

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
AUGUST 28, 2008**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Library and Education Center, Room 205, 1255 Park Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, August 28, 2008.

12:00 p.m. Lunch served

12:45 p.m. Recreation Advisory Board interviews

Closed Session

3:00 p.m. Personnel, litigation, and property

Work Session

4:30 p.m. Council questions and comments

4:45 p.m. Snow Creek Cottages design and deed restrictions P. 7 - 18

5:50 p.m. Break

Regular Meeting

6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

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

1. Consideration of an Ordinance approving an amendment to the Marsac Parking Structure Subdivision plat located at 460 Swede Alley, Park City, Utah P. 19 - 25

(a) Public hearing

(b) Action

2. Consideration of an Ordinance approving the Marsac-Swede Condominiums Record of Survey plat, located at 460 Swede Alley, Park City, Utah P. 26 - 46

(a) Public hearing

(b) Action

3. Consideration of an Ordinance approving the Christopher Homes at Empire Pass Condominiums, Phase IV Record of Survey Plat located at The Silver Strike Subdivision, Park City, Utah P. 47 - 61

(a) Public hearing

(b) Action

4 Consideration of a Master Festival License for the movie premiere *The Massive* to be held on September 19, 2008 on lower Main Street and approval of a partial street closure and amplified music P. 62 - 69

(a) Public hearing

(b) Action

5. Consideration of a Professional Services Agreement for a community carbon footprint with The Brendle Group in the amount of \$39,582 in a form approved by the City Attorney P. 70 - 76

6. Consideration of a Professional Services Agreement with Alliance Engineering Inc. in the amount of \$37,100 for construction and management services for the Richardson Flat Road Project P. 77 - 88

V ADDITIONAL DISCUSSION – AGENDA ITEMS

VI ADJOURNMENT

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

**PARK CITY SUMMER TOUR
SUMMIT COUNTY, UTAH
SEPTEMBER 3 - 7, 2008**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will **not** hold its regularly scheduled meeting on Thursday, September 4, 2008. A majority of members will be attending the Summer Tour to Boise and McCall, Idaho from September 3 to September 7, 2008. No formal City business will be conducted.

Posted: 08/25/08
See parkcity.org

**PARK CITY COUNCIL MEETING TENTATIVE
SUMMIT COUNTY, UTAH
SEPTEMBER 11, 2008**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Library and Education Center, Room 205, 1255 Park Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, September 11, 2008.

Closed Session

Work Session

Farm – fire access and ADA pathway
Sergio Ice Cream Franchise
Water supply and demand

Regular Meeting

6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV WORK SESSION NOTES AND MINUTES OF MEETING OF AUGUST 21 AND AUGUST 28, 2008

V RESIGNATIONS AND APPOINTMENTS

Appointments to Recreation Advisory Board

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

1. Consideration of an Ordinance amendment the Risner Ridge Subdivision plat
 - (a) Public hearing
 - (b) Action

2. Consideration of an Ordinance amendment 1183, 1185, 1195 Empire Avenue Record of Survey plat
 - (a) Public hearing
 - (b) Action

3. Consideration of an encroachment agreement with the Snyderville Basin Water Reclamation District for the Old Town Park in a form approved by the City Attorney

4. Consideration of a professional services contract for the design of the Racquet Club improvements

VII OLD BUSINESS (*Continued public hearings*)

Consideration of an Ordinance annexing approximately 286.64 acres of property located at the southwest corner of the SR248 and US40 interchange in the Quinn's Junction area, known as the Park City Heights Annexation, into the corporate limits of Park City, Utah, and amending the Official Zoning Map of Park city to zone the property in the Community Transition Zoning District (CT)

- (a) Continuation of public hearing
- (b) Action

IX ADDITIONAL DISCUSSION – AGENDA ITEMS

X ADJOURNMENT

**PARK CITY REDEVELOPMENT AGENCY
SUMMIT COUNTY, UTAH
SEPTEMBER 11, 2008**

I ROLL CALL

II PUBLIC INPUT (*Any matter of RDA business not scheduled on agenda*)

III MINUTES OF MEETING OF JUNE 19, 2008

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

Consideration of a loan to Elliott Development LLC for an affordable housing project located at 1321-1323 Woodside Avenue, Park City, Utah

V ADJOURNMENT

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

Posted: 09/08/08

See: www.parkcity.org

Note: This future meeting schedule is TENTATIVE and subject to change.

PARK CITY COUNCIL TENTATIVE MEETING SCHEDULE

September 2008

- 1 *Labor Day*
- 3-7 *City Tour*
- 4 **No meeting**
- 11 See agenda
- 18 Summit County Solid Waste Master Plan - JG
Snow removal program, priorities and enforcement – PE
Old Business - appeal of the Planning Commission's denial on June 25, 2008
of a Steep Slope Conditional Use Permit for 158 Ridge Avenue, 162 Ridge
Avenue and 166 Ridge Avenue
- 25 **No meeting - Liza and Roger gone**

October 2008

- 2
- 9
- 16 **UEA – No meeting**
- 23
- 30

November 2008

- 6
- 13
- 20
- 27 **Thanksgiving**

December 2008

- 4
- 11
- 18
- 25 **Holidays**

Pending Items:

Resolution amending (or replacing) Resolution No. 20-07, adopting Affordable Housing Guidelines and Standards for Park City, Utah
Resolution - Trails Master Plan
Carrying capacity/market analysis survey
Wild land interface issues



City Council Staff Report

Subject: Snow Creek Cottages
Author: Phyllis McDonough Robinson
Department: Sustainability
Date: August 28, 2008
Type of Item: Informational

Summary Recommendation: Staff recommends that the Council reaffirm the site plan and unit design for Snow Creek Cottages and provide policy direction on the proposed terms of the compliance with the 2007 Housing Resolution.

Description:

Topic: Affordable Housing

Background:

The Snow Creek Housing Project is an affordable, owner-occupied, environmentally responsible neighborhood targeted to the local workforce. A mix of unit sizes and sales prices are anticipated with a preference for the development of at-grade units. The units will be sold as primary residences with resale restrictions and owner-occupancy requirements.

The Snow Creek Cottages MPD is located within the Snow Creek Crossing Lot No.9 Subdivision. The Snow Creek Crossing Subdivision was recorded on October 10, 1995. During the Subdivision process, 19.944 acres of the subdivision was designated Recreation Open Space. Lot 9 was created during the 1995 subdivision. The lot was then further subdivided for the sale of the Post Office lot in 1999. The remaining lot, Lot 9b, houses the Police Station and is also the site of the Snow Creek Cottages. Lot 9b was identified to be developed as residential medium density within the 1992 and 1995 subdivision applications. Previous proposed uses for the site include a hotel and a transit center/park and ride facility.

In 2005 Park City's Strategic Plan for City-Owned Properties affirmed the use of this site for affordable housing citing the RDM zoning, parcel proximity to transit and other amenities.

At the 2007 Council Visioning session, Council directed staff to move forward with the active development of workforce housing on the Snow Creek parcel. In February 2007 Council affirmed the following issues related to development of workforce housing on this site.

- The City will contribute the underlying land to the project to enhance affordability in exchange for long term deed restrictions or other mechanisms to protect affordability.

- The project will be owner-occupied family housing and will include some form of equity limitations. The units would not be available for rental or seasonal housing.
- The project will incorporate sustainable development practices to the greatest extent practical.

In September 2007 an RFP for architectural and engineering services was announced with the goals promoting financially feasible, technologically sound strategies to conserve energy and to surpass current norms for water conservation and waste management and recycling. The following Guiding Principles were identified:

Guiding Principles

- Cost effective to build, durable and practical to maintain
- Create a high quality, healthy living environment
- Reduce utility costs to residents
- Enhance the residents' connection to nature.
- Protect the environment by conserving resources including energy, water and materials.
- Use efficient footprints and maximizes space efficiency
- Enhance walkability and trail connectivity
- Advance the health of local and regional ecosystems

In November 2007 Council awarded a design contract to Elliott Work Group. In December 2007, a design charette was held to solicit community input on the use and design of the units. Chief among the expressed concerns were that the units be family-sized (three to four bedrooms) detached units with garages to minimize on-street parking and that wetland disturbance be minimized. In January 2008 City Council reviewed the draft concept plan and directed staff to proceed with a Preliminary Master Planned Development (Pre-MPD) application. In March 2008 the Planning Commission held a public hearing on the Pre MPD application and in a unanimous decision found that the project complied with the General Plan. At that meeting the Planning Commission, based upon their evaluations and comments from the adjacent property owners, recommended that the applicant minimize the amount of impermeable surface on the site.

Based on this direction, Staff revised the initial plans. In May 2008 the revised site plan and unit designs were presented to City Council. The revised plan featured three and four bedroom units and greater articulation of the streetscape. The amount of impermeable surface was decreased by 25 percent and the project open space increased from 60 percent to 71 percent. To accomplish the dual goals of a design for family living while minimizing the amount of impermeable surface, the plans were modified from an initial unit footprint of 50 X 40 square feet to 26X 30 square feet. An increase in the unit height was required to offset the reduced footprint and maintain the interior living space.

The height of the units increased due to the reduction in the footprint. The City Council, as property owner, directed staff to proceed with the submission of a Master Planned Development based upon the revised plan. A copy of the revised site plan, site lines and unit design is included as Attachment A. In July 2008 the Planning Commission held two public hearings on the Master Planned Development application. The MPD was approved by the Planning Commission on July 23, 2008. The MPD approval included a height exception within the parameters of the Land Management Code. With regard to the adjacent buildings, the project is comparable in height, mass and roof form. The roof is lower than the post office and police facility and the grade is lower in context to the sites. The City Council considered an appeal of the project on August 7 and August 21, 2008. The Council upheld the Master Planned Development on August 21, 2008.

ANALYSIS

Final Site Layout and Unit Design

The Snow Creek Cottages Master Planned Development will create 13 affordable detached units designed for family living. The units as approved in the MPD are 3 – 4 bedrooms and designed for family living. The units range in size from 1,600 to 1,800 excluding garages. Units are designed to accommodate a residential elevator to provide for accessibility throughout the entire house. Accessible units will be provided per the Building Code. This is the only project in town that provides units in this configuration and size.

The purpose of this design review is for the City Council, acting as property owner, to finalize the unit design prior to proceeding to construction bidding. Staff continues to evaluate alternative designs. Based on the issues raised during the MPD process and the recent appeal, staff directed the design team to take a fresh look at the unit height within the approved footprint. Specifically, the design team was tasked with the goal of lowering the building height and thus eliminating the neighbors expressed concerns with the height exception while (1) maintaining the high level of architectural quality necessary to create an award winning project; (2) retaining the units for family living, and (3) no increase in the amount of impermeable surface.

The preliminary concept sketches indicate that the design team can achieve these goals without a significant reduction in the interior living space. The alternative unit designs are in process and will be presented to Council during Thursday's work session. The most significant trade-off, in addition to the reduction in interior living space, is the additional time required in refining and revising the plans in order to proceed to construction bids and the submission of plans to the Army Corps of Engineers and other agencies for review. The construction specifications are based on the MPD approved by the Planning Commission as upheld by the City Council. Should Council direct Staff to move forward with the lower profile design, the Planning Department will review the plans to determine whether it will be necessary to return to the Planning Commission as either an informational item or for an amendment to the MPD.

We also considered substitution of two bedroom units which would have a lower profile and elevation. The trade-off of a larger building footprint, increased roof area and loss of family living units was considered to be in conflict with the goals of the project. Incorporating two-bedroom units will also require an amendment to the MPD because of the change in unit type and/or configuration. In addition, the square foot costs of the two bedroom units are higher than the larger units because of the increased roof area and foundation. Staff does not recommend pursuing a two-bedroom unit.

Staff is requesting Council discussion and direction on the unit design options for the Snow Creek Cottages. Option A is to move forward immediately with the MPD as approved by Planning Commission and City Council. ***At this point, Staff recommends that Council reaffirm the approved unit design and direct staff to move forward with construction bidding and the necessary engineering studies.*** Option B is to move forward with the alternative lower profile unit design and eliminate the need for the height exception. The design team will proceed with finalizing these plans in order to proceed to construction bidding as quickly as feasible. ***Staff may modify its recommendation based upon the designs presented at work session on Thursday.***

Compliance with Affordable Housing Resolution 20-07

The project, as approved is for a Master Planned Development. The City did not submit an application for an Affordable Master Planned Development as it was not seeking the greater densities that an Affordable MPD would have permitted (up to 20 units per acre) or any reductions in open space requirements.

The total project is 13 units and is inclusive of the affordable housing requirement of the MPD. Based on the Affordable Housing Resolution 20-07, the project must provide affordable housing equal to 15% of the residential units. This equates to 1.8 Affordable Unit Equivalents or a total of 1,620 square feet. One affordable unit equivalent is 900 square feet. The 1.8 AUEs will be configured as one house of approximately 1,800 square feet. The unit will be equivalent in finishes and indistinguishable from other units in the subdivision and meet all requirements set forth in the Affordable Housing Resolution.

While the project is only required to have one unit comply with the Affordable Housing Resolution, the entire project can meet these requirements. Staff is recommending that the project be structured so that all the units comply with the Affordable Housing Resolution 20-07. ***Does Council concur with Staff's recommendation to voluntarily restrict all 13 units in accordance with the Resolution?***

1. Land Contribution

Previously the City Council indicated that the land value would be contributed to the project or otherwise not included in the final sales price. At that time Staff recommended that the City retain ownership of the land to protect the adjacent wetlands, bike path and other areas of public concern. This had the added benefit of removing the value of the land from the property tax calculations. Given the current home mortgage market, we

are concerned with the land trust approach. It has been an accepted approach and there has been a secondary market available. Given the increasingly conservative and tenuous nature of the secondary market, however, we believe that the more conventional we can make the financial structure of the project; the easier it will make financing for the buyers. As an alternative, Staff is recommending that the value of the land directly attributable to the development be assigned on a per unit basis and secured by a deed of trust on the property in favor of the City. The City will still retain a right-of-first refusal to purchase on all units as part of the general deed restriction. This practice has been effectively used in other projects such as Silver Meadows. **Staff is requesting Council discussion and direction on approach to the land contribution.**

2. Initial Sales Price

The initial sales prices for affordable units in a development shall average a price affordable to a household earning 150 percent of the Workforce Housing Wage for Park City. This translates into an average sales price of \$273,000. It is based on the following guidelines outlined in the 2007 Housing Resolution:

- a. An available fixed-rate thirty year mortgage, consistent with the First Time Homebuyer Rate offered by the Utah Housing Corporation, plus 50 basis points. A lower rate may be used in calculating affordable prices if the developer can guarantee the availability of a fixed rate, 30-year mortgage at this lower rate for all of the inclusionary units.
- b. A down payment of no more than 5 percent of the purchase price
- c. A calculation of property taxes; and
- d. A calculation of homeowner insurance and/or homeowner association fees.

Staff anticipates a finished per unit cost of \$350,000. There is approximately \$1.2 million of accumulated in lieu fees that have been set-aside to enhance the affordability of this project.

Scaled Subsidy Approach

In order to make the most efficient use of this subsidy, Staff is recommending that Council set the base price per unit at the actual finished cost and use the available in lieu fees to subsidize the purchase price as necessary so that the buyer does not pay more than 30 percent of income for principal, interest, taxes and insurance. While this may take a bit more work on the front end, it ensures that the units are subsidized only to the extent necessary. Any subsidy provided from the in lieu fees would be secured by a deed of trust on the property and due upon sale or transfer of the property.

- For example, the combined income of one household might be \$100,000. Using the underwriting guidelines in the housing ordinance, that household would be able to qualify for a mortgage of \$325,000. Assuming a 5 percent down payment, that household would only need \$8,750 to afford that unit.

- In contrast a household earning \$78,418.5, or 150 percent of the 2007 workforce housing wage would qualify for a mortgage of \$260,000. Assuming a 5 percent down payment, that household would need a subsidy of \$77,000 to afford the unit.

Scaling the subsidy based on need could allow for at least a couple of the units to be targeted to households earning significantly less than 150% of the workforce housing wage.

Overall Cost Reduction

An alternative is to reduce the overall project cost by the amount of the in lieu fees. This would result in a projected sales price of \$258,000 per unit which would meet the affordability guidelines of the 2007 Housing Resolution. Under this approach the units would all be affordable at 150% of the Workforce Housing Wage. This does not provide the opportunity for a lower income household to secure a unit and could result in an over-subsidy for other households depending on the income qualifications Council wishes to place on the unit.

This project is an opportunity to provide affordable, family housing for a range of incomes in the community and fill an important market niche. By placing strict income limits on the project, we limit the availability of the units to a narrow group of buyers. It has been the City's philosophy that the priority is creating units for a local workforce. To that end we price units to be affordable to a certain income range, but place greater emphasis in establishing our local preference options.

Staff recommends the scaled subsidy approach. Staff is requesting Council discussion and direction on the approach to unit pricing. If Council prefers the scaled subsidy approach, Staff will return with a schedule of units and prices to achieve diversity in income targets.

Appreciation Limits

The Housing Resolution requires that ensure continued affordability of inclusionary units offered for sale shall include a formula limiting equity appreciation to either a shared percentage of the equity appreciation or a cap on the equity appreciation, with such adjustments for improvements made by the seller and necessary costs of sale as may be approved by the City. The minimum term of affordability is 40 years with a decennial review. A third party review will be conducted to determine whether the units should be retained for affordable housing for an additional 10 years. If so, the deed restriction will be extended. City will retain a right-of-first refusal to purchase the units during the term of the deed restriction and at its expiration.

Option 1

Traditionally the City has placed a three percent equity cap on unit appreciation. Over the past decade this has been roughly equivalent to the Consumer Price Index. The three percent is earned on the sales price of the unit. For example, if the sales price of the unit is set at \$350,000, a household would earn \$10,500 in appreciation in the first

year. Appreciation is compounded, which is to say that earned appreciation is subsequent years in calculating the three percent appreciation. While this rate of appreciation will generally trend below the market, the homeowner benefits because the property taxes are calculated on the deed restricted versus free market value and the equity is earned on the full purchase price of the unit not just on the equity invested and gained through mortgage repayment. This approach has the public benefit of being easily calculated and monitored, does not involve any additional appraisal costs up on resale to the City, and retains the subsidy over the long term. Retaining the 3 percent appreciation cap or another form of a hard cap such as the actual CPI would keep this project consistent with other deed restricted units. The concern that staff has is the willingness of the mortgage market to lend on this loan structure at the present time.

Option 2

Other members of the community advocate for an equity sharing approach. Rather than a second mortgage being placed on the property for the value of the land and the direct in lieu subsidy, a second mortgage is placed on the property for the difference between the sales price and the appraised value. Upon sale the property is re-appraised and the second mortgage is repaid along with a percentage of the equity. For example, if the City's interest in land and subsidy is 30 percent of the total project, we would get 30 percent of the equity in addition to the repayment of the second mortgage. This is a more bankable financial structure in the current mortgage market. It also provides a greater incentive for maintaining the unit because appreciation is based on appraised value. Given the greater return on investment, it is more likely that a buyer could engage a Realtor to sell the unit rather than relying upon City and Mountainlands lists. This is, especially true for units that have been held for a long period of time. The downside of this approach is that the unit affordability can increase at a greater pace than a hard cap and may require additional subsidy over time to maintain the same level of affordability.

Option 3

A third approach is a hybrid that increases the homeowner's equity increases the longer they are in the unit to encourage people to stay, but also to help them move up into market rate housing, although it might be out of the City limits. Under this approach, the units are appraised upon initial purchase and resale. A second mortgage for the difference is place on the property that is recaptured upon resale. Upon resale a new appraisal is conducted and the homeowner receives an agreed upon percentage of the equity. This percentage of equity is generally low in the early years and increases over time. For example, if a sale occurs in year one, the percentage of equity might be 3 percent and increase upwards from there. Most programs max out at a 50 percent equity share after repayment of any secondary debt. This model has the benefit of encouraging longevity in the community because of the increasing incentive to remain in the unit. It also encourages unit maintenance in order to achieve the full market potential. The downside of this approach, which is mitigated in part by limiting the maximum amount of equity that can be received, is that the unit affordability can increase at a greater pace than a hard cap. This could be a more saleable financial structure in the current mortgage market. ***This is staff's preferred option.***

Staff is requesting Council discussion on the form of appreciation limits. Based upon Council's direction, Staff will prepare a recommended resale strategy and return to Council for final approval. This resale strategy will include working with lenders on terms to be incorporated in the documents to ensure the best possible lending terms.

Unit Set-Aside for Park City Municipal

Staff is recommending that Council allocate two units for purchase by City employees. This represents 15 percent of the total units developed. City employees who meet local preference options as defined by the Housing Resolution would also be eligible for the 11 remaining community units. The City will retain a right of first refusal on all the units developed in this project. Staff will inform Council about the local marketing and selection process later this fall. It is anticipated that a lottery approach will be used with a random selection process for both the City and community units. ***Does Council wish to dedicate two units for exclusive initial purchase by Park City Municipal employees?***

Department Review:

This report was reviewed by the Sustainability Department, the City Attorney and the City Manager.

Recommendation: Staff recommends that the Council affirm the current site plan and unit design for Snow Creek Cottages and provide policy direction on the proposed terms of the compliance with the 2007 Housing Resolution.

Attachment A: Approved MPD Site Plan and Elevations

Preliminary Site Plan

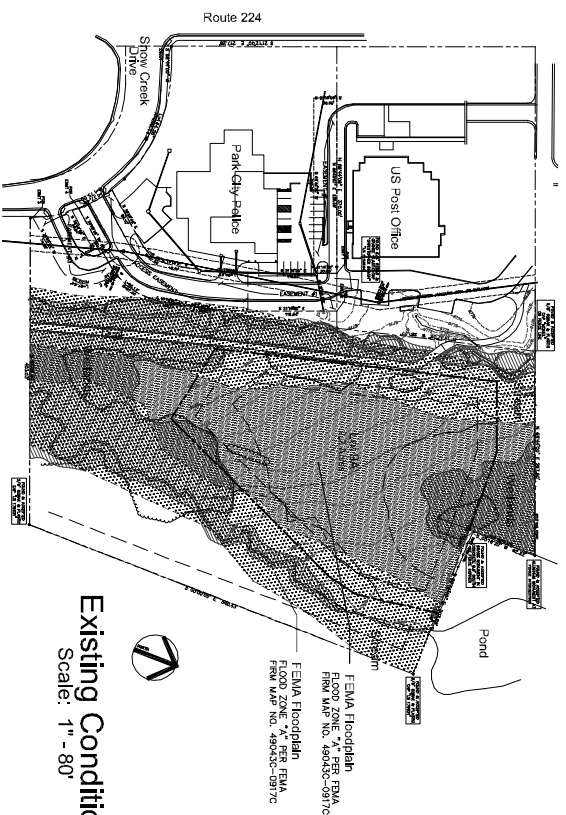
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Snow Creek Cottages Concept Plan

Park City, Utah



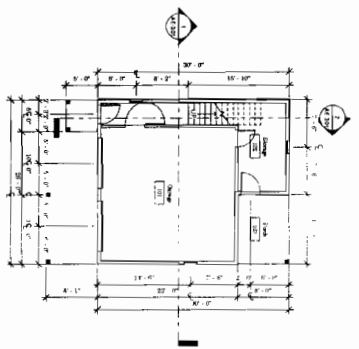
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Scale: 1" = 80'

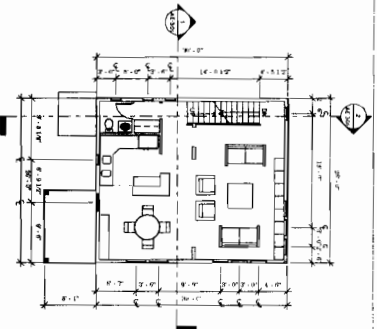


Concept Plan

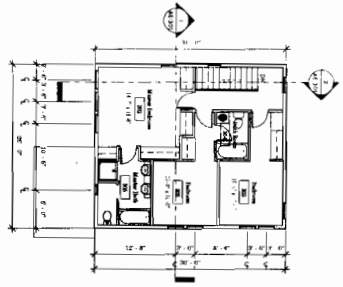
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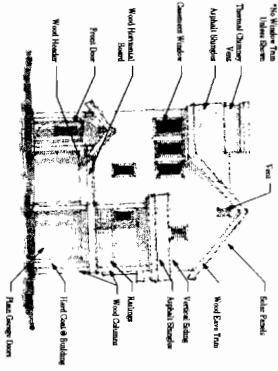
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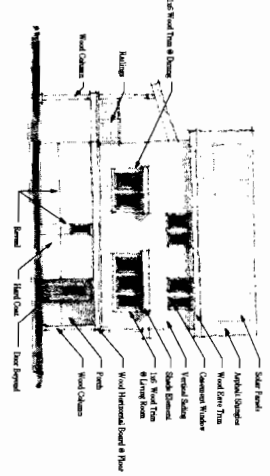
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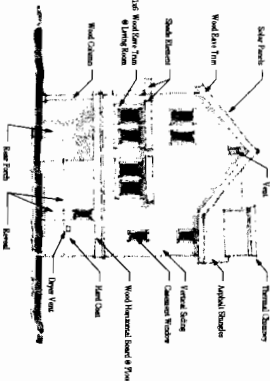
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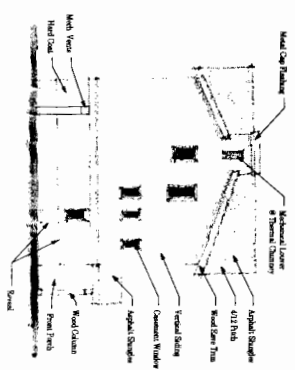
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6 NORTH ELEVATION
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7 WEST ELEVATION
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No.	Drawn	Revised

CONSULTANTS

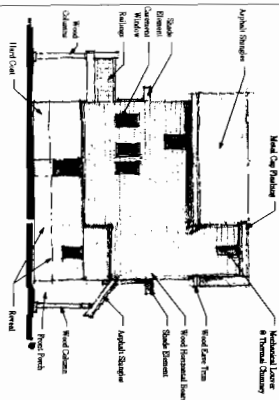
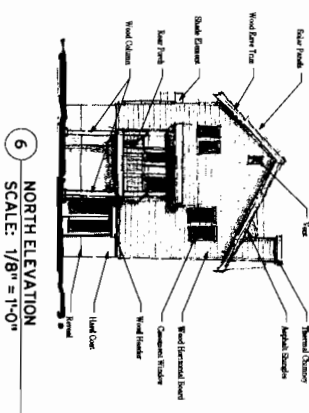
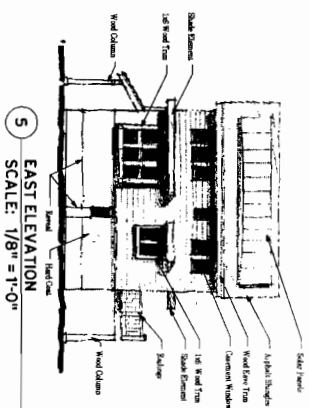
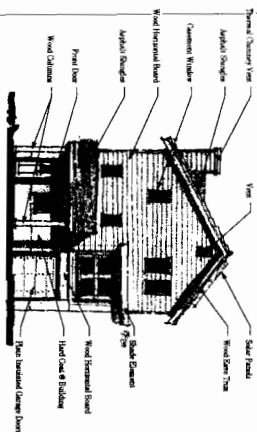
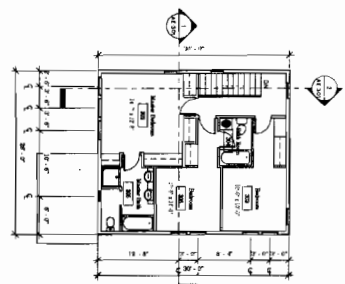
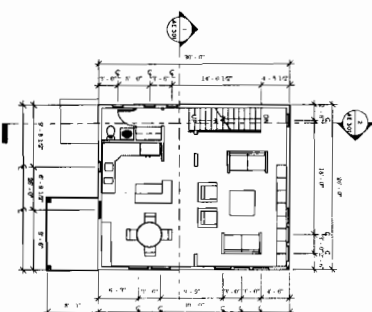
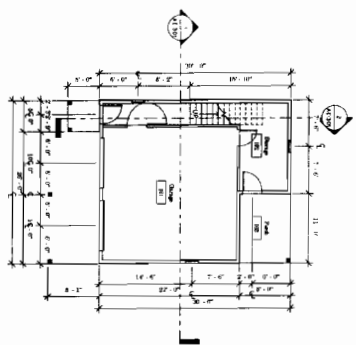
ELLIOTT WORKGROUP
ARCHITECTURE

DATE	MAY 11, 2008
DESIGNED BY	CE
DRAWN BY	CE
CHECKED BY	CE
APPROVED BY	CE

Snow Creek
Cottage B2 A
Park City, Utah
AE-102

FLOOR PLANS AND ELEVATIONS

MAY 12 2008



No	Place	Percentage
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CONSULTANTS

ELLIOTT WORKGROUP
architecture
Partners • Los Angeles

DATE	May 12, 2008	2008
ISSUE	MPO	2008
PROJ#	2007-34	2007-34
DISCOVERED BY	CS	CS
IDENTIFIED BY	CS	CS
RECORDED BY	CS	CS

Snow Creek
Cottage B2 B
Park City, Utah
DOOR PLANS AND ELEVATIONS
AE-102

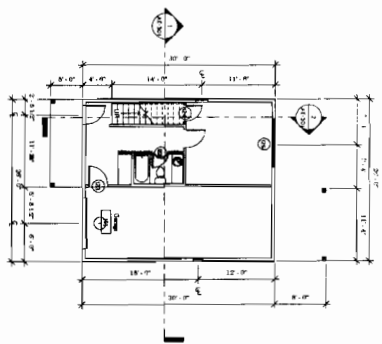
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FLOOR PLANS AND ELEVATIONS

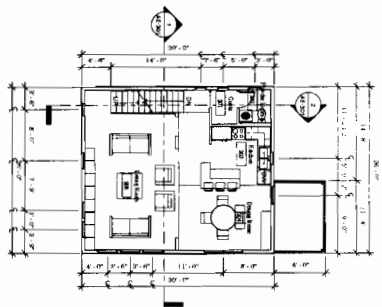
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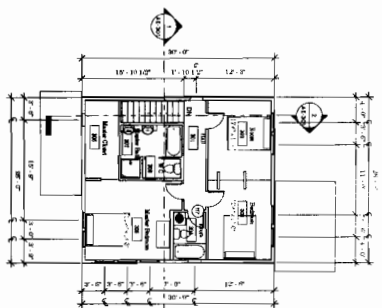
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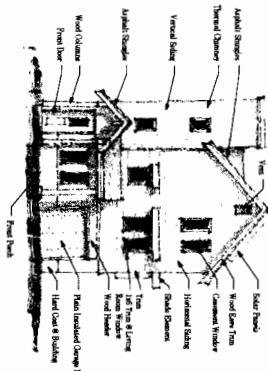
1 -UNIT C-1 LEVEL 1
SCALE: 1/8" = 1'-0"



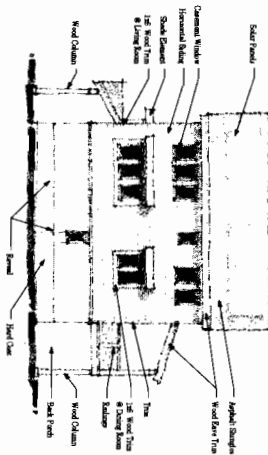
2 -UNIT C-1 LEVEL 2
SCALE: 1/8" = 1'-0"



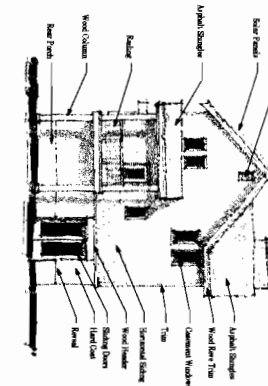
3 -UNIT C-1 LEVEL 3
SCALE: 1/8" = 1'-0"



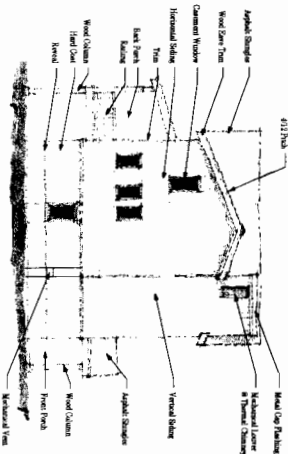
7 -UNIT C-1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



5 -UNIT C-1 EAST ELEVATION
SCALE: 1/8" = 1'-0"



6 -UNIT C-1 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



8 -UNIT C-1 WEST ELEVATION
SCALE: 1/8" = 1'-0"

CONSULTANTS

ELLIOTT WORKGROUP ARCHITECTURE

DATE: May 13, 2008
PROJECT: Snow Creek Cottage C1
DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]

Snow Creek
Cottage C1
Park City, Utah
PLANS AND ELEVATIONS
AE-202

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MAY 12 2008

City Council Staff Report



Subject: 460 Swede Alley
Municipal Parking Structure Subdivision
Amendment

Author: Kirsten A. Whetstone, AICP

Date: August 28, 2008

Type of Item: Administrative - Plat amendment

**PLANNING
DEPARTMENT**

Recommendation

Staff recommends the City Council review the proposed Municipal Parking Structure Subdivision plat amendment, conduct a public hearing and consider approving the amended plat based on the findings of fact, conclusions of law and conditions of approval outlined in the draft ordinance.

Topic

Applicant: Park City Municipal Corporation

Location: 460 Swede Alley

Zoning: Public Use Transitional (PUT)

Adjacent Land Uses: Transit Center, City Hall, Parking, commercial buildings on the Main Street, residential houses on Marsac and Sandridge

Background

During the spring 2003 City Budget review, City Council instructed Staff to put together a group that would take an overall approach to reviewing capital project needs in the downtown area. These Downtown Task Force findings and recommendations for capital projects and other programming ideas aimed at promoting vitality in the downtown area were endorsed by the City Council on November 20, 2003. Funding was allocated for three major downtown capital improvements, including 1) a town plaza, 2) an expansion of the China Bridge parking structure, and 3) a seismic upgrade/remodel of the Marsac City Hall building.

The City's Capital Projects and Economic Development Department phased these three major projects. The parking structure was constructed during the 2005 building season and the Marsac building seismic upgrade is underway. On March 24, 2005, a one-lot Marsac Parking Structure Subdivision plat was approved by the City Council to create one lot of record from multiple city-owned metes and bounds parcels for the entire Municipal China Bridge Parking Structure, Marsac Building, associated parking and future plaza/access ways.

On July 18, 2008, the City submitted a complete application for a plat amendment to create three lots of record from the one-lot Marsac Parking Structure Subdivision. The property consists of approximately 3.6 acres and includes the Marsac Building City Hall, the China Bridge parking structure, and Swede Alley surface parking lots (Exhibits A and B). The property is zoned Public Use Transitional (PUT) District.

With completion of the new China Bridge parking structure and PCMC Shell Space at the north end of the structure and in anticipation of a record of survey plat to create 3 commercial

condominium units for the Shell Space/China Bridge parking building, the City is requesting an amendment to the one-lot subdivision plat to create 3 lots of record. If the plat amendment is approved, the Marsac Building and surface parking to the south at 445 Marsac Avenue will be located on a 34,587 sf Lot One. The entire China Bridge Parking Structure and the Shell Space building will be located on a 105,426 sf Lot Two. Lot Three, consisting of 16,078 sf will contain Swede Alley surface parking and the staircase/access way along the north side of the China Bridge parking structure.

On August 13, 2008, the Planning Commission conducted a public hearing and forwarded to City Council a positive recommendation to approve the amended subdivision. There was no public input.

Analysis

The lots and existing City facilities on the lots meet minimum standards of the PUT District, except in areas where City Hall and existing China Bridge parking structure exist as legal non-complying structures because they do not meet required building setbacks abutting the HR-1 district along Marsac Avenue. This condition existed at the time of the Marsac Parking Structure Subdivision plat and the buildings exist as non-complying structures.

The lot arrangement, proposed capital project sites, square footage, lot dimensions, access, easements, utilities, parking, and street frontage are consistent with the Land Management Code, Section 15.7.3-3: Subdivisions—General Lot Design Requirements.

Main access to the second floor of the Shell Space building is located within the Parking Structure on Level 2. In order not to have an access opening on and across a property line, the Shell Space Building is located on the same lot as the Parking Structure. Cross access easements are identified on the plat for public access across the three lots for the benefit of these lots. Staff recommends a condition of approval that a note be included on the plat prior to recordation that requires cross access easements and identifies the main entrance to the second floor of the Shell Space building.

Department Review

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

Process

Plat amendments require Planning Commission recommendation and City Council action. Action taken by the City Council may be appealed to a court of competent jurisdiction as described in LMC Section 15-1-18.

Notice

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also put in the Park Record. Staff received several phone calls asking whether the City was subdividing the property to sell it for development of condominiums.

Recommendation

Staff recommends that the City Council review the proposed Municipal Parking Structure Subdivision plat amendment, conduct a public hearing and consider approving the amended

subdivision plat based on the findings of fact, conclusions of law and conditions of approval outlined in the draft ordinance.

Exhibits

Ordinance

Exhibit A- Amended Subdivision plat

Exhibit B- Existing Subdivision plat

Ordinance No. 08-

**AN ORDINANCE APPROVING AN AMENDMENT TO THE MARSAC PARKING
STRUCTURE SUBDIVISION PLAT LOCATED AT 460 SWEDE ALLEY, PARK CITY,
UTAH.**

WHEREAS, the owners of the property known as the Marsac Parking Structure subdivision, 460 Swede Alley, also commonly known as the Shell Space Building, Marsac Building, and China Bridge Parking Structure, have petitioned the City Council for approval of an amendment to the Marsac Parking Structure subdivision plat; and

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

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

WHEREAS, the Planning Commission held a public hearing on August 13, 2008, to receive input on the plat amendment;

WHEREAS, the Planning Commission, on August 13, 2008, forwarded a positive recommendation to the City Council; and,

WHEREAS, on August 28, 2008, the City Council held a public hearing on the plat amendment; and

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

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Marsac Parking Structure Subdivision plat amendment 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 subject property is a 3.6 acre site located south of the transit center, north of Grant avenue, and between Swede Alley and Marsac Avenue.
2. The Marsac Parking Structure Subdivision plat was approved by City Council on March 24, 2005 and recorded at Summit County in November of 2005. The Subdivision plat combined multiple City-owned metes and bounds parcels.
3. The plat amendment creates three lots of record as follows: Lot One is 34,587 sf for the Marsac Building City Hall and the south surface parking lot (445 Marsac Avenue); Lot Two is 105,426 sf for the China Bridge Parking Structure and PCMC Shell Space building (460 Swede Alley); and Lot 3 is 16,078 sf for the access stairs, future downtown plaza and existing surface parking on Swede Alley (480 Swede Alley).
4. The property is in the Public Use Transitional (PUT) District that allows municipal uses,

parking structures, commercial buildings and uses, subject to a conditional use permit review.

5. The lot configuration meets minimum standards of the PUT District and LMC lot and site requirements for the PUT district, except in areas along Marsac Avenue where City Hall and existing China Bridge parking structure exist as legal non-complying structures because they do not meet required building setbacks for property abutting the HR-1 district.
6. The lot arrangement, proposed capital project sites, square footage, lot dimensions, access, easements, and road design are consistent with the Land Management Code, Section 15.7.3-3: Subdivisions—General Lot Design Requirements.
7. Access to the second story of the Shell Space Building is located within the Parking Structure on Level 2. In order not to have an access opening across a property line, the Shell Space Building is located on the same lot as the Parking Structure. Cross access easements will need to be in place for access across the three lots for the benefit of the lots.

Conclusions of Law

1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code, the General Plan and applicable State law regarding plat amendments.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. Approval of the plat amendment, 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. The City Attorney and City Engineer will review and approve the final form and content of the amended Subdivision Plat for compliance with State law, the Land Management Code, and the conditions of approval prior to recordation of the plat.
2. The applicant will provide the mylar to the City for signatures and recordation the amended Subdivision Plat at the County, within one year from the date of City Council approval.
3. A note shall be added to the plat prior to recordation identifying the main access to Level 2 of the Shell Space building and cross access easements exist.

Exhibits

Exhibit A- Proposed Subdivision plat amendment

ING WITHIN A PORTION OF BLOCK 71 AND 72 OF THE
MILLSITE RESERVATION TO THE PARK CITY SURVEY
PARK CITY, SUMMIT COUNTY, UTAH

All of Lot 1, Marsac Parking Structure Subdivision Plat, on file and of record in the Office of the Summit County Recorder, recordation number 739271. Said subdivision being located in the southeast quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian, Summit County, also located in the Amended Plat of Park City, on file and of record in the office of the Summit County Recorder, more particularly described as follows:

[illegible]

OWNER'S EDUCATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that by the virtue of a corporate resolution, Park City Municipal Corporation, owner of the above described property, has duly authorized, approved and consented to the recording of this plat, and I hereby certify that I have caused this plat to be prepared, and does hereby consent to the recordation of this plat.

WITNESSETH, that I, the undersigned, being personally and lawfully present, duly qualified and sworn, do hereby certify that the foregoing is a true and correct copy of the original of the plat and the contents thereof, and that the same are in accordance with and irreconcilable of declaration.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2008.

[illegible][illegible]

The Redevelopment Agency of Park City Rue Donn Williams, Chairman	Municipal Building Authority of Park City, UT. Rue Donn Williams, Chairman
---	--

STATE OF UTAH
County of Summit

I, _____, say of _____ 2008 the foregoing
Personally appeared before me this _____ day _____
_____ duly sworn, and acknowledged to me that he is Chief
Executive Officer of the Metropolitan Planning Council of Park City, UT,
and that he is duly authorized to execute this Declaration and that said
Declaration fairly and voluntarily for and on behalf of said corporation and that said
corporation executed the same.

NOTARY COMMISSION EXPIRES _____

RESIDING IN _____ DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF _____ AND THAT I HAVE PERSONALLY AND INDEPENDENTLY EXAMINED THE SURVEY HEREIN SUBMITTED AND THAT THIS PLAN IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY HEREIN DESCRIBED PROPERTY AND THAT THIS PLAN IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY HEREIN DESCRIBED PROPERTY.

SECRETARY B. WOLBACH

PARK CITY PLANNING COMMISSION
APPROVED AND ACCEPTED BY THE
PARK CITY PLANNING COMMISSION ON THIS
DAY OF _____ A.D. 2008.

CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY
MAP WAS APPROVED BY PARK CITY
COUNCIL THIS _____ DAY
OF _____ 2008 A.D.

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER
RECLAMATION DISTRICT STANDARDS ON THIS _____
DAY OF _____, 2008 A.D.

ENGINEERS CERTIFICATE
I FIND THIS PLAT TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS _____ 2008 A.D.
DAY OF _____

PROVAL AS TO FORM
OVED AS TO FORM THIS
OF 2008 A.D.

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS DAY OF
APPROVED AND ACCEPTED:
2008 A.D.
DO NOT WRITE IN THESE SPACES

RECORDED

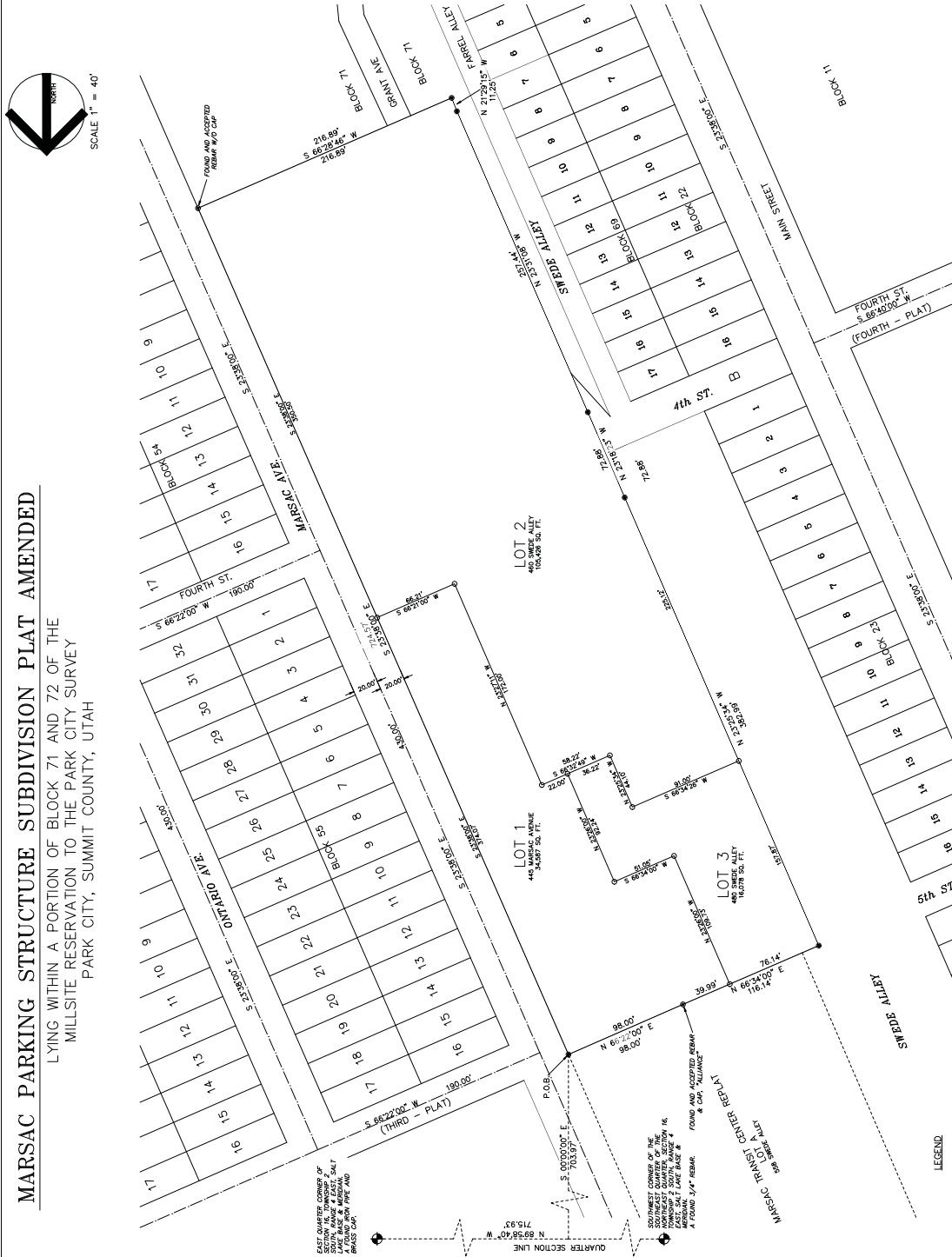
STATE OF UTAH COUNTY OF SALT LAKE

AT THE REQUEST OF

DATE _____ TIME _____ BOOK _____

**Evergreen
Engineering, Inc.**

Civil Engineering • Land Surveying • Land Planning
 10000 Highway 100 • Suite 200 • Fort Collins, CO 80504
 P.O. Box 266 • Fort Collins, CO 80501 • 940-60
 Phone: (435) 649-4487 • Fax: (435) 649-9219



NOTES:

- LEGEND
- FOUND AND ACCEPTED REBAR
& CAP OR NAIL & WASHER
"C. BRAUN"
"PLS 5152604"
- SET REBAR W/CAP OR
NAIL W/WASHER
"EVERGREEN ENG"
"PLS 107760"

GREGORY B. WILBACH

LYING WITHIN A PORTION OF BLOCK 71 AND 72 OF THE
MILLSITE RESERVATION TO THE PARK CITY SURVEY
PARK CITY, SUMMIT COUNTY, UTAH



SURVEYOR'S CERTIFICATE

PARK CITY SURVEYING
P.O. BOX 2002
PARK CITY, UTAH 84099
(435) 266-2002

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

City Council Staff Report



Subject: Marsac-Swede Condominiums
Author: Kirsten A. Whetstone, AICP
Date: August 28, 2008
Type of Item: Administrative – Condominium Record of Survey

Summary Recommendations

Staff recommends the City Council conduct a public hearing for the Marsac-Swede Condominiums record of survey plat and consider approving the plat based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Topic

Applicant: Park City Municipal Corporation
Location: 460 Swede Alley
Zoning: Public Use Transition (PUT)
Adjacent Land Uses: Park City Transit Center, Main Street commercial, US Post Office, historic and contemporary houses, and parking

Background

On March 28, 2007, the Planning Commission approved a Conditional Use Permit for the 460 Swede Alley Shell Space building to allow retail and public/quasi-public uses to occupy a proposed 3,750 sf two story building located adjacent to the north wall of the China Bridge parking structure. On April 19, 2007, the City Council provided direction to locate Utah DABC liquor store on the ground floor and KPCW, a public radio station, on the second floor. Construction of the building, which is phase 3 of the Park City Downtown Action Plan, is complete and the tenants have moved in.

On March 11, 2008, the applicant submitted an application for a condominium conversion to create separate commercial condominium units at 460 Swede Alley. On July 18, 2008, the applicant submitted a completed application with a revised condominium plat and revised CC & Rs and Condominium Declaration documents. An amended subdivision plat to create three lots of record from the one-lot Municipal Parking Structure subdivision plat is being reviewed concurrently with this application.

On August 13, 2008 the Planning Commission conducted a public hearing and forwarded to City Council a positive recommendation to approve the 460 Swede Alley condominium plat. There was no public input.

Analysis

The proposed Marsac-Swede condominium record of survey divides the 460 Swede Alley building into three commercial condominium units. Unit 100 on the ground level

consists of 1,790 square feet of floor area. Access to Unit 100 is from Swede Alley. Alternative access via stairs from the parking structure and Marsac Avenue is possible. Unit 200 on the second level consists of 1,960 square feet of floor area. Access to Unit 200 is from within the China Bridge parking structure on level 2. Emergency access to Unit 200 is from an exterior staircase that leads up to Marsac Avenue or down to Swede Alley. Unit 300, consisting of 243,304 square feet, includes the entire China Bridge parking structure.

The condominium plat identifies private, common, and expandable area for the remainder of the property. The condominium plat memorializes private space above the top level of the parking structure for a future expansion. This space was engineered at the time of construction of the China Bridge parking structure in anticipation of constructing an additional level of parking and/or additional floor area above the top parking level. Any addition to the parking structure would require a Conditional Use permit prior to issuance of a building permit.

The Public Use Transition zoning identifies the following lot and site requirements:

	Permitted	Existing
Height	28' (+5' for pitched roof)	27'
Front setback*	0' (10' along Marsac per PUT)	0'
Rear setback*	0'	0'
Side setbacks*	0'	0'

*PUT zone requires setbacks to match the adjacent HR-1 zone. In the case of the existing China Bridge parking structure, the existing setbacks are non-complying because the building existed before the zone was changed to PUT. The non-compliance can not be remedied by the plat amendment because the property is at the edge of Marsac Avenue. Moving the lot line into the street is not practical.

Staff finds good cause for this record of survey as this condominium is consistent with the development pattern envisioned in the Park City Downtown Action plan and the 460 Swede Alley Conditional Use Permit. This record of survey plat allows the City to sell individual commercial units.

Department Review

This project has gone through an interdepartmental review. Issues regarding the format of the plat were raised. These issues have been resolved by the applicant, City Engineer, and City Legal Staff. No further issues were brought up at that time.

Process

Condominium record of survey plats require a public hearing and recommendation by the Planning Commission and final approval by the City Council. Appeals of City Council action regarding condominium record of survey plats is made to a court of competent jurisdiction as described in LMC Section 15-1-18.

Notice

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

Public Input

Staff has not received any public input at the time of this report.

Alternatives

- The City Council may approve the Marsac-Swede Condominiums record of survey plat as conditioned or amended, or
- The City Council may deny and the Marsac-Swede Condominiums record of survey and direct staff to make Findings for this decision, or
- The City Council may continue the discussion to a date certain.

Significant Impacts

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

Consequences of not taking the Suggested Recommendation

The retail space may not be separately sold.

Recommendation

Staff recommends the City Council conduct a public hearing for the Marsac-Swede Condominiums record of survey plat and consider approving the plat based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Exhibits

Ordinance

Exhibit A- Proposed Condominium plat

Ordinance No. 08-

AN ORDINANCE APPROVING THE MARSAC-SWEDE CONDOMINIUMS RECORD OF SURVEY PLAT LOCATED AT 460 SWEDE ALLEY, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Marsac-Swede Condominiums, 460 Swede Alley, also commonly known as the Shell Space Building, Marsac Building, and China Bridge Parking Structure, have petitioned the City Council for approval of the Marsac-Swede Condominiums record of survey plat; and

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

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

WHEREAS, the Planning Commission held a public hearing on August 13, 2008, to receive input on the Marsac-Swede Condominiums record of survey;

WHEREAS, the Planning Commission, on August 13, 2008, forwarded a positive recommendation to the City Council; and,

WHEREAS, on August 28 2008, the City Council held a public hearing on the Marsac-Swede Condominiums record of survey; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Marsac-Swede Condominiums record of survey.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Marsac-Swede Condominiums record of survey as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 460 Swede Alley and consists of 3.6 acres of city-owned property.
2. The property is located in the Public Use Transition (PUT) zoning district. Existing setbacks along Marsac Avenue for the old China Bridge Structure are non-complying. This non-compliance can not be remedied by this plat amendment because it is not practical to move the lot line into Marsac Avenue.
3. The two- story Shell Space building at 460 Swede Alley is located on Lot 2 of the amended Municipal Parking Structure subdivision plat currently under review by the City.
4. The Shell Space building is located on a portion of the 3.6 acre city-owned Parking

Structure Subdivision approved by City Council on March 24, 2005. The Marsac Building and China Bridge Parking Structure are located on Lot 1 of the amended Municipal Parking Structure subdivision plat.

5. The condominium record of survey plat creates three separate units. Unit One, the first floor of the Shell Space building, consists of 1,790 square feet Unit Two (the second floor of the Shell Space building), consists of 1,960 square feet; and Unit Three (the China Bridge Parking Structure) consists of 243,304 square feet. The remainder of the property, including the Marsac Building at 445 Marsac Avenue and south surface parking lot and associated Swede Alley parking, is identified as expandable area on the condominium plat.
6. On March 28, 2007, the Planning Commission approved a Conditional Use Permit for the 460 Swede Alley Shell Space building to allow retail and public/quasi-public uses to occupy proposed 3,750 sf two story building located adjacent to the north wall of the China Bridge parking structure.
7. The proposed record of survey is consistent with the approved Conditional Use Permit, as amended.

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.
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.

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, prior to recordation of the plat.
2. 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.
3. All conditions of approval of the 460 Swede Shell Space Conditional Use Permit shall continue to apply.
4. Access to Unit 200 shall be identified on the plat and notes shall be added as a condition precedent to recordation identifying all cross access easements.

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

PASSED AND ADOPTED this _____ day of August, 2008.

Exhibits

Exhibit A- Record of Survey plat

Exhibit B- Rendering of Shell Space Building

LEGAL DESCRIPTION

All of Lot 2, Marsac Parking Structure Subdivision Plat Amended, on file and of record in the Office of the Summit County Recorder, more particularly described as follows;

Beginning at the Northwest corner of Lot 2, Marsac Parking Structure Subdivision Plat Amended, said point of beginning being located North 89°58'40" West along the center section line a distance of 849.52 feet and South 00°00'00" East a distance of 934.36 feet from the East quarter corner of said Section 16 (a found iron pipe and brass cap); Thence continuing along the boundary line of said Lot 2 the following eleven (11) calls: (1) Thence North 66°34'28" East a distance of 91.00 feet; (2) Thence South 23°25'34" East a distance of 44.10 feet; (3) Thence North 66°32'49" East a distance of 58.22 feet; (4) Thence South 23°27'11" East a distance of 172.0 feet; (5) Thence North 66°21'00" East a distance of 66.21 feet; (6) Thence South 23°38'00" East a distance of 350.50 feet; (7) Thence South 66°28'48" West a distance of 216.89 feet; (8) Thence North 21°29'15" West a distance of 11.25 feet; (9) Thence North 23°31'08" West a distance of 257.44 feet; (10) Thence North 23°18'23" West a distance of 72.88 feet; (11) Thence North 23°25'34" West a distance of 225.12 feet to the POINT OF BEGINNING. Contains: 105,426 square feet or 2.42 acres, more or less.

NOTES:

1. Located Within: The Southeast 1/4 of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian, Park City, Summit County, Utah.
2. Basis of Bearing: North 89°58'40" West, along the Quarter Section Line between the East Quarter Corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian (a found Iron Pipe with Brass Cap) and the Southwest Corner of the Southeast Quarter of the Northeast Quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian (a found 3/4" Rebar), as shown hereon.
3. Property Corners: Found and Accepted Survey Monuments at all corners, as shown hereon.
4. Project Benchmark Elevation = 7064.50', Top of concrete slab, Level N2 China Bridge at Unit 200 access, as shown hereon.
5. This Plat Represents a Condominium Conversion of Lot 2, "Marsac Parking Structure Subdivision Plat Amended".
6. Covenants, Conditions, Restrictions, Requirements, Easements, or any items previously associated with the property described hereon remain in effect.
7. All requirements set forth to this Condominium Conversion are in addition to previously associated items.
8. The Units of this Condominium are served by a Common Private Lateral Wastewater Line. The "MARSAC-SWEDE CONDOMINIUM HOMEOWNERS ASSOCIATION" Shall be responsible for Ownership, Operation and Maintenance of all Common Private Lateral Wastewater Lines
9. A Single Master Water Meter must be supplied to serve all Units within this Condominium.
9. Building Department approval of a Fire Sprinkler Plan is Required.

OWNERS DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that by the virtue of a corporate resolution, Park City Municipal Corporation, owner of the herein described tract of land, to be known hereafter as the "MARSAC-SWEDE CONDOMINIUMS", do hereby certify that I have caused this plat to be prepared, and does hereby consent to the recordation of this plat.
ALSO, the owners, or his/her representatives, hereby irrevocably offers for dedication to the City of Park City all the streets, land for local government uses, easements, parks, and required utilities and easements shown on the plat and construction drawings in accordance with and irrevocable of dedication.
ALSO, the owners, or his/her representatives, hereby certify that the building containing Units shown on this Plat, under construction at the time the Plat is recorded, will, when completed, be substantially as shown on this Plat.

In witness whereof, I have hereunto set my hand this _____ day of _____, 2008.

Dana Williams, Mayor
Park City Municipal Corporation

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
County of Summit
Personally appeared before me this _____ day of _____, 2008 the following:
Dana Williams, who after being duly sworn, acknowledged to me that he is Mayor, Park City Municipal Corporation and that he signed the owners dedication freely and voluntarily for and on behalf of said corporation and that said corporation executed the same.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

RESIDING IN _____

OWNERS DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that by the virtue of a corporate resolution, The Redevelopment Agency of Park City and the Municipal Building Authority of Park City, UT, owners of the herein described tract of land, to be known hereafter as the "MARSAC-SWEDE CONDOMINIUMS", do hereby certify that I have caused this plat to be prepared, and does hereby consent to the recordation of this plat.
ALSO, the owners, or his/her representatives, hereby irrevocably offers for dedication to the City of Park City all the streets, land for local government uses, easements, parks, and required utilities and easements shown on the plat and construction drawings in accordance with and irrevocable of dedication.
ALSO, the owners, or his/her representatives, hereby certify that the building containing Units shown on this Plat, under construction at the time the Plat is recorded, will, when completed, be substantially as shown on this Plat.

In witness whereof, I have hereunto set my hand this _____ day of _____, 2008.

The Redevelopment Agency of Park City
By: Dana Williams, Chairman
Municipal Building Authority of Park City, UT.
By: Dana Williams, Chairman

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
County of Summit
Personally appeared before me this _____ day of _____, 2008 the following:
Dana Williams, who after being duly sworn, acknowledged to me that he is Chairman of The Redevelopment Agency of Park City and of the Municipal Building Authority of Park City, UT., and that he signed the owners dedication freely and voluntarily for and on behalf of said corporation and that said corporation executed the same.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

RESIDING IN _____

SURVEYOR'S CERTIFICATE

I, Gregory R. Wolbach, of Park City, Utah, Certify that I am a Licensed Professional Land Surveyor, and that I hold License No. 187788, as prescribed by the laws of the State of Utah, and that I have performed a Survey of the hereon described property.
I further certify that this Record of Survey is a correct representation of the land surveyed and has been prepared in conformity with the minimum standards and regulations of the law and as specified in Section 57-B-13 of Chapter 8, Condominium Ownership Act. Utah Code Title 17, Real Estate.

Gregory R. Wolbach
STATE OF UTAH
PROFESSIONAL LAND SURVEYOR
NO. 187788
Date: _____

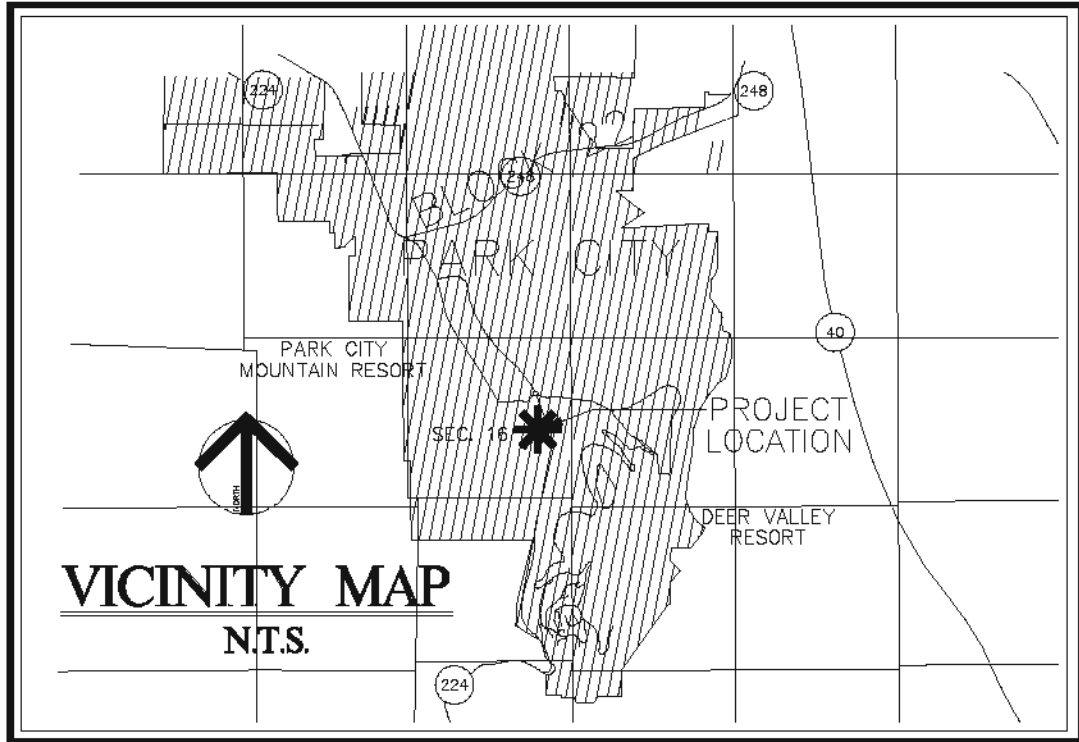
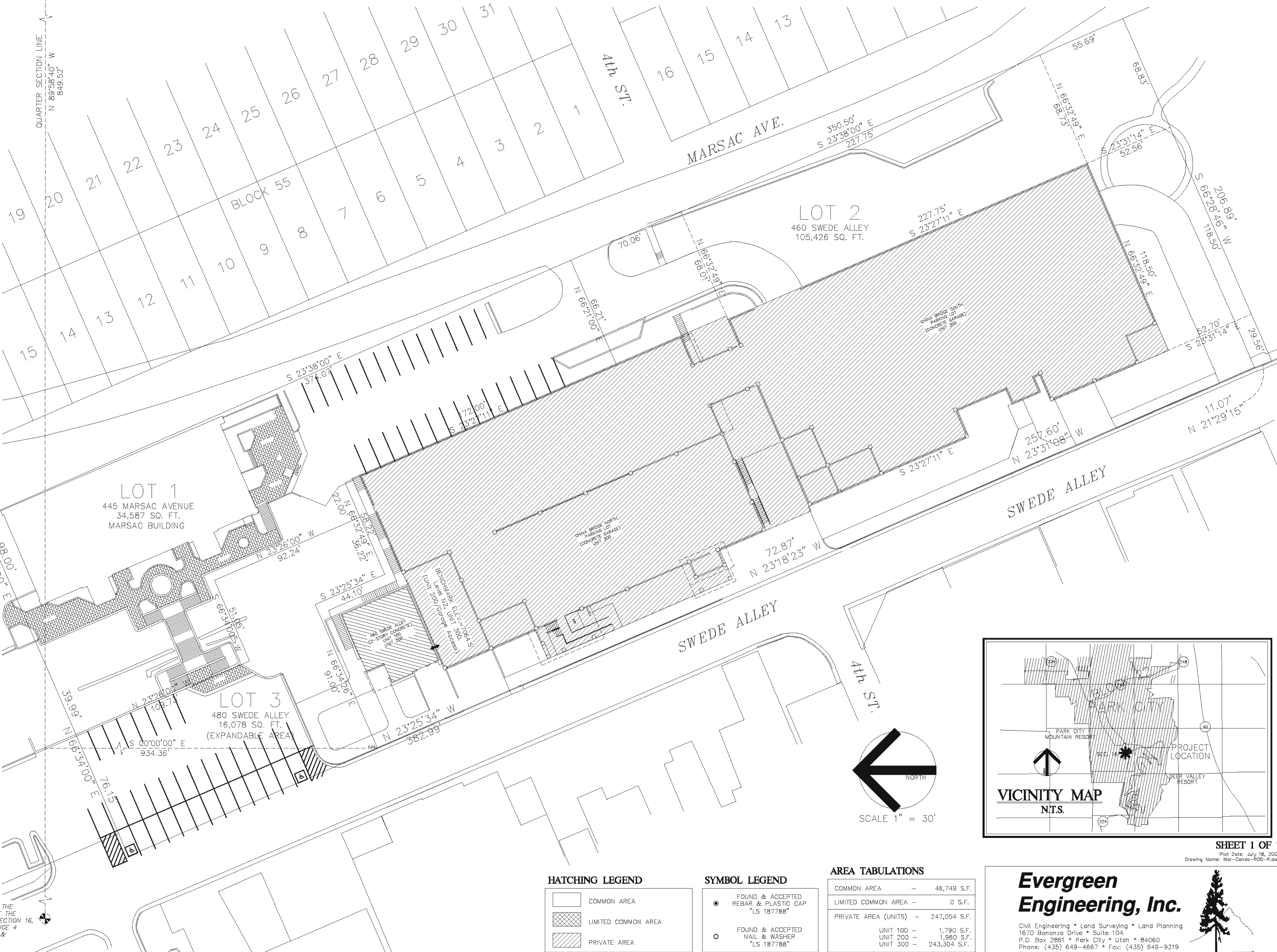
EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN, A FOUND IRON PIPE AND BRASS CAP.

QUARTER SECTION LINE
N 89°58'40" W
849.52'

SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN, A FOUND 3/4" REBAR.

RECORD OF SURVEY MAP
MARSAC-SWEDE CONDOMINIUMS

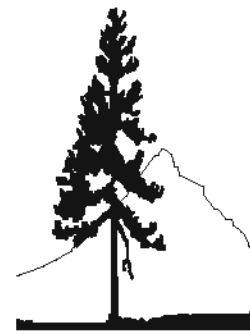
- A UTAH EXPANDABLE CONDOMINIUM PROJECT -
A PARCEL OF LAND LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH



SHEET 1 OF 7
Print Date: July 18, 2008
Drawing Name: Mar-Swede-RDS-R.dwg

Evergreen Engineering, Inc.

Civil Engineering • Land Surveying • Land Planning
1670 Bonanza Drive • Suite 104
P.O. Box 2861 • Park City • Utah • 84060
Phone: (435) 649-4667 • Fax: (435) 649-9219
E-mail: office@evergreen-eng.com



PARK CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE
PARK CITY PLANNING COMMISSION ON THIS
DAY OF _____ A.D. 2008.

CHAIRMAN

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY
MAP WAS APPROVED BY PARK CITY
COUNCIL THIS _____ DAY
OF _____, 2008 A.D.

BY _____
PARK CITY RECORDER

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER
RECLAMATION DISTRICT STANDARDS ON THIS
DAY OF _____, 2008 A.D.

BY _____
S.B.W.R.D.

ENGINEERS CERTIFICATE

I FIND THIS PLAT TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS _____
DAY OF _____, 2008 A.D.

BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____
DAY OF _____, 2008 A.D.

BY _____
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS _____ DAY OF _____
2008 A.D.

BY _____
MAYOR

RECORDED

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

FEE _____ RECORDER



HATCHING LEGEND

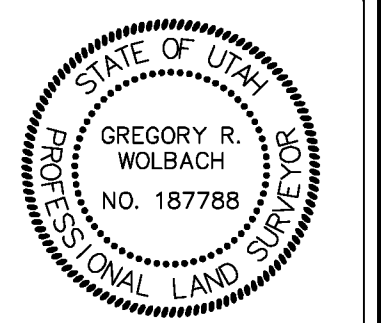
NO. _____	RECORDED
DATE _____	
STATE OF _____	
CITY OF _____	
RECORDED AT THE REQUEST OF _____	
FEES _____	CITY RECORDER _____

PLOTTED: JULY 18, 2008

FOR: **PARK CITY MUNICIPAL CORP.**

DWG: **MAR-CONDO-FP**

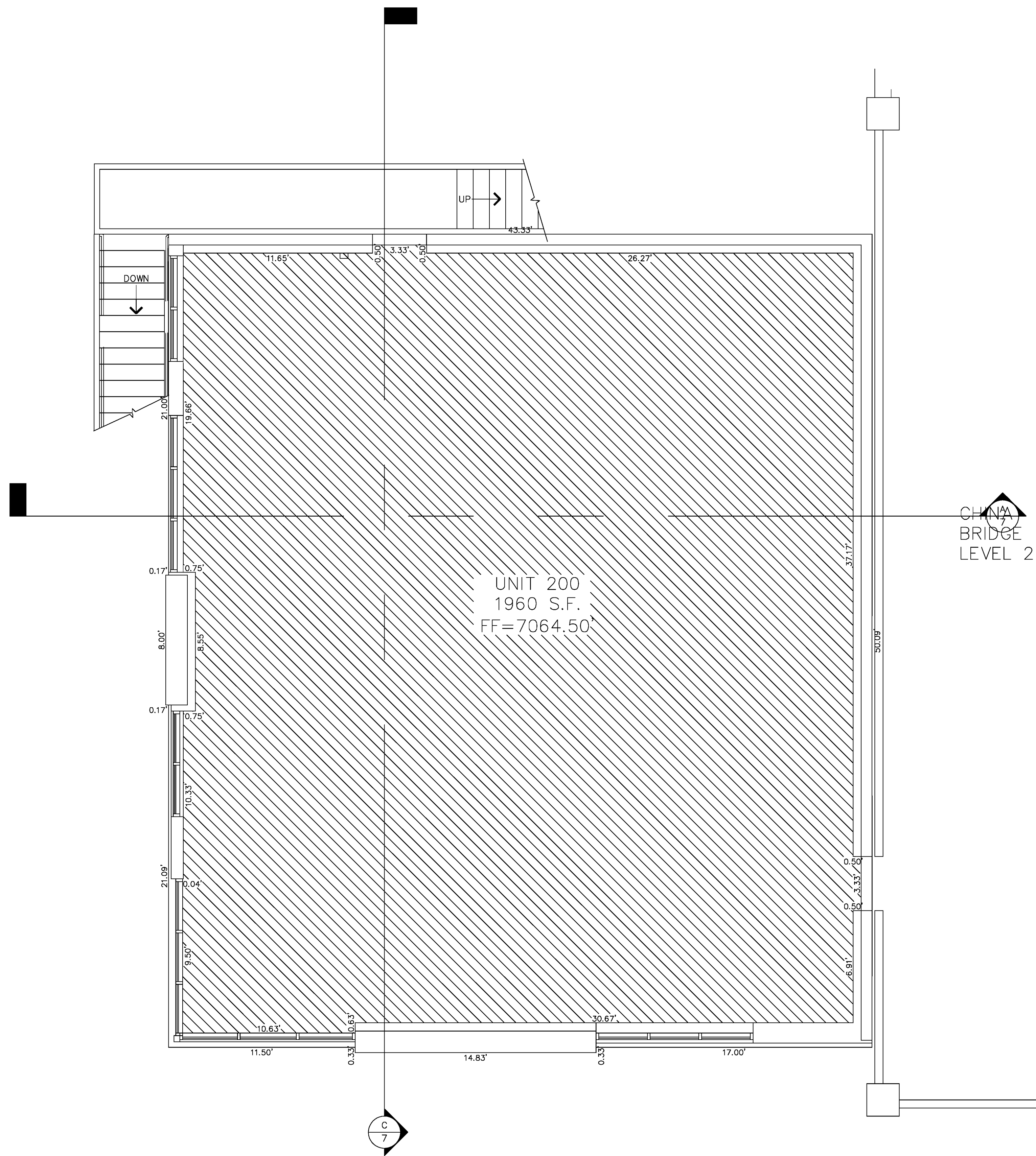
JOB NO. **0735**

[illegible]

DESIGNED BY:
FFKR ARCHITECTS

DRAWN BY:
GRW

CHECKED BY:
GRW/ADM



NO. _____ RECORDED

DATE _____

CITY OF _____

RECORDED AT THE REQUEST OF _____

FEES _____ CITY RECORDER

PLOTTED: JULY 18, 2008

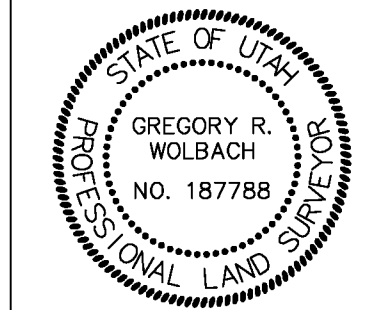
THE MARSAC-SWEDE CONDOMINIUMS
FLOOR PLAN - UNIT 200

FOR: PARK CITY MUNICIPAL CORP.

DWG: MAR-CONDO-FP

DOB NO. 0735

DESIGNED BY:
FFKR ARCHITECTS
DRAWN BY:
GRW
CHECKED BY:
GRW/ADM

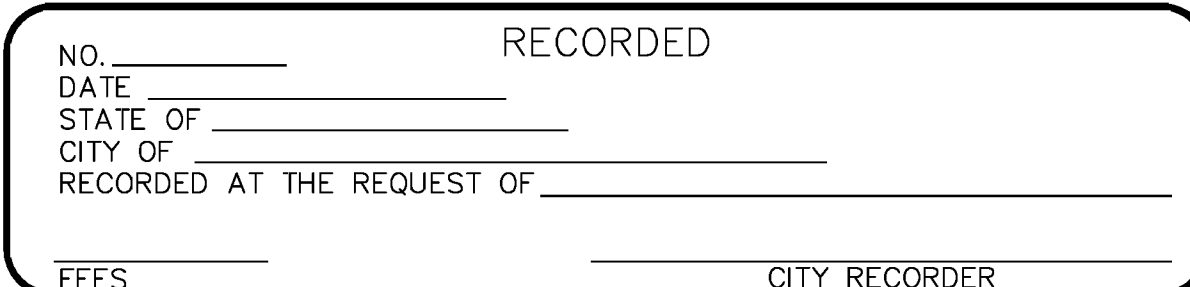
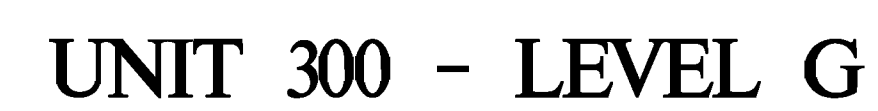
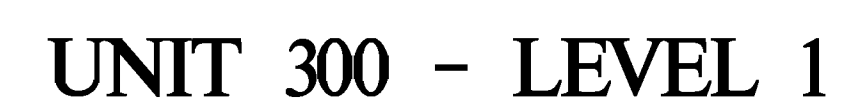


DATE	BY	REVISIONS	COMMENTS

© 2008 Evergreen Engineering, Inc.

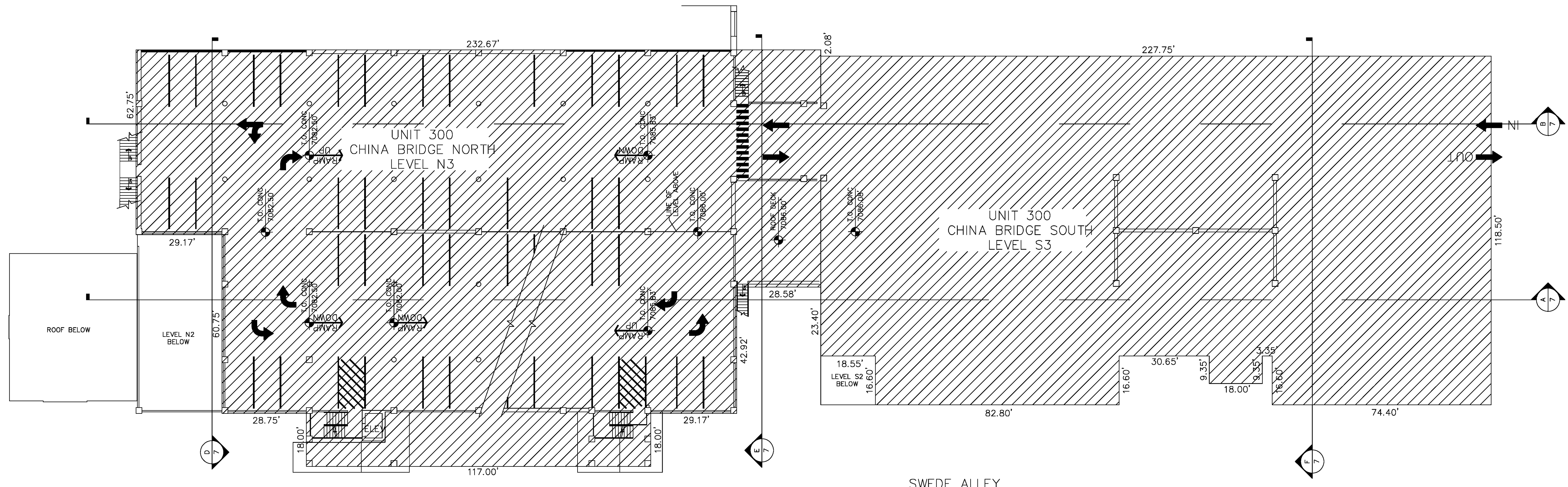
Evergreen Engineering, Inc.

Civil Engineering • Land Surveying • Land Planning
1670 Bonanza Drive • Suite 104
Park City, Utah • 84060
Phone: (435) 649-4667 • Fax: (435) 649-9219
E-mail: office@evergreen-eng.com

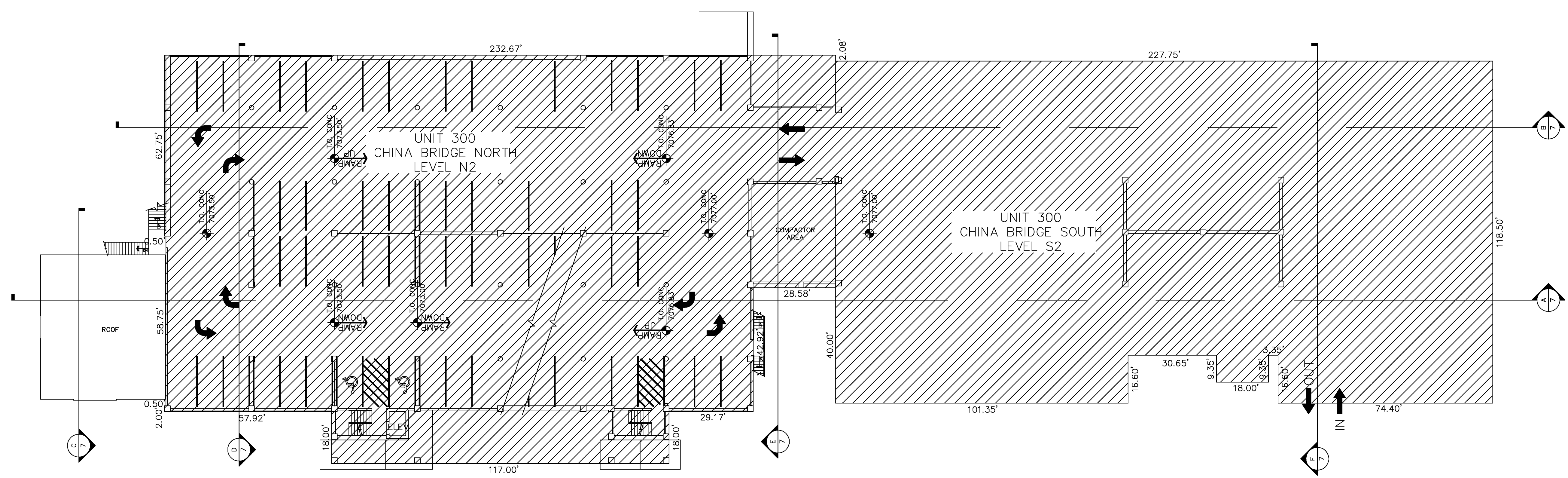
SHEET 4 OF 7

**Evergreen
Engineering, Inc.**

Civil Engineering • Land Surveying • Land Planning
1670 W. 10th Ave., Suite 104
P.O. Box 2861 • Park City, UT • 84060
Phone: (435) 649-4667 • Fax: (435) 649-9219
E-mail: offices@evergreen-eng.com



UNIT 300 - LEVEL 3



UNIT 300 - LEVEL 2

HATCHING LEGEND

COMMON AREA

LIMITED COMMON AREA

PRIVATE AREA

SCALE: 1" = 20'

NORTH

NO. _____

DATE _____

STATE OF _____

CITY OF _____

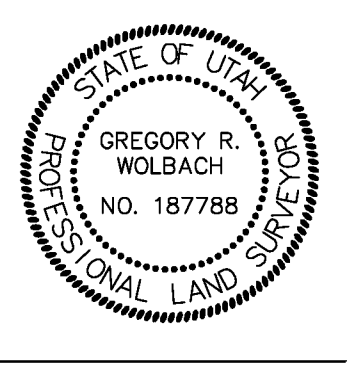
RECORDED AT THE REQUEST OF _____

FEES _____

CITY RECORDER

RECORDED

THE MARSAC-SWEDE CONDOMINIUMS
FLOOR PLAN - UNIT 300
LEVEL 2 & 3



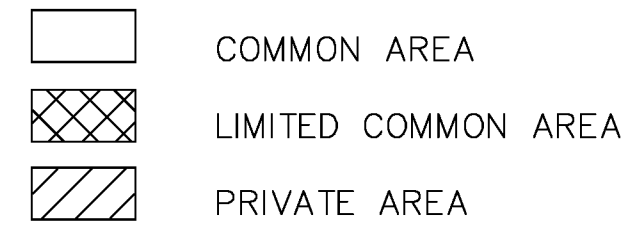
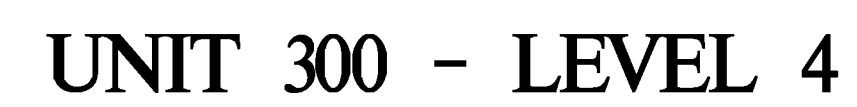
SURVEYED BY: GRW/ADM
DRAWN BY: GRW
CHECKED BY: GRW/ADM

DATE	BY	REVISIONS	COMMENTS

Evergreen Engineering, Inc.

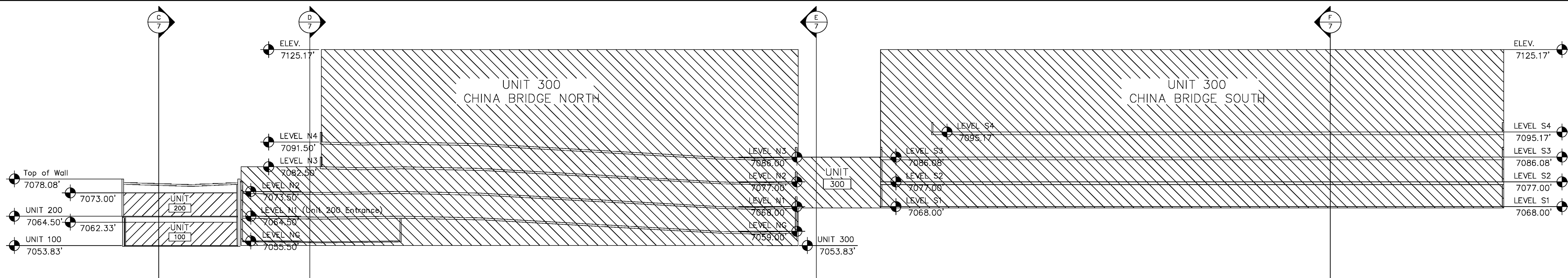
Civil Engineering • Land Surveying • Land Planning
1970 Bonanza Drive • Suite 104
Park City, Utah • 84060
Phone: (435) 649-4667 • Fax: (435) 649-9219
E-mail: office@evergreen-eng.com

FOR: PARK CITY MUNICIPAL CORP. JOB NO. 0735

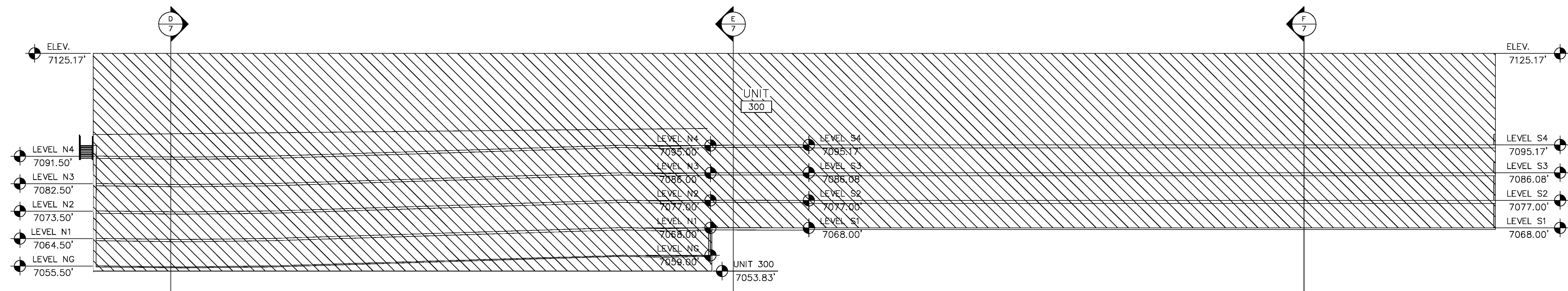


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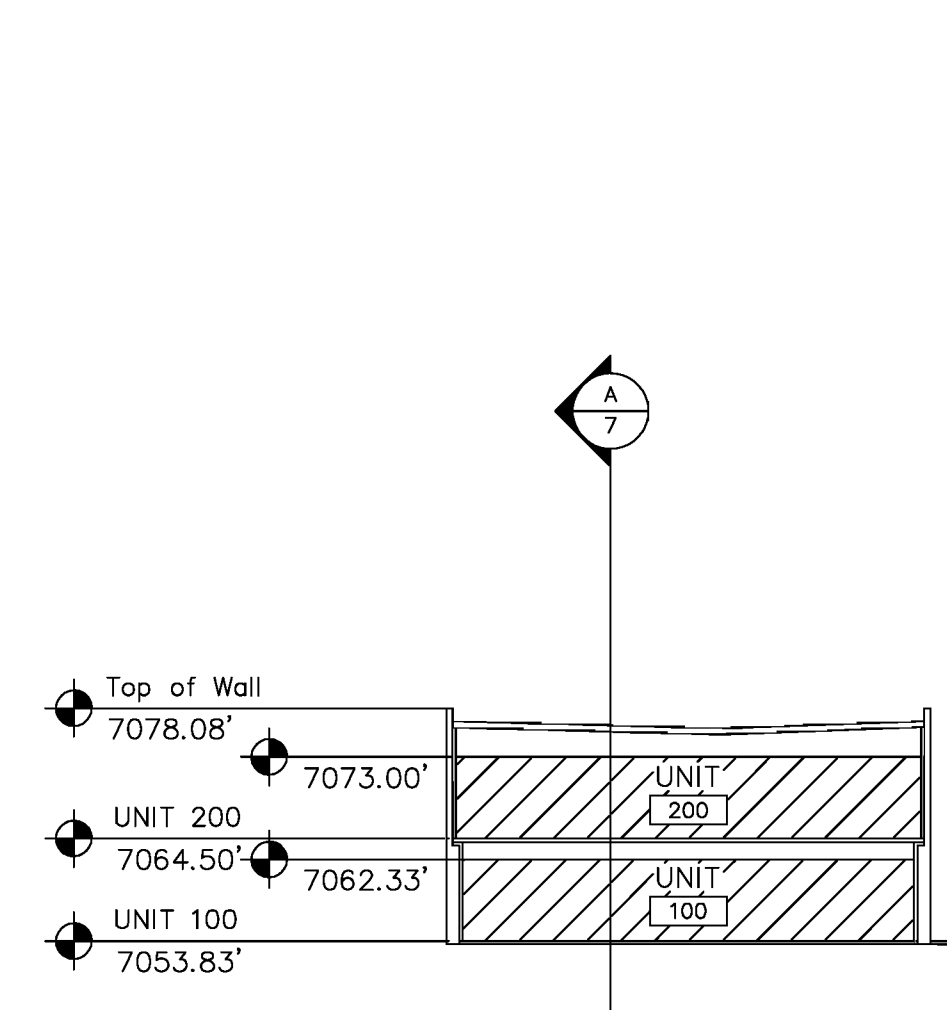
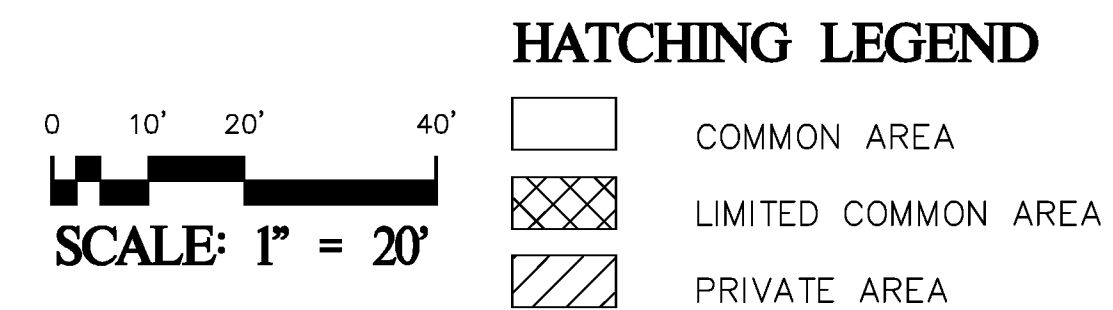
CITY RECORDER



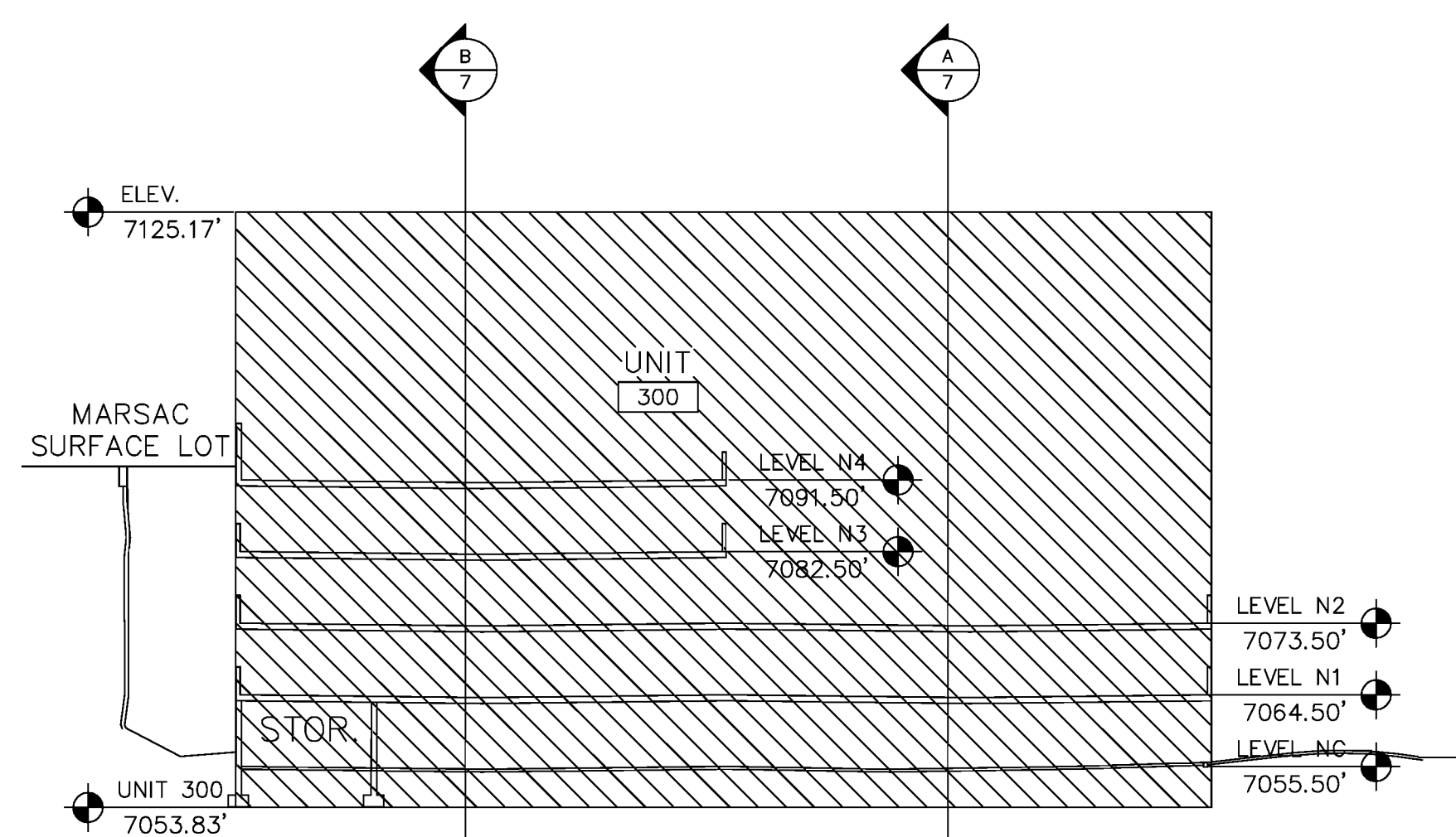
SECTION A
UNITS 100, 200 & 300



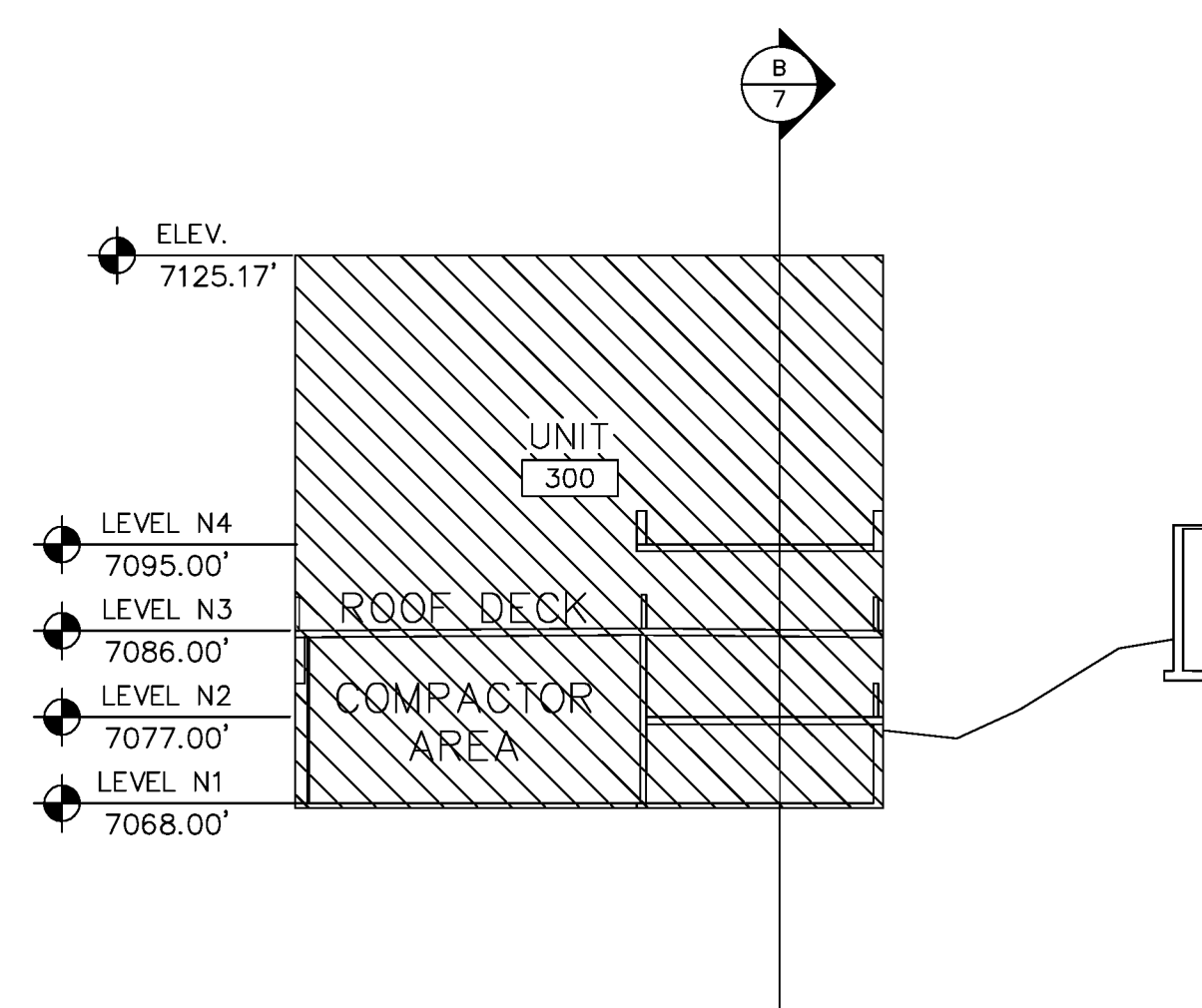
SECTION B
UNIT 300



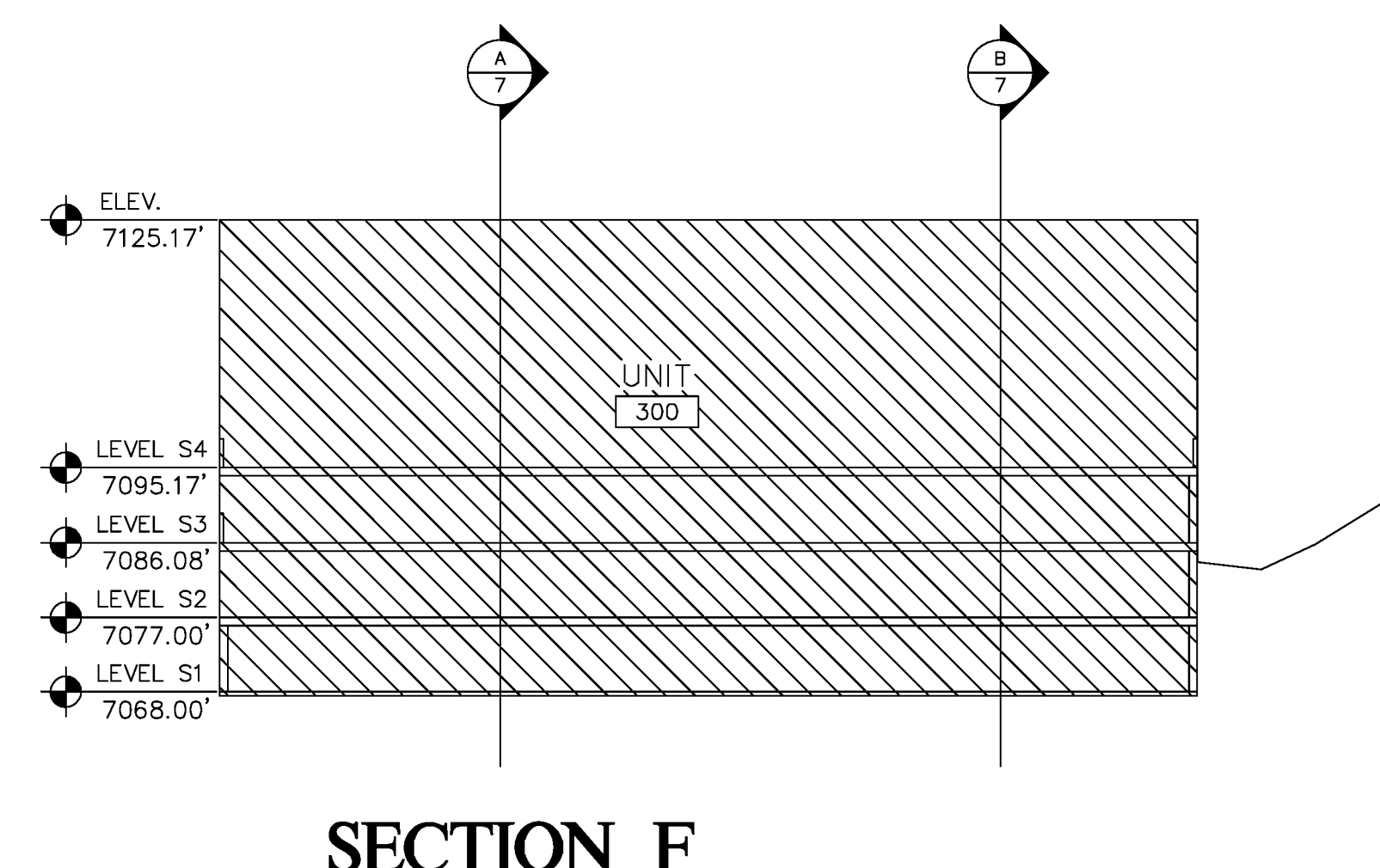
SECTION C
UNITS 100 & 200



SECTION D
UNIT 300 (NORTH LOT)



SECTION E
UNIT 300



SECTION F
UNIT 300 (SOUTH LOT)

NO. _____ RECORDED

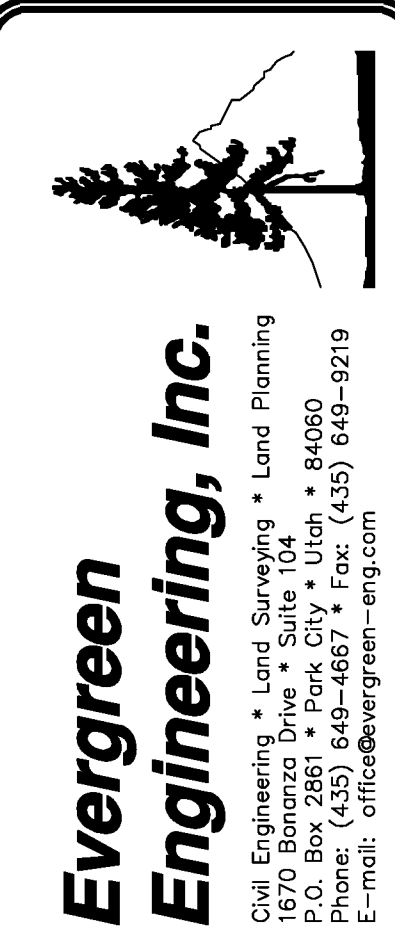
DATE _____

STATE OF _____

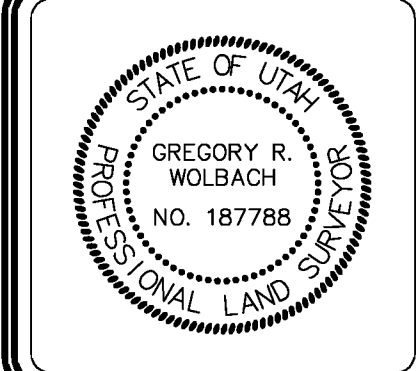
CITY OF _____

RECORDED AT THE REQUEST OF _____

FEES _____ CITY RECORDER



REVISIONS	DATE	BY	COMMENTS



SURVEYED BY:
GRW/ADM

DRAWN BY:
GRW

CHECKED BY:
GRW/ADM

THE MARSAC-SWEDE CONDOMINIUMS

BUILDING SECTIONS A - F

NO. 0735

FOR: PARK CITY MUNICIPAL CORP.

DATE: JULY 18, 2008

SHEET 7 OF 7

LEGAL DESCRIPTION

All of Lot 2, Marsac Parking Structure Subdivision Plat Amended, on file and of record in the Office of the Summit County Recorder, more particularly described as follows;

Beginning at the Northwest corner of Lot 2, Marsac Parking Structure Subdivision Plat Amended, said point of beginning being located North 89°58'40" West along the center section line a distance of 849.52 feet and South 00°00'00" East a distance of 934.36 feet from the East quarter corner of said Section 16 (a found iron pipe and brass cap); Thence continuing along the boundary line of said Lot 2 the following eleven (11) calls: (1) Thence North 66°34'26" East a distance of 91.00 feet; (2) Thence South 23°25'34" East a distance of 44.10 feet; (3) Thence North 66°32'49" East a distance of 58.22 feet; (4) Thence South 23°27'11" East a distance of 172.0 feet; (5) Thence North 66°21'00" East a distance of 66.21 feet; (6) Thence South 23°38'00" East a distance of 350.50 feet; (7) Thence South 66°28'48" West a distance of 216.89 feet; (8) Thence North 21°29'15" West a distance of 11.25 feet; (9) Thence North 23°31'08" West a distance of 257.44 feet; (10) Thence North 23°18'23" West a distance of 72.88 feet; (11) Thence North 23°25'34" West a distance of 225.12 feet to the POINT OF BEGINNING. Contains: 105,426 square feet or 2.42 acres, more or less.

NOTES:

1. Located Within: The Southeast 1/4 of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian, Park City, Summit County, Utah.
2. Basis of Bearing: North 89°58'40" West, along the Quarter Section Line between the East Quarter Corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian (a found Iron Pipe with Brass Cap) and the Southwest Corner of the Southeast Quarter of the Northeast Quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian (a found 3/4" Rebar), as shown hereon.
3. Property Corners: Found and Accepted Survey Monuments at all corners, as shown hereon.
4. Project Benchmark Elevation = 7064.50'. Top of concrete slab, Level N2 China Bridge at Unit 200 access, as shown hereon.
5. This Plat Represents a Condominium Conversion of Lot 2, "Marsac Parking Structure Subdivision Plat Amended".
6. Covenants, Conditions, Restrictions, Requirements, Easements, or any Items previously associated with the property described hereon remain in effect.
All requirements set forth to this Condominium Conversion are in addition to previously associated items.
7. The Units of this Condominium are served by a Common Private Lateral Wastewater Line. The "MARSAC-SWEDE CONDOMINIUM OWNERS ASSOCIATION" Shall be responsible for Ownership, Operation and Maintenance of all Common Private Lateral Wastewater Lines.
8. A Single Master Water Meter must be supplied to serve all Units within this Condominium.
9. Building Department approval of a Fire Sprinkler Plan is Required.
10. Unit 200 Access Easement: An access easement is hereby created through Unit 300 (China Bridge Parking Garage) for the benefit of Unit 200. The purpose of this easement is to provide a handicap accessible ingress/egress point to Unit 200. It is the responsibility of the Association to ensure this access is maintained and available.
11. Public Access Easement: A Non-exclusive Public Access easement is hereby created through Unit 300 (China Bridge Parking Garage) for the benefit of the general public. The purpose of this easement is to provide access for public parking to and within the existing China Bridge parking Garage.

OWNERS DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that by the virtue of a corporate resolution, Park City Municipal Corporation, owner of the herein described tract of land, to be known hereafter as the "MARSAC-SWEDE CONDOMINIUMS", do hereby certify that I have caused this plat to be prepared, and does hereby consent to the recordation of this plat.
ALSO, the owners, or his/her representatives, hereby irrevocably offers for dedication to the City of Park City all the streets, land for local government uses, easements, parks, and required utilities and easements shown on the plat and construction drawings in accordance with and irrevocable of dedication.
ALSO, the owners, or his/her representatives, hereby certify that the building containing Units shown on this Plat, under construction at the time the Plat is recorded, will, when completed, be substantially as shown on this Plat.

In witness whereof, I have hereunto set my hand this _____ day of _____, 2008.

Dana Williams, Mayor
Park City Municipal Corporation

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
County of Summit
Personally appeared before me this _____ day of _____, 2008 the following:
Dana Williams, who after being duly sworn, acknowledged to me that he is Mayor, Park City Municipal Corporation and that he signed the owners dedication freely and voluntarily for and on behalf of said corporation and that said corporation executed the same.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC
RESIDING IN _____

OWNERS DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that by the virtue of a corporate resolution, The Redevelopment Agency of Park City and the Municipal Building Authority of Park City, UT, owners of the herein described tract of land, to be known hereafter as the "MARSAC-SWEDE CONDOMINIUMS", do hereby certify that I have caused this plat to be prepared, and does hereby consent to the recordation of this plat.
ALSO, the owners, or his/her representatives, hereby irrevocably offers for dedication to the City of Park City all the streets, land for local government uses, easements, parks, and required utilities and easements shown on the plat and construction drawings in accordance with and irrevocable of dedication.
ALSO, the owners, or his/her representatives, hereby certify that the building containing Units shown on this Plat, under construction at the time the Plat is recorded, will, when completed, be substantially as shown on this Plat.

In witness whereof, I have hereunto set my hand this _____ day of _____, 2008.

The Redevelopment Agency of Park City
By: Dana Williams, Chairman
Municipal Building Authority of Park City, UT.
By: Dana Williams, Chairman

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
County of Summit
Personally appeared before me this _____ day of _____, 2008 the following:
Dana Williams, who after being duly sworn, acknowledged to me that he is Chairman of The Redevelopment Agency of Park City and of the Municipal Building Authority of Park City, UT., and that he signed the owners dedication freely and voluntarily for and on behalf of said corporation and that said corporation executed the same.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC
RESIDING IN _____

SURVEYOR'S CERTIFICATE

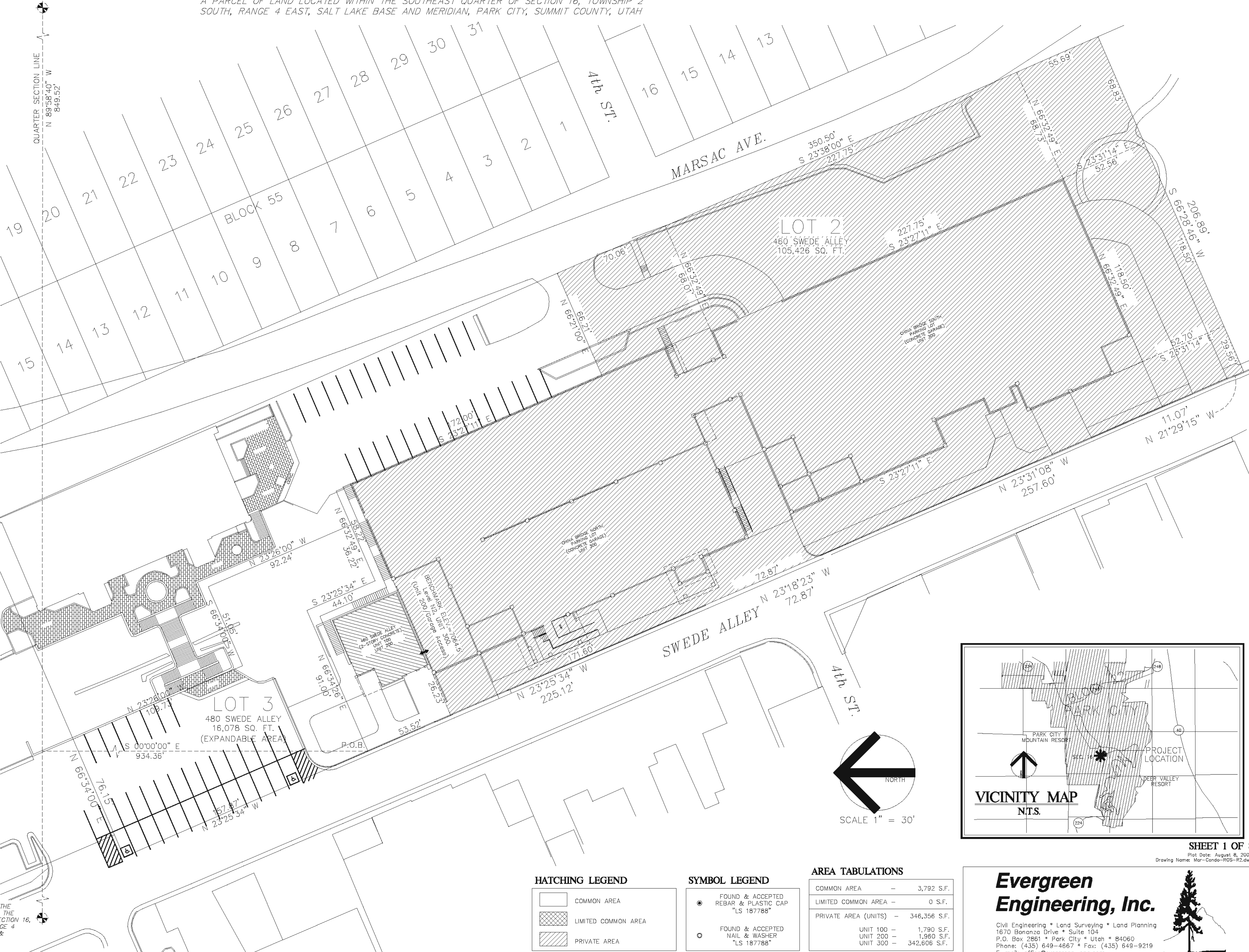
I, Gregory R. Walbach, of Park City, Utah, Certify that I am a Licensed Professional Land Surveyor, and that I hold License No. 187788, as prescribed by the laws of the State of Utah, and that I have performed a Survey of the hereon described property.
I further certify that this Record of Survey is a correct representation of the land surveyed and has been prepared in conformity with the minimum standards and regulations of the law and as specified in Section 57-B-13 of Chapter 8, Condominium Ownership Act, Utah Code Title 17, Real Estate.

Gregory R. Walbach



SOUTHWEST CORNER OF THE
SOUTHEAST QUARTER OF THE
NORTHEAST QUARTER, SECTION 16,
TOWNSHIP 2 SOUTH, RANGE 4
EAST, SALT LAKE BASE &
MERIDIAN.
A FOUND 3/4" REBAR.

EAST QUARTER CORNER OF
SECTION 16, TOWNSHIP 2
SOUTH, RANGE 4 EAST, SALT
LAKE BASE & MERIDIAN.
A FOUND IRON PIPE AND
BRASS CAP.



PARK CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE
PARK CITY PLANNING COMMISSION ON THIS
DAY OF _____ A.D. 2008.

CHAIRMAN

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY
MAP WAS APPROVED BY PARK CITY
COUNCIL THIS _____ DAY
OF _____, 2008 A.D.

BY _____
PARK CITY RECORDER

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER
RECLAMATION DISTRICT STANDARDS ON THIS _____
DAY OF _____, 2008 A.D.

BY _____
S.B.W.R.D.

ENGINEERS CERTIFICATE

I FIND THIS PLAT TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS _____
DAY OF _____, 2008 A.D.

BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____
DAY OF _____, 2008 A.D.

BY _____
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE

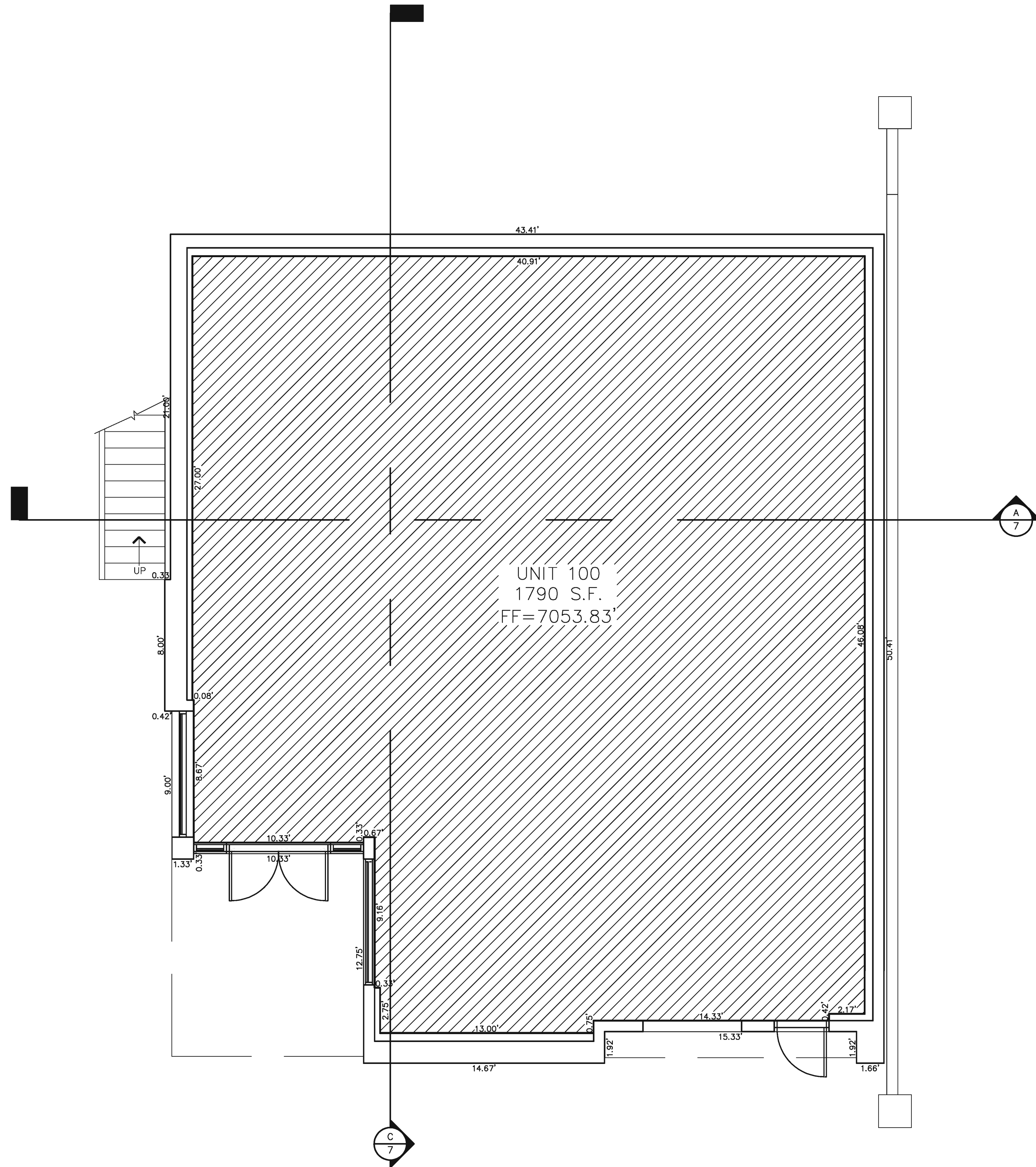
APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS _____ DAY OF _____
2008 A.D.

BY _____
MAYOR

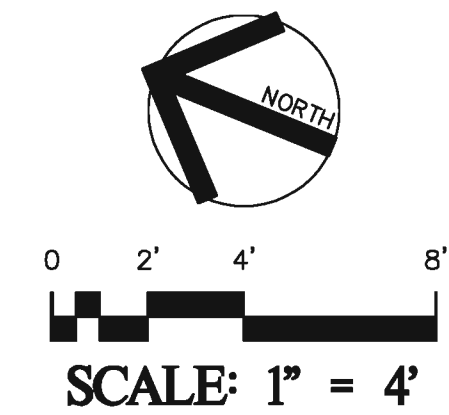
RECORDED

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

FEE _____ RECORDER _____



UNIT 100



HATCHING LEGEND

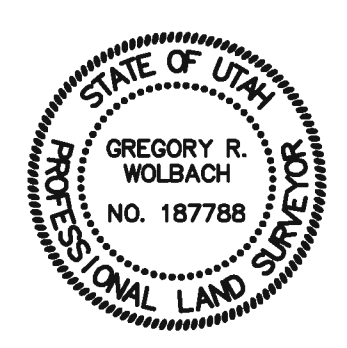
- COMMON AREA
- LIMITED COMMON AREA
- PRIVATE AREA

NO. _____ RECORDED
DATE _____
STATE OF _____
CITY OF _____
RECORDED AT THE REQUEST OF _____
FEES _____ CITY RECORDER

PLOTTED: AUGUST 8, 2008

THE MARSAC-SWEDE CONDOMINIUMS
FLOOR PLAN - UNIT 100

FOR: PARK CITY MUNICIPAL CORP.
JOB NO. 0735
DATE: MAR-CONDO-PP-R2

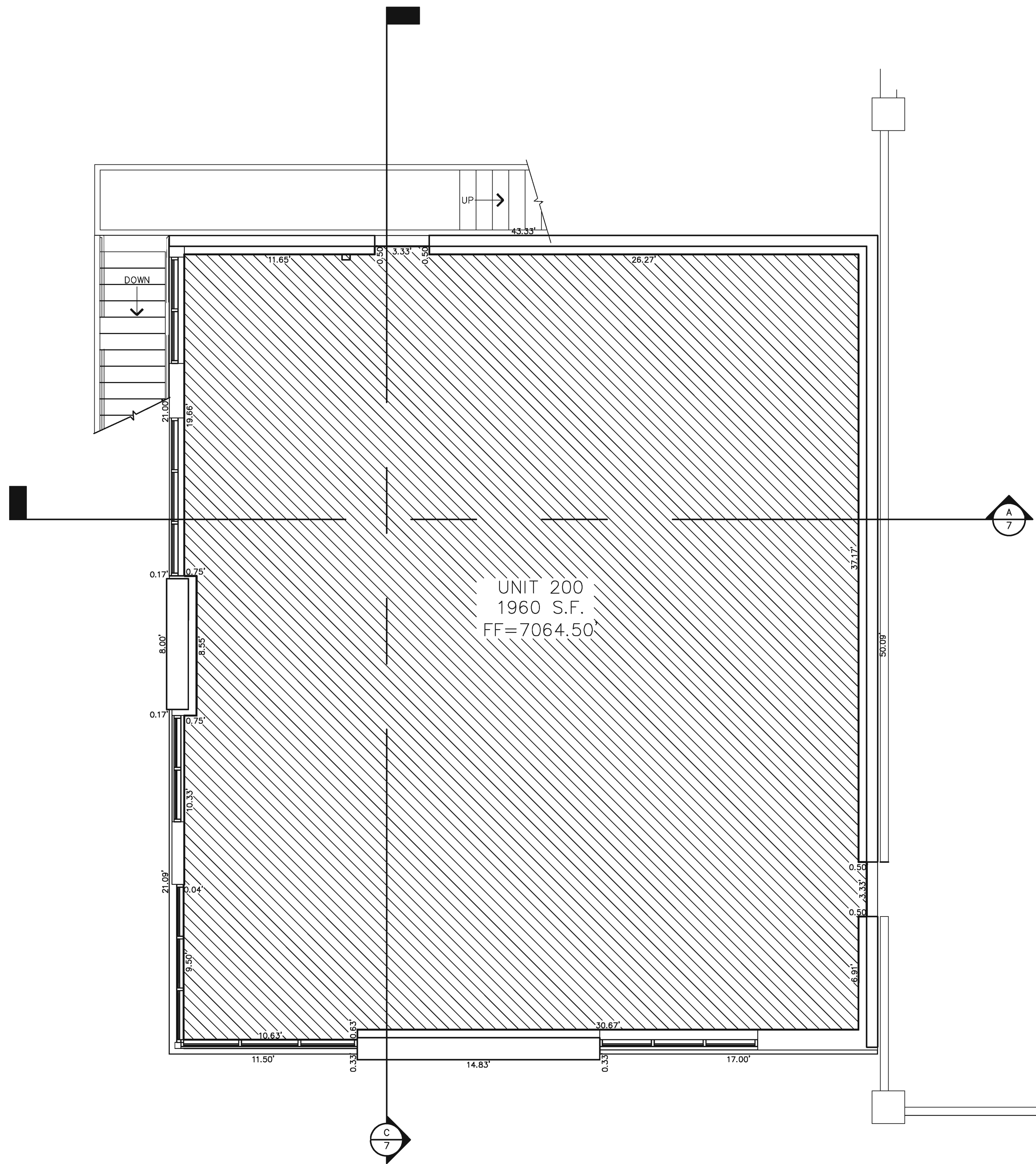


DESIGNED BY:
FFKR ARCHITECTS
DRAWN BY:
GRW
CHECKED BY:
GRW/ADM

DATE	BY	REVISIONS	COMMENTS

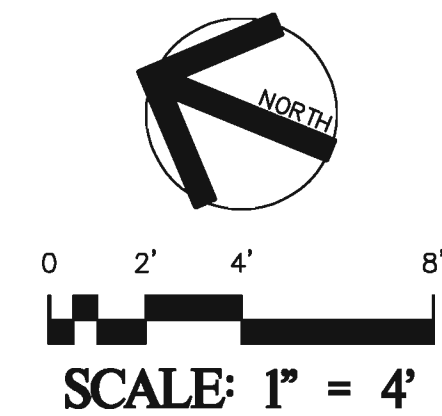
© 2008 Evergreen Engineering, Inc.

Evergreen Engineering, Inc.
Civil Engineering • Land Surveying • Land Planning
1670 Canyon Drive • Salt Lake City, UT 84060
Phone: (435) 649-4667 • Fax: (435) 649-9219
E-mail: office@evergreen-eng.com



UNIT 200

CHINA
BRIDGE
LEVEL 2



HATCHING LEGEND

- COMMON AREA
- LIMITED COMMON AREA
- PRIVATE AREA

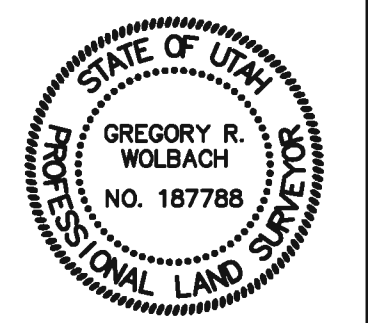
NO. _____ RECORDED
DATE _____
STATE OF _____
CITY OF _____
RECORDED AT THE REQUEST OF _____
FFFS _____ CITY RECORDER

PLOTTED: AUGUST 8, 2008

THE MARSAC-SWEDE CONDOMINIUMS
FLOOR PLAN - UNIT 200

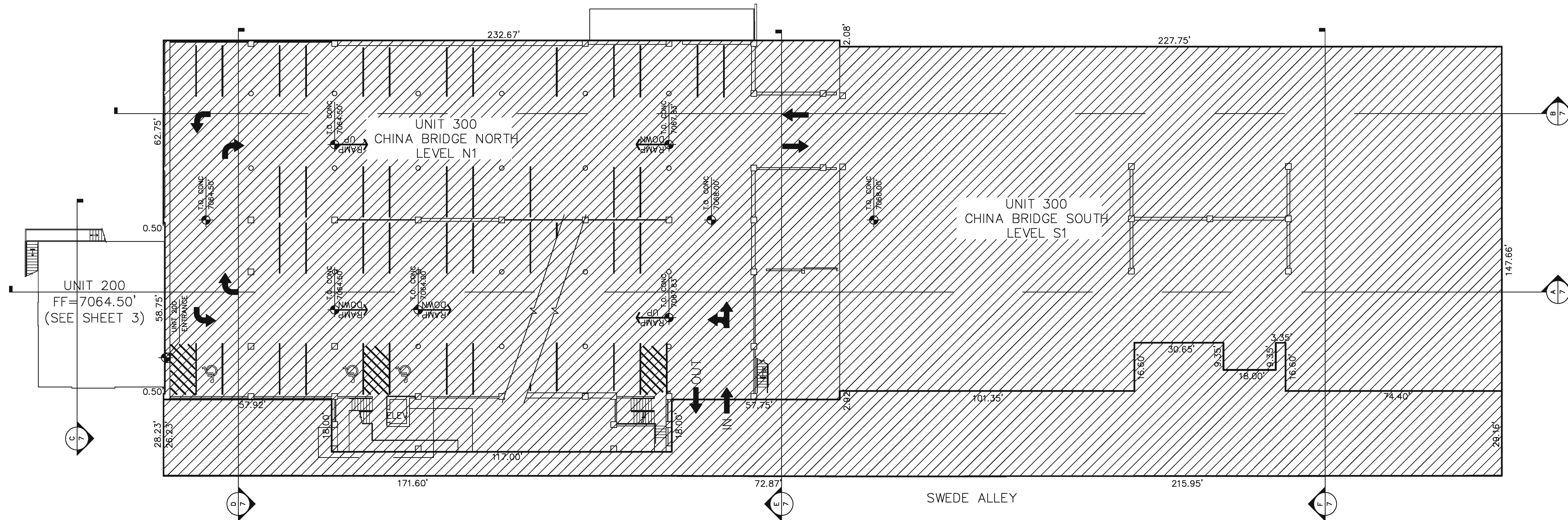
FOR: PARK CITY MUNICIPAL CORP. JOB NO. 0735

DATE	BY	REVISIONS	COMMENTS

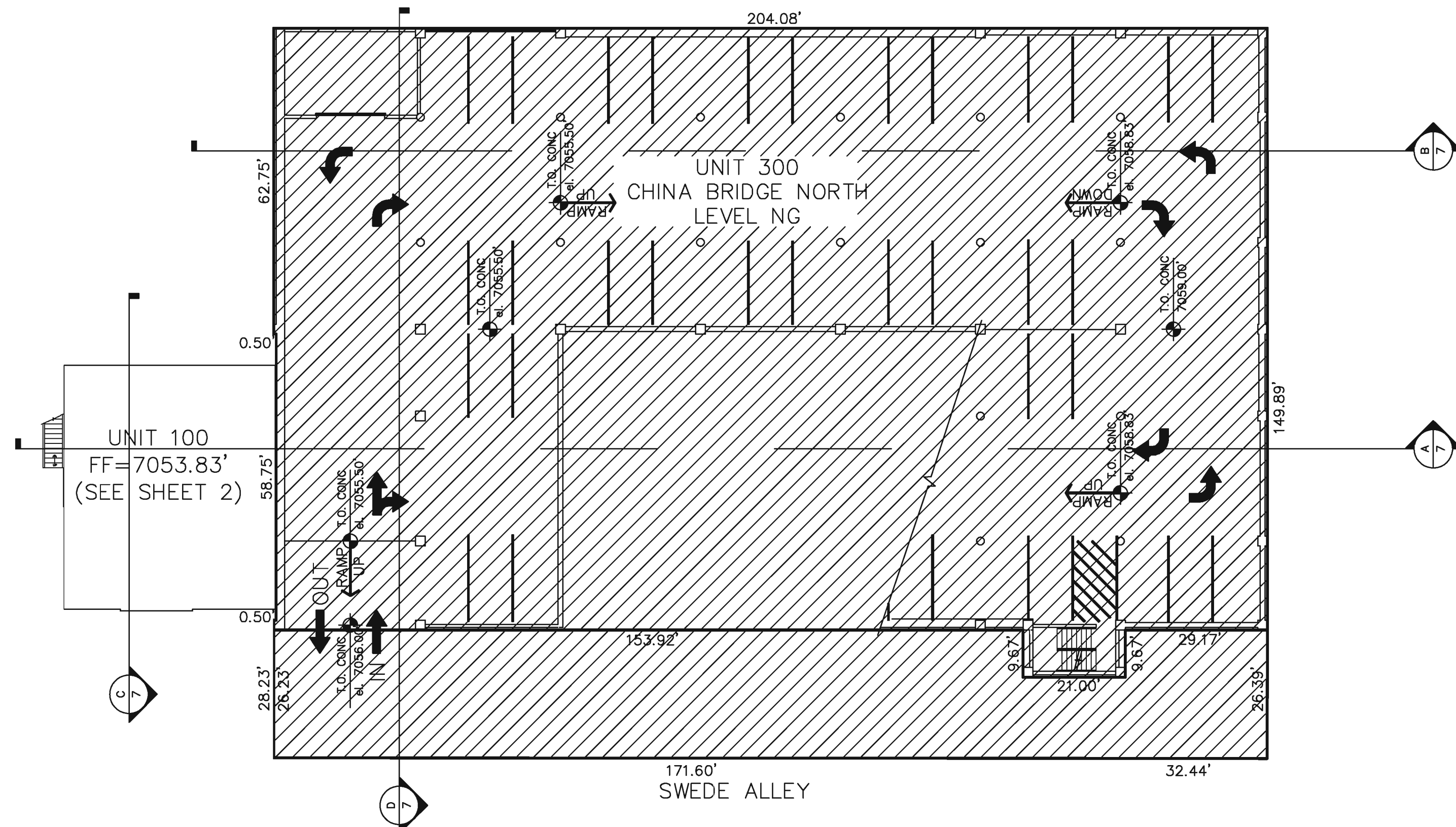


DESIGNED BY:
FFKR ARCHITECTS
DRAWN BY:
GRW
CHECKED BY:
GRW/ADM

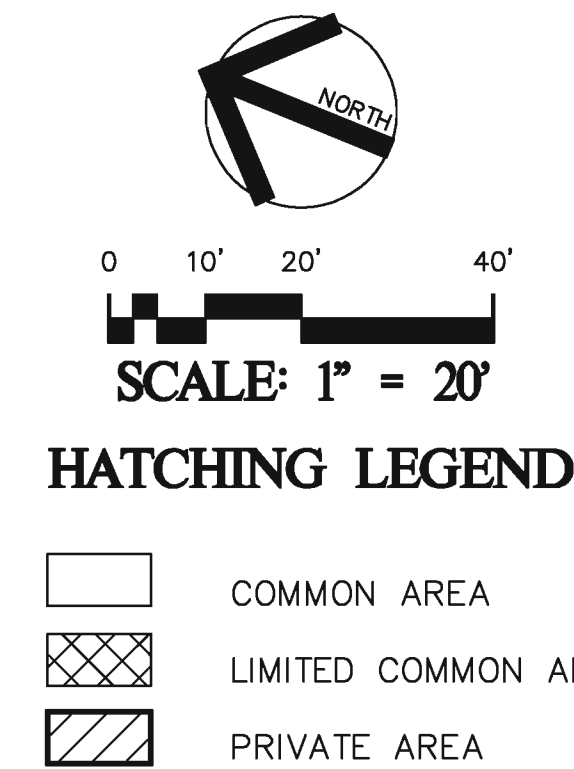
**Evergreen
Engineering, Inc.**
Civil Engineering • Land Surveying • Land Planning
1670 Bonanza Drive • Suite 104 • Park City, Utah • 84060
Phone: (435) 849-4667 • Fax: (435) 849-9219
E-mail: office@evergreen-eng.com



UNIT 300 - LEVEL 1



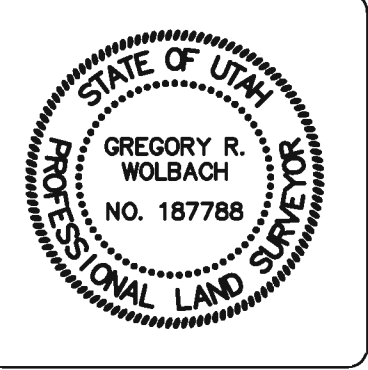
UNIT 300 - LEVEL G



NO. _____ RECORDED
 DATE _____
 STATE OF _____
 CITY OF _____
 RECORDED AT THE REQUEST OF _____
 FEES _____ CITY RECORDER

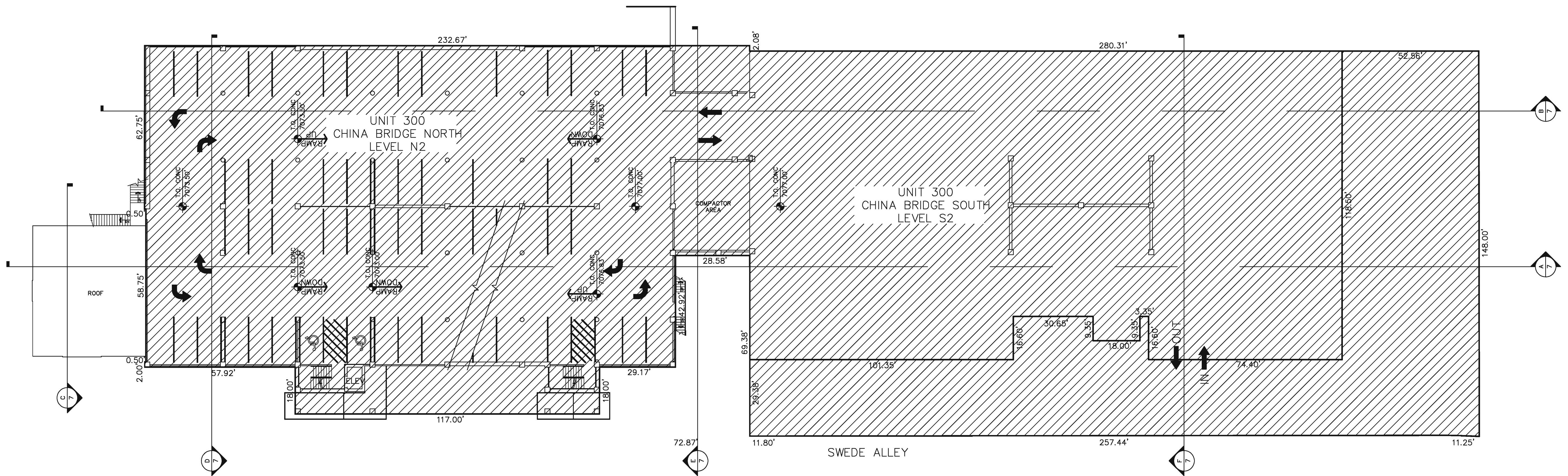


REVISIONS	DATE	BY	COMMENTS

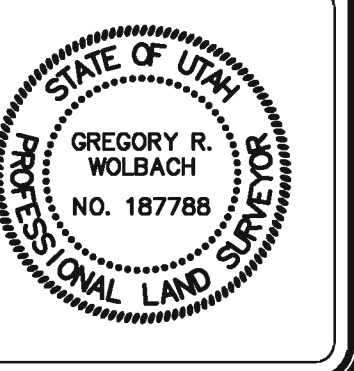


SURVEYED BY: GRW/ADM
 DRAWN BY: GRW
 CHECKED BY: GRW/ADM

THE MARSAC-SWEDE CONDOMINIUMS
 FLOOR PLAN - UNIT 300
 LEVEL G & 1
 FOR: PARK CITY MUNICIPAL CORP.
 PWS: MAR-CONDO-FP2-R2
 JOB NO. 0735



REVISIONS	DATE	BY	COMMENTS



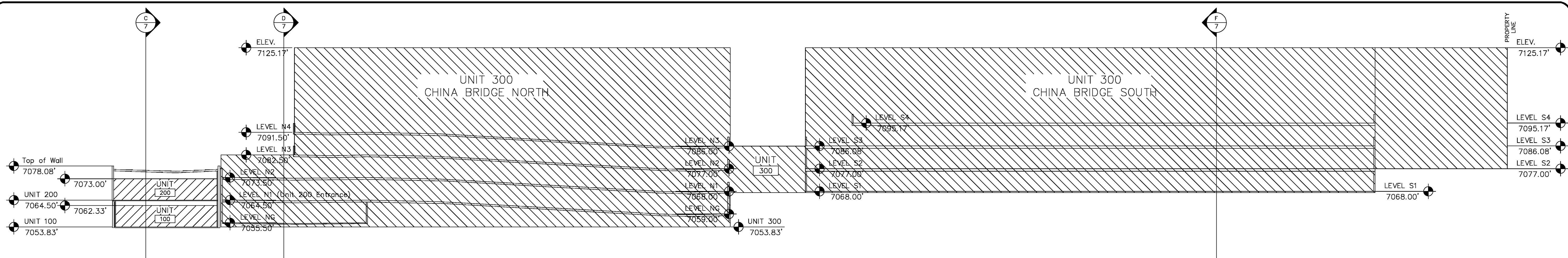
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THE MARSAC-SWEDE CONDOMINIUMS
FLOOR PLAN - UNIT 300
LEVEL 2

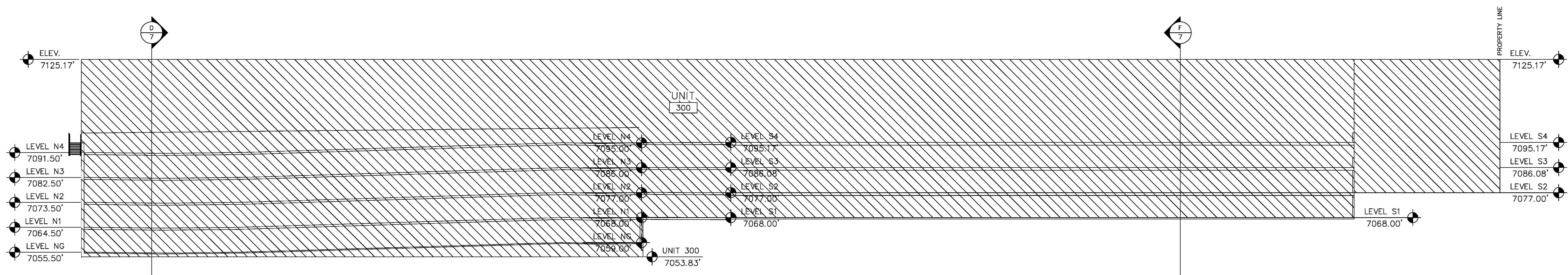
FOR: PARK CITY MUNICIPAL CORP.

DATE: MAR-CONDO-FP2-R2

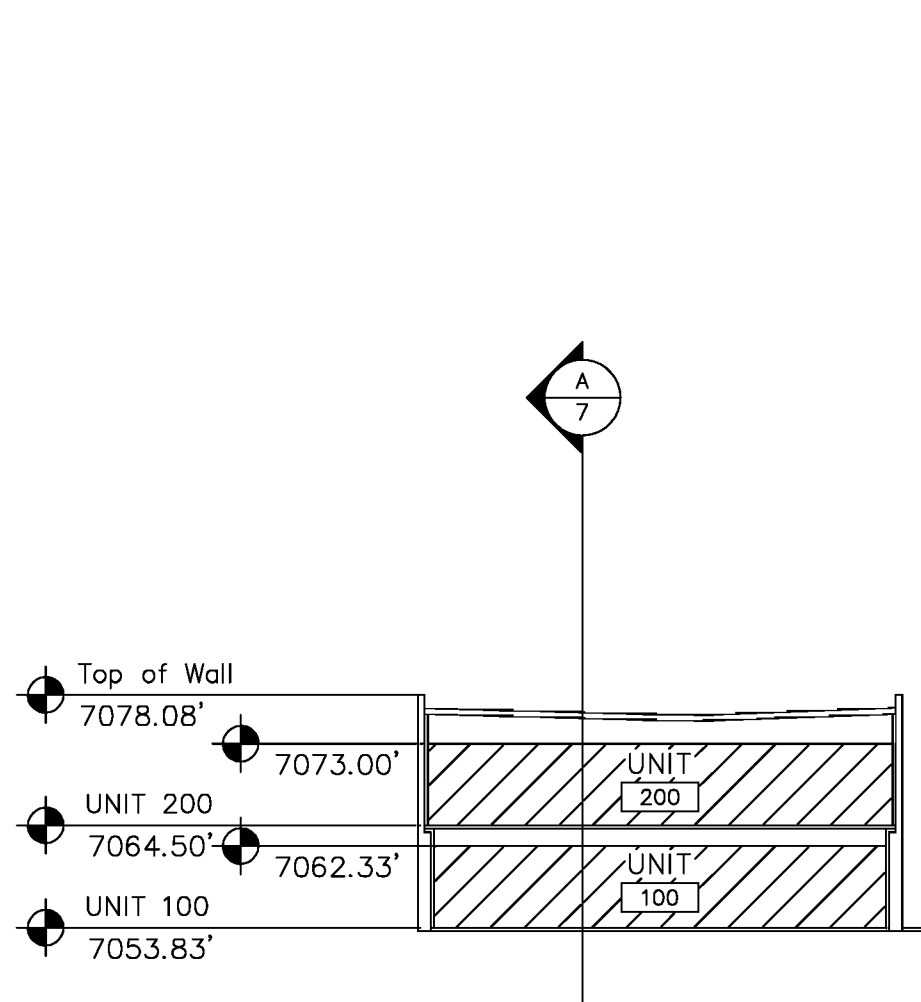
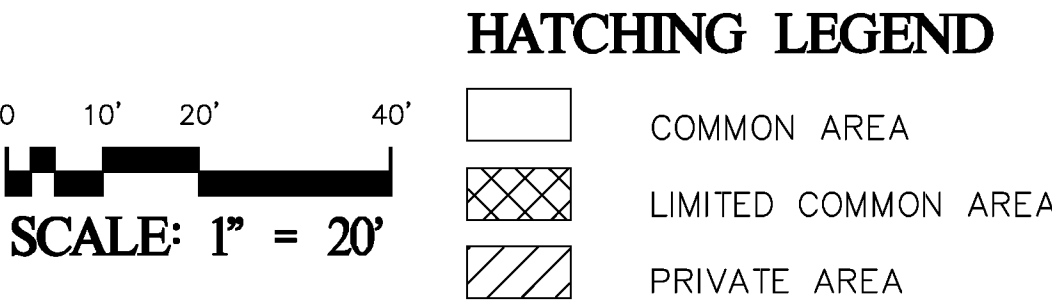
JOB NO. 0735



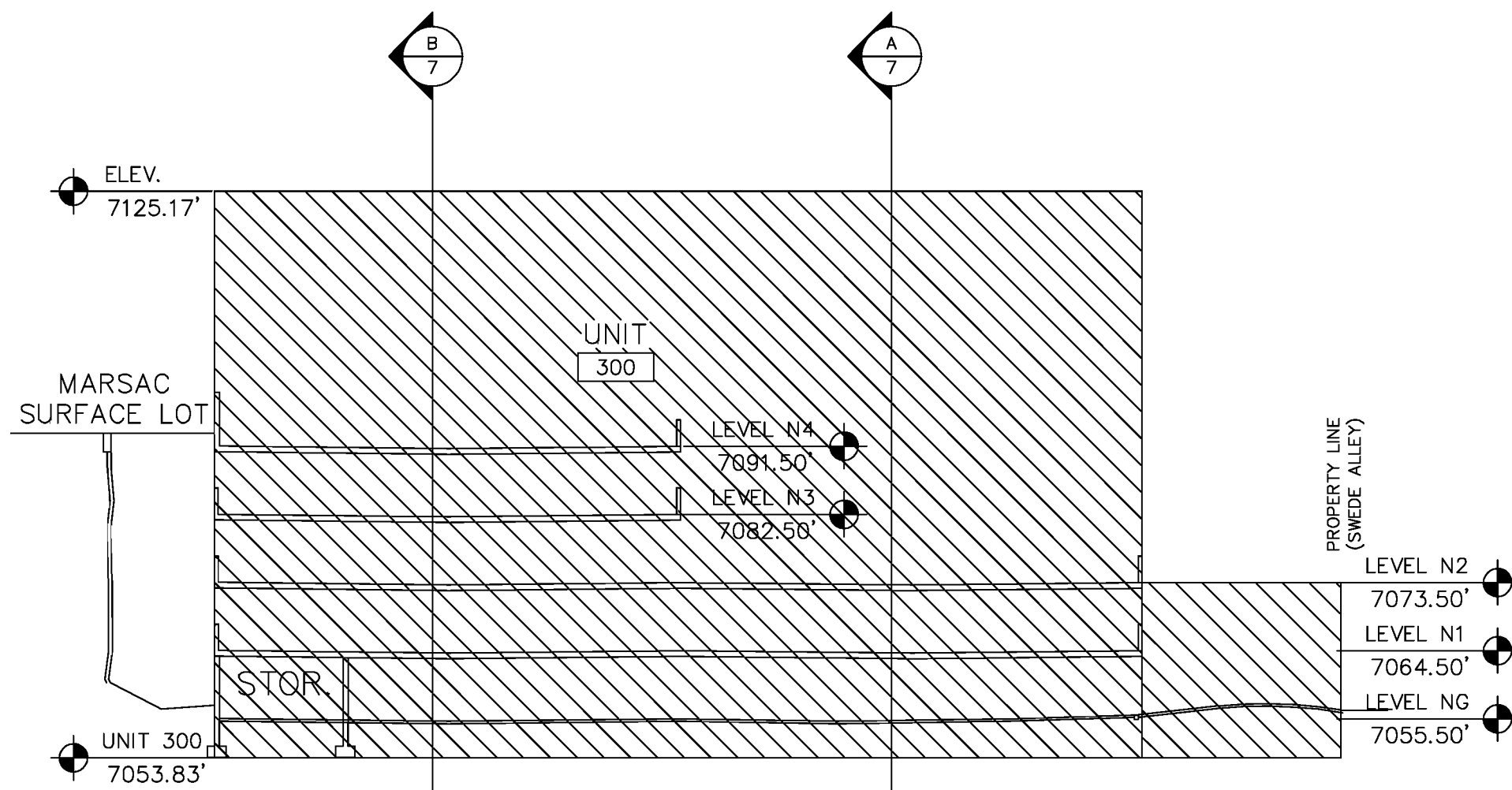
SECTION A
UNITS 100, 200 & 300



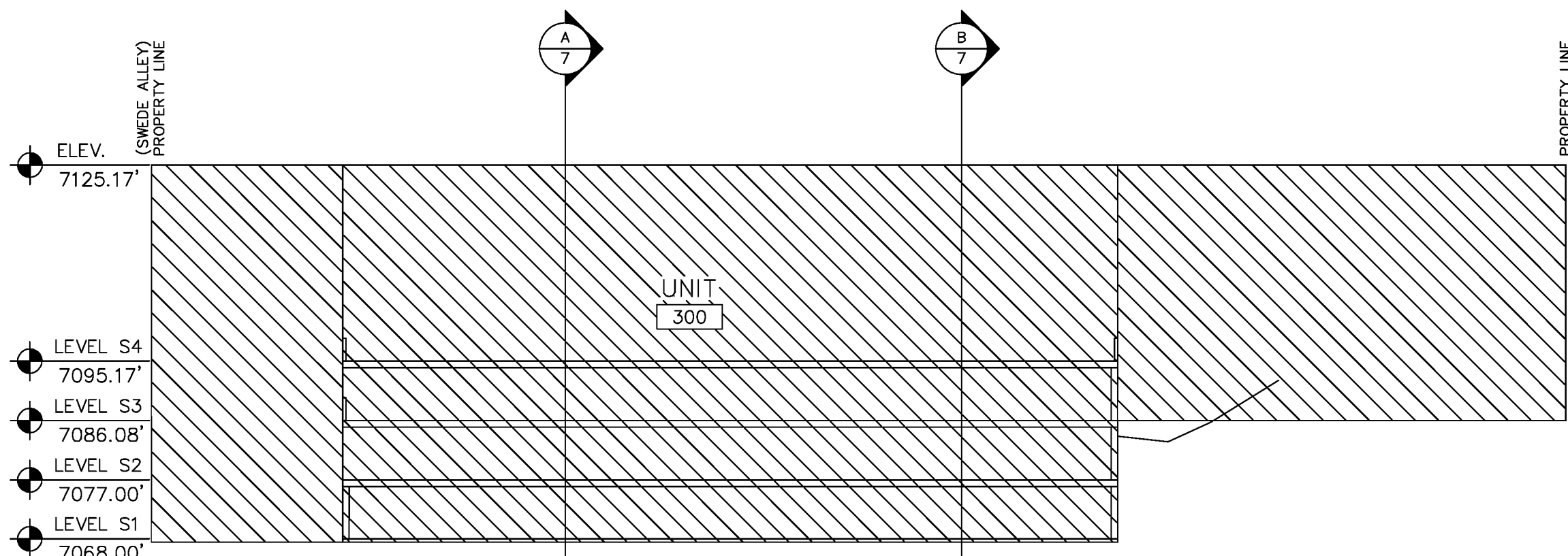
SECTION B
UNIT 300



SECTION C
UNITS 100 & 200



SECTION D
UNIT 300 (NORTH LOT)



SECTION F
UNIT 300 (SOUTH LOT)

NO. _____ RECORDED
DATE _____
STATE OF _____
CITY OF _____
RECORDED AT THE REQUEST OF _____
FEES _____ CITY RECORDER

Evergreen Engineering, Inc.
Civil Engineering • Land Surveying • Land Planning
1670 Baranza Drive • Suite 104 • Park City, Utah • 84060
Phone: (435) 649-4667 • Fax: (435) 649-9219
E-mail: office@evergreen-eng.com

DATE	BY	REVISIONS	COMMENTS

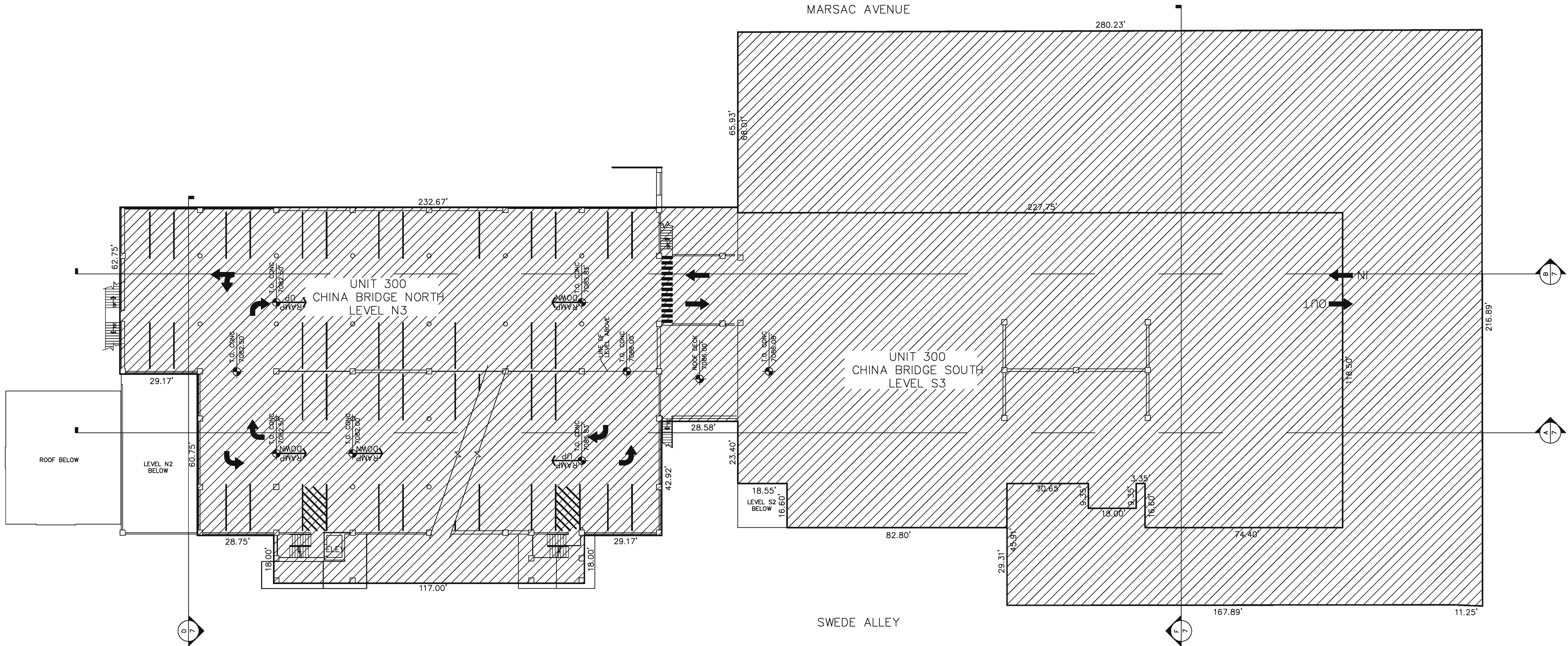
STATE OF UTAH
GREGORY R. WOLBACH
NO. 187788
REGISTERED PROFESSIONAL LAND SURVEYOR

SURVEYED BY: GRW/ADM
DRAWN BY: GRW
CHECKED BY: GRW/ADM

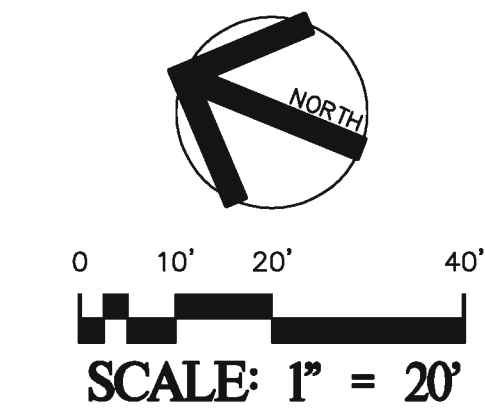
FOR: PARK CITY MUNICIPAL CORP.
JOB NO. 0735
DATE: MAR-CONDO-SEC-R2

THE MARSAC-SWEDE CONDOMINIUMS
BUILDING SECTIONS A - F

SHEET 8 OF 8



UNIT 300 - LEVEL 3



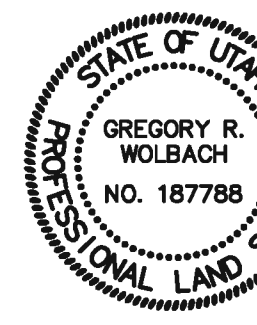
HATCHING LEGEND

- COMMON AREA
- LIMITED COMMON AREA
- PRIVATE AREA

NO. _____ RECORDED
DATE _____
STATE OF _____
CITY OF _____
RECORDED AT THE REQUEST OF _____
FFFS _____ CITY RECORDER

THE MARSAC-SWEDE CONDOMINIUMS
FLOOR PLAN - UNIT 300
LEVEL 3

FOR: PARK CITY MUNICIPAL CORP. PWS: MAR-CONDO-FP2-R2 JOB NO. 0735



SURVEYED BY:
GRW/ADM
DRAWN BY:
GRW
CHECKED BY:
GRW/ADM

DATE	BY	REVISIONS	COMMENTS

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Park City, Utah • 84060
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E-mail: office@evergreen-eng.com





City Council Staff Report



Subject: Christopher Homes at Empire Pass,
Phase IV Record of Survey
Author: Brooks T. Robinson
Date: August 28, 2008
Type of Item: Administrative – Condominium Record of Survey

Summary Recommendations

Staff recommends the City Council hold a public hearing for the Christopher Homes at Empire Pass Condominiums, Phase IV record of survey plat and consider approval based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Topic

Applicant: Friends of Bannerwood, LLC
Location: Lots 1 and 2 of the Silver Strike Subdivision,
Pod A, Village at Empire Pass
Zoning: Residential Development (RD) as part of the Flagstaff
Master Planned Development (MPD)
Adjacent Land Uses: Other development parcels of the Village at Empire Pass,
Pods A and B1, Open Space and Deer Valley ski terrain.

Background

On June 24, 1999, the City Council adopted Ordinance 99-30 and Resolution 20-99 approving the annexation and development agreement for the 1,655 acre Flagstaff Mountain area. Resolution 20-99 granted the equivalent of a “large-scale” master planned development (MPD) and set forth the types and locations of land use; maximum densities; timing of development; development approval process; as well as development conditions and amenities for each parcel.

On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass, aka Pod A. The MPD identified an area of Pod A as the location for 18 PUD-style detached single family homes, similar to the Paintbrush units currently under construction in other parts of Empire Pass. No specific Unit Equivalents were assigned to this area at the time of the MPD. The Development Agreement allowed several building types and the number building type: 60 PUD-style units (single detached or duplex) and multi-family (stacked-flat or tri-plex or greater attached) all platted as condominium units. In addition, 16 single family homes on individual lots in the Village and up to 38 single family homes on individual lots in Red Cloud are allowed. Two subdivisions have been platted for the single family lots: six lots in Bannerwood and 10 lots in Northside account for the 16 allowed lots in the Village.

On June 29, 2006, the City Council approved the Silver Strike Subdivision creating two lots of record within Pod A. Lot 1 is 4.37 acres in size while lot 2 contains 1.99 acres.

On August 17, 2007, the City approved 4 units as the first Christopher Homes condominium plat on Lot 2 and on November 29, 2007, the City approved the first amended Christopher Homes condominium plat creating an additional 4 units on Lot 2. On April 23, 2008, the City Council approved two more condominium units on Lot 1 of the Silver Strike subdivision. On June 6, 2008, the City received a completed application for eight additional condominium units on Lots 1 and 2, specifically units 5/6, 7/8, 13/14, and 17/18 in duplex configurations.

The Planning Commission heard this application at its regular meeting of August 13, 2008, and forwards a positive recommendation. There was no public input.

Analysis

The proposed record of survey creates eight units along Silver Strike Trail (a cul-de-sac).

The zoning for the subdivision is Residential Development subject to the following criteria:

	Permitted	Proposed
Height	28' (+5' for pitched roof)	No height exception
Front setback	20', 25' to front facing garage	No setback reductions. Property line is the back of the street gutter.
Rear setback	15' from Lot boundary	15' from Lot boundary
Side setbacks	12' from Lot boundary	12' from Lot boundary
Parking	Two spaces required	2 per unit

In addition, the Silver Strike subdivision restricts each unit to a maximum house size of 5,000 square feet of Gross Floor Area as defined in the LMC, plus 600 square feet for a garage. Each proposed unit meets the maximum house size requirement in both Gross Floor Area and Unit Equivalent calculation as noted below. In addition, all garages are less than 600 square feet. Unit Equivalents are calculated by dividing the total square footage of all the units involved by 2,000. These eight units consume 30,026.6 square feet and 15.1 Unit Equivalents (see Table below).

Unit Number	Square footage
5	3506.6
6	3702.3
7	3608.8
8	3702.3
13	3606.8
14	3702.3
17	4401.5
18	3796.0

Staff finds good cause for this amended record of survey as this condominium is consistent with the development pattern envisioned in the MPD and the 14 Technical Reports.

Process

The approval of this application constitutes Final Action that may be appealed following the procedures found in LMC 1-18. Staff review of a Building Permit is not publicly noticed nor subject to review by the Planning Commission or City Council unless appealed.

Department Review

This project has gone through an interdepartmental review. No further issues were brought up at that time. A final utility plan will be required to be reviewed and which shall have been approved by the City Engineer prior to plat recordation. Each proposed home will be required to have fire protection in the form of modified 13D sprinklers.

Notice

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

Public Input

Staff has not received any public input at the time of this report or during the Planning Commission hearing.

Alternatives

- The City Council may approve the Christopher Homes at Empire Pass Condominiums, Phase IV record of survey as conditioned or amended, or
- The City Council may deny the Christopher Homes at Empire Pass Condominiums, Phase IV record of survey and direct staff to make Findings for this decision, or
- The City Council may continue the discussion on the Christopher Homes at Empire Pass Condominiums, Phase IV record of survey.

Significant Impacts

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

Consequences of not taking the Suggested Recommendation

The units could not be separately sold.

Recommendation

Staff recommends the City Council hold a public hearing for the Christopher Homes at Empire Pass Condominiums, Phase IV record of survey plat and consider approval based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Exhibits

Exhibit A – Ordinance with plat

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Ordinance No. 08-

**AN ORDINANCE APPROVING THE CHRISTOPHER HOMES AT EMPIRE PASS
CONDOMINIUMS, PHASE IV RECORD OF SURVEY PLAT LOCATED AT THE SILVER
STRIKE SUBDIVISION, PARK CITY, UTAH.**

WHEREAS, the owners of the property known as the Christopher Homes at Empire Pass Condominiums, Lots 1 and 2 of the Silver Strike Subdivision, have petitioned the City Council for approval of the Christopher Homes at Empire Pass Condominiums, Phase IV record of survey; and

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

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

WHEREAS, the Planning Commission held a public hearing on August 13, 2008, to receive input on the Christopher Homes at Empire Pass Condominiums, Phase IV record of survey;

WHEREAS, the Planning Commission, on August 13, 2008, forwarded a positive recommendation to the City Council; and,

WHEREAS, on August 28, 2008, the City Council held a public hearing on the Christopher Homes at Empire Pass Condominiums, second amended record of survey; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Christopher Homes at Empire Pass Condominiums, second amended record of survey.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Christopher Homes at Empire Pass Condominiums, second amended record of survey 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 on Lots 1 and 2 of the Silver Strike subdivision.
2. The Christopher Homes Condominiums is located in the RD-MPD zoning district.
3. The City Council approved the Flagstaff Mountain Development Agreement/Annexation Resolution 99-30 on June 24, 1999. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum densities, location of densities, and developer-offered amenities.
4. On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass, aka Pod A. The MPD identified the area of this proposed subdivision as the location for 18 PUD-style detached single family homes, similar to the Paintbrush units currently under construction in other parts of Empire Pass.
5. On June 29, 2006, the City Council approved the Silver Strike Subdivision creating two lots of record. Lot 1 is 4.37 acres in size while lot 2 contains 1.99 acres.
6. On August 17, 2007, the City approved 4 units as the first Christopher Homes condominium plat on Lot 2 and on November 29, 2007, the City approved the first amended Christopher

Homes condominium plat creating an additional 4 units on Lot 1. On April 23, 2008, the City approved two additional condominium units.

7. The eight proposed units consume 15.1 Unit Equivalents.
8. The approved maximum house size is 5,000 square feet of Gross Floor Area, as defined by the LMC. An additional 600 square feet is allowed for a garage.
9. At the time of final construction and possible re-platting all floor area including basement area and garage space greater than the 600 square foot exception will be counted towards the Unit Equivalents allowed by the Flagstaff Development Agreement.
10. The proposed record of survey is consistent with the approved Master Planned Development for the Village at Empire Pass.
11. Two parking spaces are required for each unit.
12. Each building is required to conform to the 28+5 foot height requirement of the RD zone.

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.
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.

Conditions of Approval:

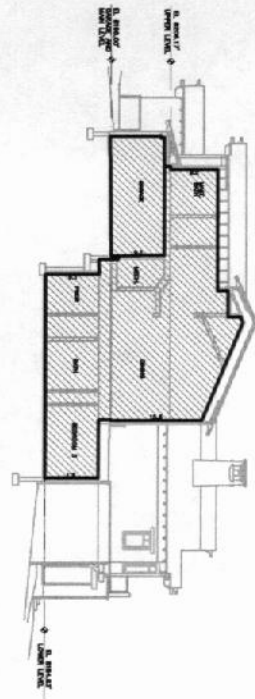
1. The City Attorney and City Engineer will review and approve the final form and content of the record of survey for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the record of survey at the County 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.
3. All conditions of approval of the Village at Empire Pass Master Planned Development and the Silver Strike Subdivision plat shall continue to apply.
4. A fire protection plan requiring the use of modified 13D sprinklers is required for review by the Building Department prior to any building permit.

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

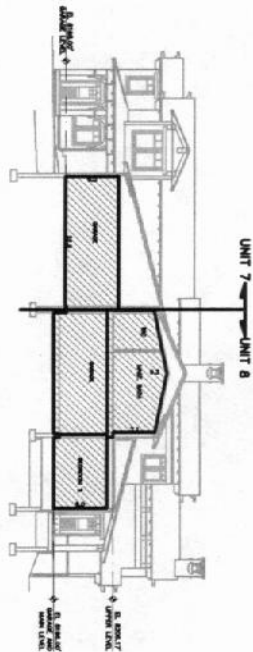
PASSED AND ADOPTED this 28th day of August, 2008.

Exhibits

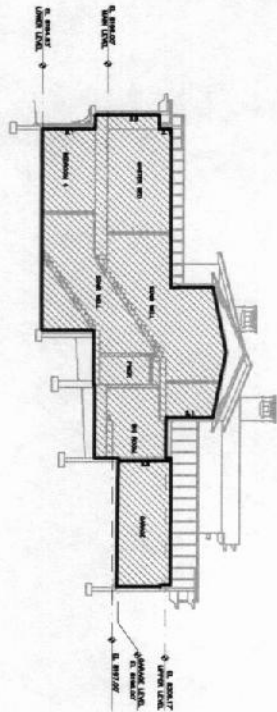
Exhibit A – Record of Survey plat



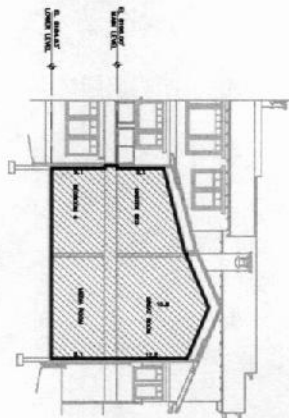
UNIT 8
SECTION J
SCALE: 1/8"=1'-0"



UNIT 7/8
SECTION D
SCALE: 1/8"=1'-0"



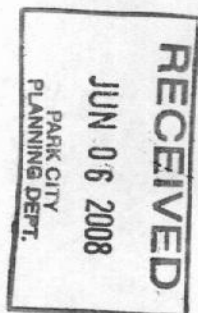
UNIT 7
SECTION F
SCALE: 1/8"=1'-0"



UNIT 7
SECTION C
SCALE: 1/8"=1'-0"

PHASE IV CONDOMINIUM PLAT CHRISTOPHER HOMES AT EMPIRE PASS CONDOMINIUMS

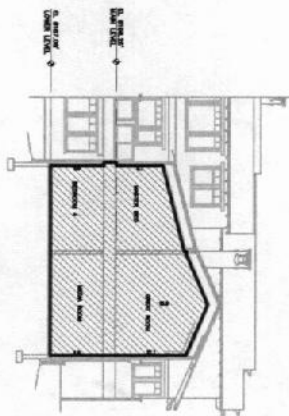
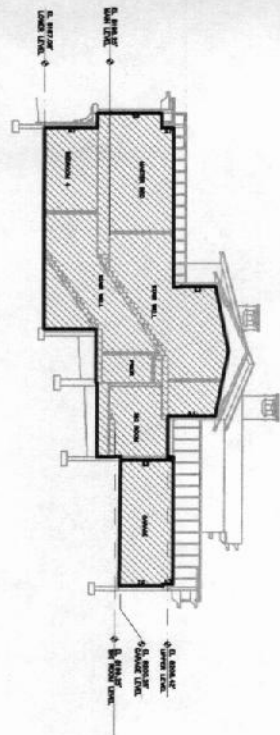
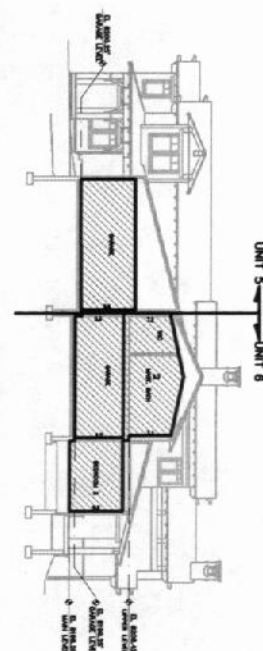
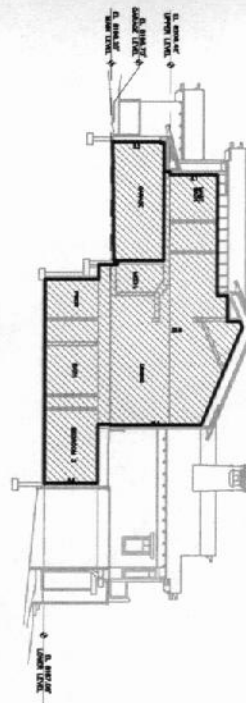
A UTAH EXPANDABLE CONDOMINIUM PROJECT
LOCATED IN THE NORTHWEST QUARTER OF SECTION 28
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



CONCRETE	FOUNDATION



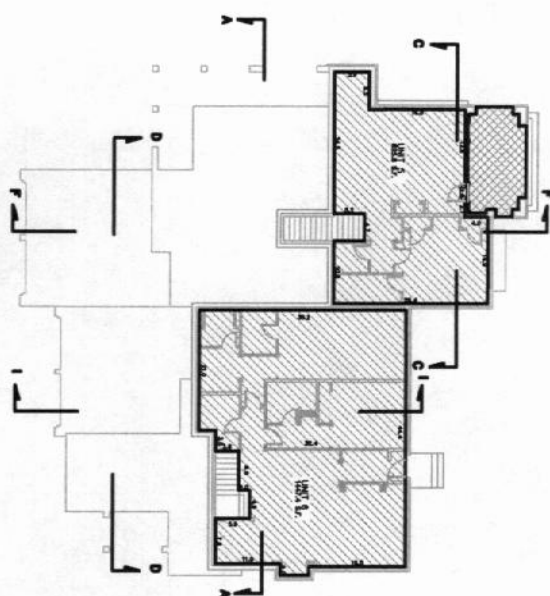
PLAT NO. 1-1-25 NEVADA COUNTY 1-1-25
RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
DATE _____ BY _____ BOOK _____ PAGE _____
FILE _____ RECORDER _____



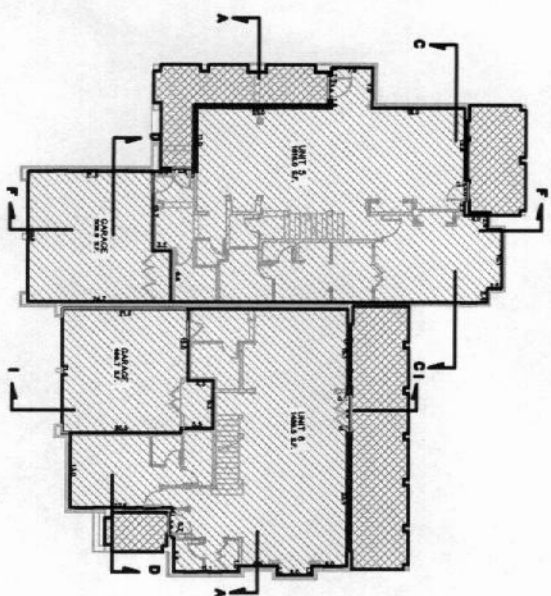
RECEIVED
JUN 06 2008
PARK CITY
PLANNING DEPT.

PHASE IV CONDOMINIUM PLAT
CHRISTOPHER HOMES AT EMPIRE PASS CONDOMINIUMS
A UTAH EXPANDABLE CONDOMINIUM PROJECT
LOCATED IN THE NORTHWEST QUARTER OF SECTION 28
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MENDOTA
PARK CITY, SUMMIT COUNTY, UTAH

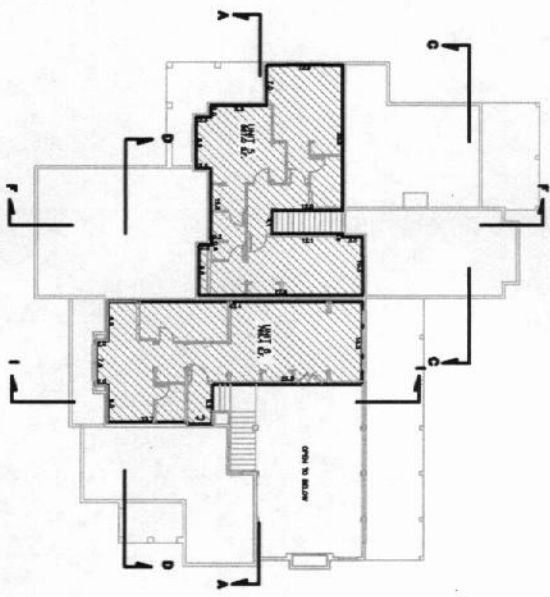
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DATE _____ TIME _____ BOOK _____ PAGE _____
FILE _____ RECORDER _____



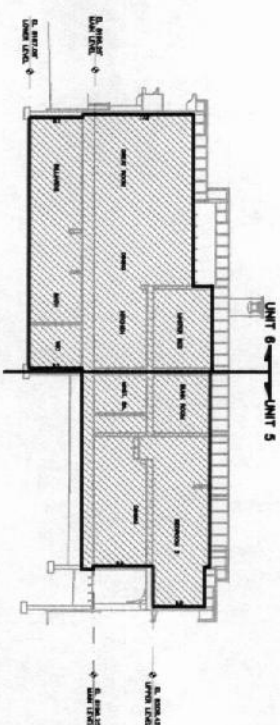
UNITS 5, 6
LOWER FLOOR
SCALE 1"=10'



UNITS 5, 6
MAIN FLOOR
SCALE 1"=10'



UNITS 5, 6
UPPER FLOOR
SCALE 1"=10'



UNIT 5/6
SECTION A
SCALE 1"=10'

SEALING PORTAGE TABLE

UNIT NO.	FLOOR	SEALING PORTAGE
1	1	1
2	2	2
3	3	3
4	4	4
5	5	5
6	6	6
7	7	7
8	8	8
9	9	9
10	10	10

EXPLANATION TABLE

UNIT NO.	FLOOR	EXPLANATION
1	1	1
2	2	2
3	3	3
4	4	4
5	5	5
6	6	6
7	7	7
8	8	8
9	9	9
10	10	10

CONSTRUCTION NOTATIONS

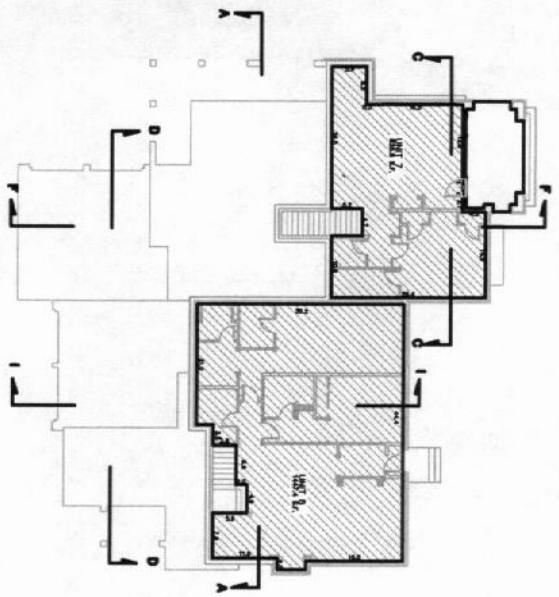
UNIT NO.	FLOOR	CONSTRUCTION
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4	4	4
5	5	5
6	6	6
7	7	7
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10	10	10



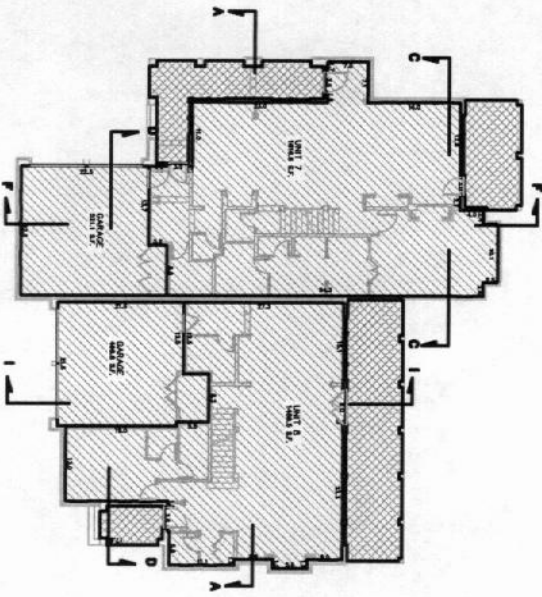
PHASE IV CONDOMINIUM PLAT
CHRISTOPHER HOMES AT EMPIRE PASS CONDOMINIUMS
 A UTAH EXPANDABLE CONDOMINIUM PROJECT
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 22
 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASIN AND MOUNTAIN
 PARK CITY, SUMMIT COUNTY, UTAH

RECORDED
 STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
 AT THE OFFICE OF THE COUNTY CLERK
 DATE _____ TIME _____ BOOK _____ PAGE _____
 REC'D _____

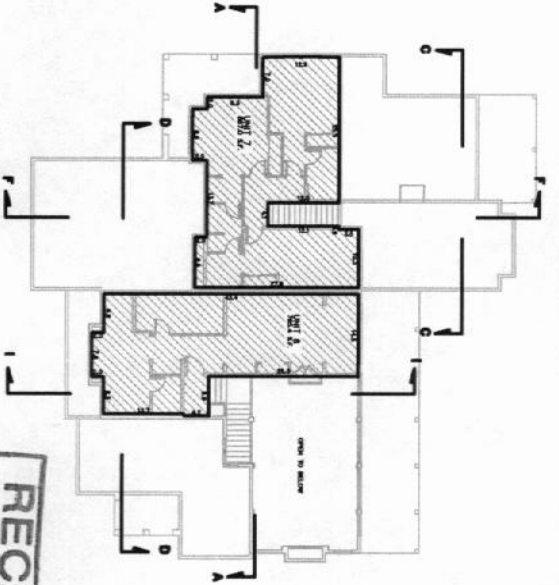
JUN 06 2008
 PARK CITY
 PLANNING DEPT.



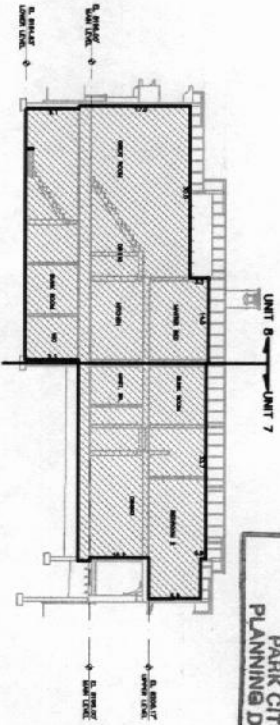
UNITS 7A, 7B
LOWER FLOOR
SCALE 1"=10'



UNITS 7A, 7B
MAIN FLOOR
SCALE 1"=10'



UNITS 7A, 7B
UPPER FLOOR
SCALE 1"=10'



UNIT 7B
SECTION A
SCALE 1"=10'

RESIDENT FLOORING TABLE

UNIT NO.	FLOOR	AREA	TYPE	THICK.	NOTES
7A	1ST	100.0	100.0	100.0	100.0
7B	1ST	100.0	100.0	100.0	100.0

EXTERIOR TABLE

UNIT NO.	FLOOR	AREA	TYPE	THICK.	NOTES
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7B	1ST	100.0	100.0	100.0	100.0

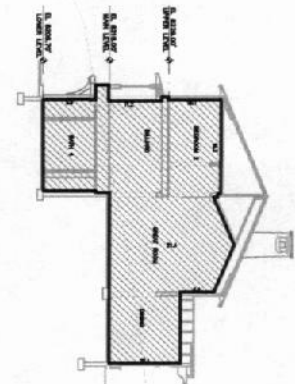


PHASE IV CONDOMINIUM PLAT
CHRISTOPHER HOMES AT EMPIRE PASS CONDOMINIUMS
A UTAH EXPANDABLE CONDOMINIUM PROJECT
LOCATED IN THE NORTHWEST QUARTER OF SECTION 28
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

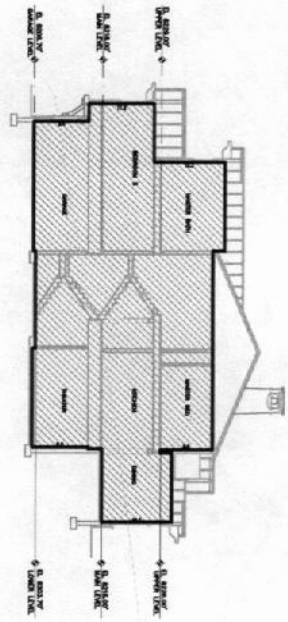
RECEIVED
JUN 06 2008
PARK CITY
PLANNING DEPT.



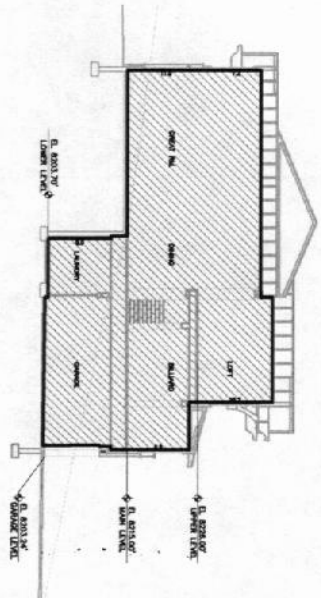
UNIT 17+18
SECTION G
SCALE 1"=10'



UNIT 17
SECTION F
SCALE 1"=10'



UNIT 17
SECTION E
SCALE 1"=10'



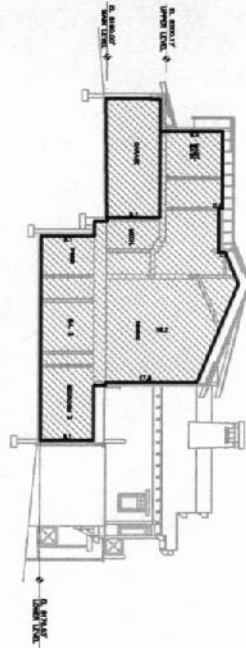
UNIT 18
SECTION B
SCALE 1"=10'

PHASE IV CONDOMINIUM PLAT
CHRISTOPHER HOMES AT EMPIRE PASS CONDOMINIUMS
A UTAH EXPANDABLE CONDOMINIUM PROJECT
LOCATED IN THE NORTHWEST QUARTER OF SECTION 28
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

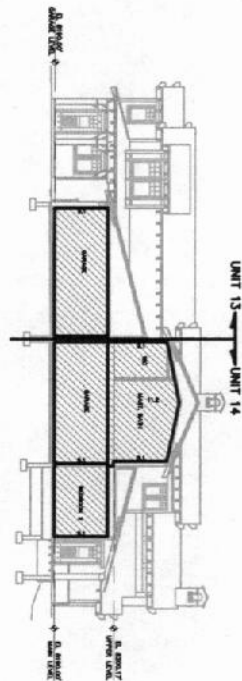
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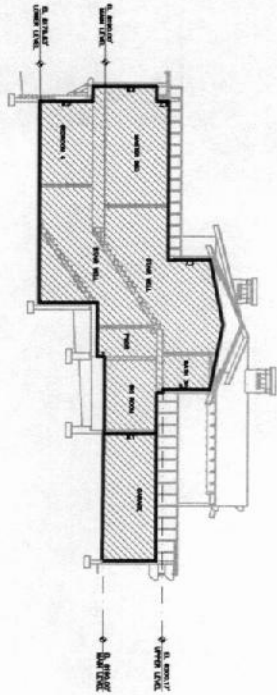
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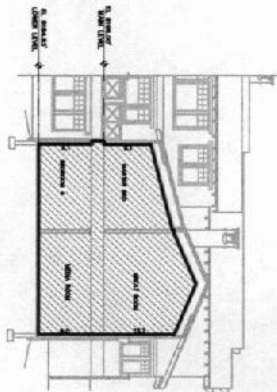
UNIT 14
SECTION J
SCALE: 1"=10'



UNIT 13/14
SECTION D
SCALE: 1"=10'



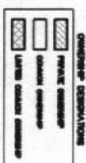
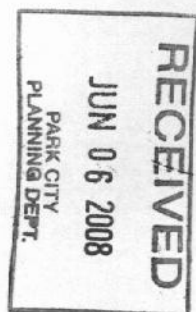
UNIT 13
SECTION F
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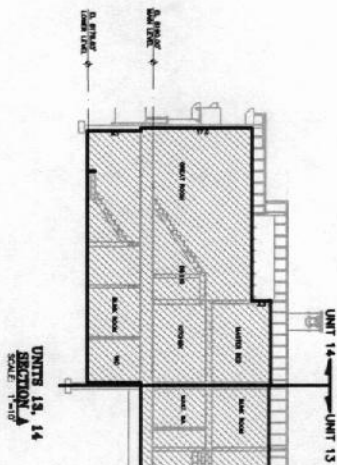
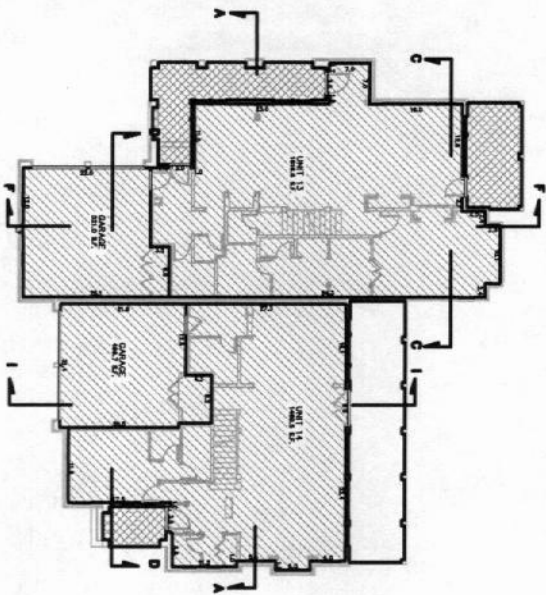
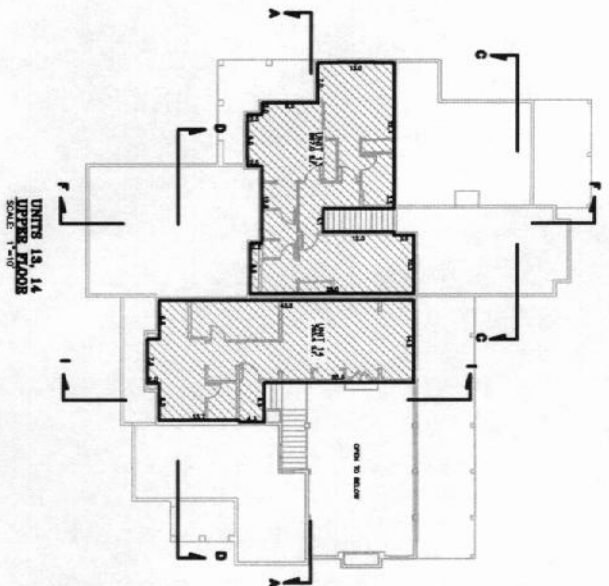
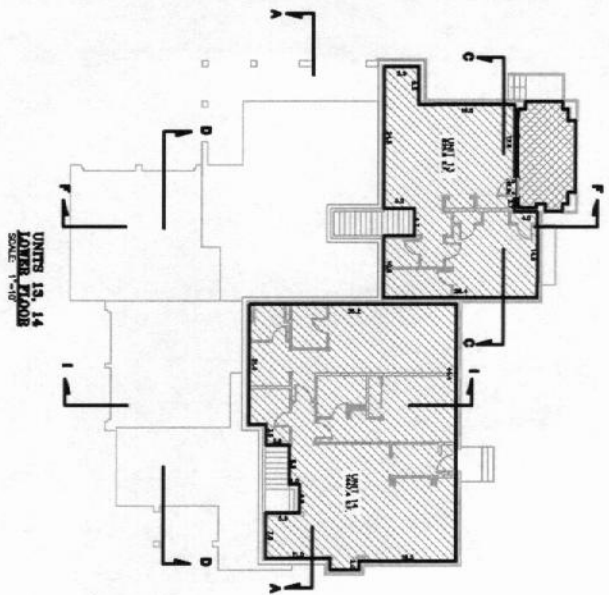
UNIT 13
SECTION C
SCALE: 1"=10'

PHASE IV CONDOMINIUM PLAT CHRISTOPHER HOMES AT EMPIRE PASS CONDOMINIUMS

A UTAH EXPANDABLE CONDOMINIUM PROJECT
LOCATED IN THE NORTHWEST QUARTER OF SECTION 28
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
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SCALE: 1"=10'

UNIT NO.	FLOOR	AREA	PERCENT	DATE
13	1ST	1,000.0	100.0	2001
14	1ST	1,000.0	100.0	2001

SECTION: 1"=10'

UNIT NO.	FLOOR	AREA	PERCENT	DATE
13	1ST	1,000.0	100.0	2001
14	1ST	1,000.0	100.0	2001

CONSTRUCTION INFORMATION

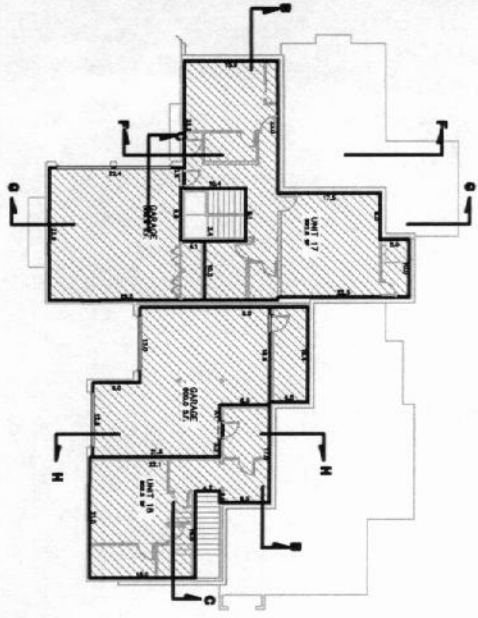
UNIT NO.	FLOOR	AREA	PERCENT	DATE
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14	1ST	1,000.0	100.0	2001

PHASE IV CONDOMINIUM PLAT
CHRISTOPHER HOMES AT EMPIRE PASS CONDOMINIUMS
 A UTAH EXPANDABLE CONDOMINIUM PROJECT
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 28
 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MENDOTA
 PARK CITY, SUMMIT COUNTY, UTAH

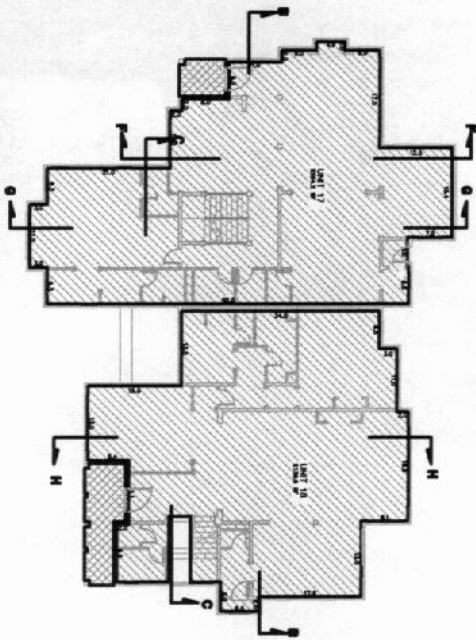


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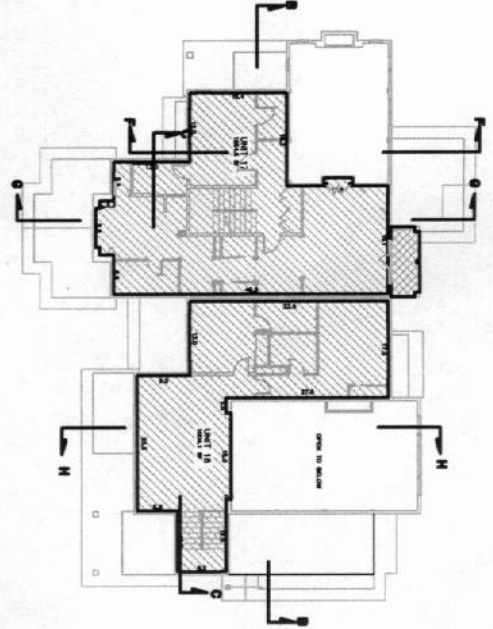
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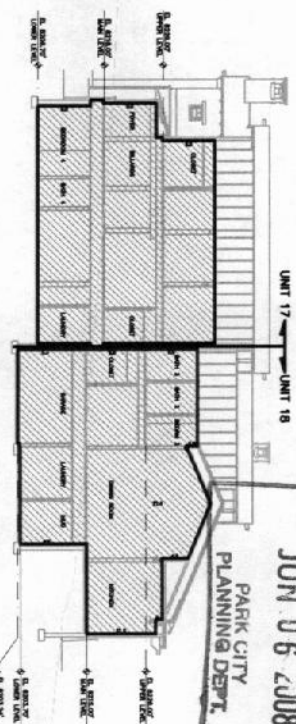
UNITS 17, 18
LOWER FLOOR
SCALE 1"=10'



UNITS 17, 18
MAIN FLOOR
SCALE 1"=10'



UNITS 17, 18
UPPER FLOOR
SCALE 1"=10'



UNITS 17, 18
SECTION 1
SCALE 1"=10'

ROOMING FOOTAGE TABLE

UNIT NO.	FLOOR	AREA	FOOTAGE	FOOTAGE
17	MAIN	2,700.0	2,700.0	2,700.0
18	MAIN	2,700.0	2,700.0	2,700.0

ELEVATION TABLE

UNIT NO.	FLOOR	AREA	FOOTAGE	FOOTAGE
17	MAIN	2,700.0	2,700.0	2,700.0
18	MAIN	2,700.0	2,700.0	2,700.0

CONCRETE DIMENSIONS

UNIT NO.	FLOOR	AREA	FOOTAGE	FOOTAGE
17	MAIN	2,700.0	2,700.0	2,700.0
18	MAIN	2,700.0	2,700.0	2,700.0

CHRISTOPHER HOMES AT EMPIRE PASS CONDOMINIUMS
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City Council Staff Report



Subject: "The Massive"- Ski Movie Premier
Author: Max J. Paap
Department: Sustainability
Date: August 28, 2008
Type of Item: Administrative – Master Festival License

Summary Recommendations:

Review the Master Festival License application, conduct a public hearing, and approve the license for "The Massive"- Ski Movie Premier, as conditioned, on September 19, 2008 to be held on lower Main Street between 7th Street and 9th Street.

Description:

Topic:

Review the Master Festival License Application, submitted by Mountain Sports International, Inc., for "The Massive"- Ski Movie Premier on September 19, 2008.

Background:

The Mountain Sports International, Inc. submitted an application requesting a Master Festival License to hold a movie premier event in support of Park City Mountain Resort athlete, Tanner Hall. It will be shown on a large screen erected at the pedestrian bridge on Lower Main Street. The event has the support of Park City Mountain Resort as Tanner Hall is a PCMR athlete. The event would run from 8:00 pm to 10:00 pm on Friday, September 19, 2008.

HMBA was notified of this event by their Executive Director, and the applicant has supplied a written explanation of activities to the HMBA Board and there were no dissenting comments.

"The Massive"- Ski Movie Premier is consistent with City Council's Goal to promote Park City as a multi-seasonal resort by maintaining its status as a World Class Resort which hosts such events as this and to increase the number of events.

Analysis:

The event organizers have requested to hold their event on September 19, 2008. The event would begin at 8:00 pm on lower Main Street, between 7th and 9th Street and conclude at 10:00 pm. The applicant will take the venue at 5:00 pm and will open lower Main Street no later than 11:00 pm. This application is being reviewed as a Master Festival License due to the request for amplified music, a partial street

closure and use of City property. The applicant will be responsible for purchasing the pay-and-display parking spaces in the venue to offset any loss of paid parking. The organizers did not meet the 90 day review period required for consideration of approval of a Master Festival License. Staff is recommending Council consider approval based on the time of year and the opportunity to have a PCMR sanctioned event on Main Street. Due to the small nature of the event, and lack of overlap with any other events, Staff recommends waiving the 90 day review period due to good cause.

Street Activities

Lower Main Street activities will include screening of the film and the introduction of the PCMR athlete. There will also be a small stage placed on the street and rows of chairs will be placed on the street near the screen. The organizer will have the opportunity to “pre-build” the screen and stage to minimize the set-up time and thus reduce the time that the street will be closed to vehicular traffic. The organizers have met with PCMC staff to ensure that all events that occur will not adversely affect public safety. Both 7th and 9th Streets will be maintained for vehicular traffic and PCMC Transit.

Parking

Attendees of this event will be directed to the free public parking on Park Avenue, Swede Alley, and China Bridge. Additional parking will also be available in the pay parking lots at the Town Lift and the Marriott.

Department Review:

All applicable departments have reviewed “The Massive”- Ski Movie Premier application and their comments have been incorporated into the report.

Alternatives:

Approve the Request:

Approve the Master Festival License allowing “The Massive”- Ski Movie Premier as described. This is staff’s recommendation

Deny the Request:

Deny the Master Festival License, preventing the addition of “The Massive”- Ski Movie Premier to Park City’s schedule of events.

Continue the Item:

The City Council may continue the discussion in order to receive additional information

Significant Impacts:

Park City has held many similar events to “The Massive”- Ski Movie Premier. The activities will be contained within described venues and will conclude by 10:00 pm. Unload will occur by 11:00 pm.

Consequences of not taking the recommended action:

“The Massive”- Ski Movie Premier would not take place.

RECOMMENDATION:

Staff recommends the City Council conduct a public hearing and approve a Master Festival License for "The Massive"- Movie Premier on September 19, 2008 based on the following Findings of Fact, Conclusions of Law and Conditions of Approval.

Findings of Fact:

1. "The Massive"- Ski Movie Premier will be held Friday September 19, 2008. The event will last from 8:00 pm to 10:00 pm and will occur on Main Street, between 7th Street and 9th Street.
2. Parking for the anticipated crowd of 350 people will be accommodated in the existing public and private parking around the venue. The conduct of the "The Massive"- Ski Movie Premier will not substantially interrupt or prevent the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area of its venue.
3. The event is oriented towards families and youth. The events associated with "The Massive"- Ski Movie Premier will not require the diversion of so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.
4. The event will be held on Main Street. The concentration of persons, vehicles, or animals will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.
5. The Mountain Sports International, Inc. submitted their initial application in July of 2008; Park City Municipal Code (4-8-4) requires 90 day review for consideration of a Master Festival License. Mountain Sports International, Inc. has not met that criterion. Good cause exists to proceed with the review because of the small nature of the event, and the lack of overlap with any other events.
6. No other Master Festival and Special Event Licenses have been granted for September 19, 2008. "The Massive"- Ski Movie Premier will not substantially interfere with the logistics and venue for any event for which a license has already been granted and with the provision of City services in support of other such events or governmental functions.
7. The size of the crowd and nature of the event will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
8. The applicant has been working with City Staff and applicable departments to address all event concerns. The Applicant demonstrates an ability and willingness to conduct the event pursuant to the terms and conditions of this Chapter and has not failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.

Conclusions of Law:

1. The application is consistent with the requirements of the Park City Municipal Code, Title 4, Chapter 8.

Conditions of Approval:

1. The applicant, at its' cost, shall incorporate such measures as directed by Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided and paid for by the applicant.
2. The applicant will work with City Staff to orient the sound and temporary stage so as to minimize sound impacts to the neighborhood and the applicant shall monitor the following:
 - (A) The program manager, or his/her designee, shall provide on-site management for each event.
 - (B) A sound technician shall provide on-site monitoring for each event with music, amplified or otherwise, and any amplified event.
 - (C) The program manager shall be responsible to ensure that the sound system maintains the sound at an A-weighted sound level adjustment and maximum decibel level of 90, as measured twenty-five feet (25') in front of the stage.
 - (D) All events shall be open to the public and free of charge.
3. Applicants shall provide proof of liability insurance in the amount of two million dollars (\$2,000,000) or more as may be required by the Special Events Manager or the City Attorney's Office, and shall further name Park City Municipal Corporation as additional insured. All Applicants shall further indemnify the City from liability occurring at the event except for any claim arising out of the sole negligence or intentional torts of the City or its employees.
4. All plans for tents, stages and other temporary structures shall be submitted to the Building Department for review and permitting by September 12, 2008.
5. The applicant is responsible for a Street Closure and Pedestrian Management Plan in a form approved by the Park City Municipal Event Manager and Chief of Police.

Attachments

Exhibit A- Applicant's Summary of Activities
Exhibit B- Event site plan

Exhibit A-

**PARK CITY MUNICIPAL CORPORATION
SPECIAL EVENT AND MASTER FESTIVAL LICENSE
EVENT APPLICATION-PART I**

A completed electronic copy submitted to the Special Events Department



**Special Events and Facilities
Department**
435.615.5150
specialevents@parkcity.org

APPLICATION FORM

Part I of the application form (pages 1 and 2) must be completed and submitted **electronically** to the Special Events Department no less than 90 days prior to a Master Festival or no less than 60 days prior to a Special Event. Part II of the application form (pages 3-6) which are more comprehensive, must be submitted 45 days before all events. **Parts I and II of the application must be sent electronically** to the Special Events Department at specialevents@parkcity.org. The application will be reviewed by the Special Events Department and compared to master calendar for date availability. Applicant must schedule a meeting with City Staff 30 days prior to the event to review logistics. Granting of the permit is not guaranteed.

EVENT NAME: "The Massive" Premiere

FIRST TIME OR ANNUAL EVENT (IF ANNUAL, HOW MANY YEARS): First time

EVENT DATE(S): September 19, 2008

EVENT TIME(S): 8-10pm (set-up from 5-8pm, strike from 10-11pm)

EVENT LOCATION(S): *Please describe in detail the exact location(s)*
Lower Main Street - from the walking bridge, up main

ANTICIPATED ATTENDANCE: 350

EVENT DESCRIPTION: *Please describe in detail the activities associated with the event*

Ski Film Premiere

Large Screen on Main St. facing up the street

APPLICANT: *(name of organization)* Mountain Sports International, Inc.

CONTACTS

Event Manager: Dave Swanwick (Swany)
Mailing Address: 1435 South State St., SLC, UT 84115
Phone: 801.349.4646 Fax:801.349.4647
Cell Phone: 970.209.6128
E-Mail: swany@mtsports.com

Assistant Event Manager: Chris Jennings
Mailing Address: 1435 South State St., SLC, UT 84115
Phone: 801.349.4562 Fax:801.349.4563
Cell Phone: 801.455.3558
E-Mail: cjennings@mtsports.com

TYPE OF EVENT: *to be confirmed by the Special Events Department*

☒ **Master Festival;** *(If even one box is checked, the event is automatically a Master Festival)*

A public event which any one of the following:

- ☐ attraction of large crowds, (Over 500)
- ☒ street closure,
- ☒ use of City park, building or property,
- ☐ use of off-site parking facility,
- ☒ use of amplified music.

☐ **Special Event;**

A private or public event, which creates significant public impacts through:

- ☐ causes significant public impacts via disturbance, crowd, traffic/parking,
- ☐ disruption of the normal routine of the community or affected neighborhood,
- ☐ necessitates temporary business or liquor licensing
- ☐ event signs, visible from public property
- ☐ temporary structures

CITY SERVICES (SERVICES WILL REQUIRE ADDITIONAL APPROVAL AND FEES)

- request for street closure(s)? ☒yes ☐no
if yes, then list street(s) and closure time and date: Lower Main Street 5pm - 11pm
- request for closure of or access to any public parking spaces? ☒yes ☐no
if yes, then list lot and closure times and dates: Lower Main St
if yes, complete and attach [Request for Special Use of Public Parking](#) form.
- request for use of any City owned bleachers? ☐yes ☒no

SALES AND FOOD VENDING

- will there be beer, wine and/or liquor sales during the event? ☐yes ☒no
if yes, have you filed a [Beer and Liquor License Application](#) with Park City Finance Department? ☐yes ☐no
if yes, have you filed a [Single Event or Temporary Beer Permit](#) application w/ UDABC? ☐yes ☐no

APPLICATION FEES

All new applications require a \$100 processing fee, all applications for returning events require a \$50 application fee, due at the time of application. Additional fees for other services, including Health Department and Fire Department, will be estimated and provided to the applicant. A final bill for services will be delivered to the applicant approximately two weeks after the event concludes. Please remit application check to:

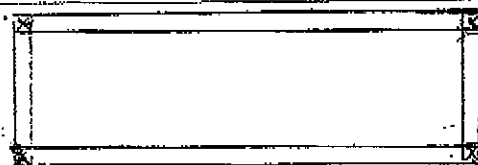
Park City Municipal Corporation
Attn: Special Events and Facilities
P.O. Box 1480
Park City, UT 84060

INSURANCE

Park City Municipal requires proof of liability insurance in the amount of two million dollars (\$2,000,000) or more, and applicant shall further name Park City Municipal Corporation as an additional insured. This must be submitted 10 days prior to the event.

The Massive Film Premiere
September 19, 2008

walking Bridge

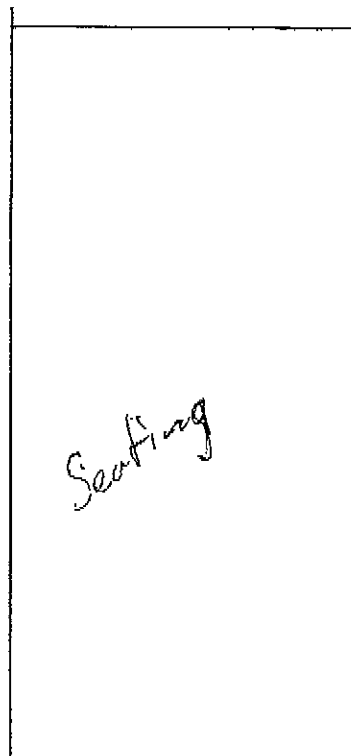


Screen
on truss
(16-25' wide)
14-25' tall



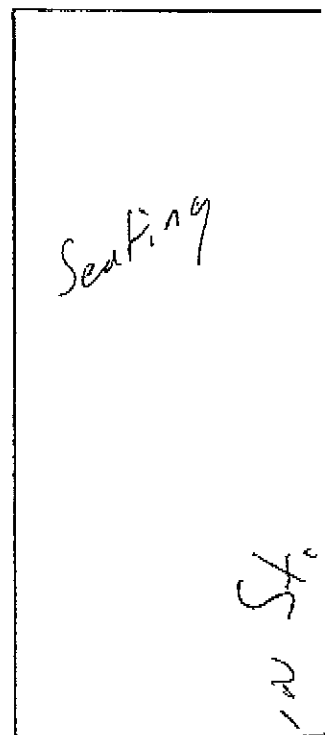
small stage
very low to ground

VIP Seating



Seating

Aisle



Seating

LOWER MAIN ST.



Projector



City Council Staff Report

Subject: Community Carbon Footprint Contract
Author: Diane Foster
Department: Sustainability
Date: August 28, 2008
Type of Item: Administrative

Summary Recommendation:

Authorize the City Manager to enter into a contract with The Brendle Group, in a form approved by the Legal Department, in an amount not to exceed \$39,582.

Topic/Description:

Community Carbon Footprint contract award.

Background:

The Environmental Strategic Plan, adopted by City Council in November 2007, included a project to conduct a community-wide carbon footprint analysis, within the Park City limits. In July 2008, City Council voted to add the funding for conducting a community carbon footprint to the amended budget for fiscal year 2009.

Establishing a baseline community carbon footprint will allow us to begin a conversation with the community about saving money on energy and creating a more sustainable Park City. Some of these discussions will begin during the community carbon analysis phase, as we will engage with some community groups, such as environmental non profits, and some businesses to make sure that they understand the process and the intended outcome.

Analysis:

Staff defined the scope of work this project as a community carbon footprint analysis within the city boundaries of Park City. The project will measure:

- Green house gas emissions, including carbon, for the year 2007
- Green house gas emissions, including carbon, for the year 2005
- An estimate of green house gas emissions, including carbon, for the year 1990
- Culinary water use for 2007
- Culinary water use for 2005
- Culinary water use for the year 1990

Staff has added one more piece to the scope of the project: The selected vendor will produce the community carbon footprint results to both the ISO 14064 standard as well as to the ICLEI standard. This will provide both the ability to have the results verified by a third party, if necessary – by using the ISO standard, as well as will help us achieve ICLEI's Milestone 1 by using their standard. Staff believes that complying with both standards allows for maximum transparency.

While community carbon footprints normally do not include culinary water use, because of the importance of water conservation in our community, staff added this element to our report to ensure a focus on both energy conservation as well as water conservation.

Staff created a request for proposal and sent that RFP to four companies within whom we had had prior interaction (and were known to do carbon emissions analysis). The RFP was also advertised in the Park Record over a period of two weeks.

A total of six qualified firms responded to the RFP request.

A cross-functional RFP Selection Committee was formed and included the following members:

- | | |
|------------------------|------------------------------|
| • Ken Cashel | Public Works |
| • Diane Foster | Environmental Sustainability |
| • Jerry Gibbs | Public Works |
| • Bret Howser | Budget |
| • Phyllis Robinson | Community Sustainability |
| • Crystal Ward | Environmental Sustainability |
| • Jonathan Weidenhamer | Economic Sustainability |

The RFP selection committee rated each proposal on the following items, which were identified in advance in the RFP:

1. overall quality of proposal;
2. relevant experience of project team members;
3. firms experience with similar projects;
4. proposed timeline; and
5. project approach.

The field was narrowed by the selection committee, in a two hour meeting, down to three finalists. Those three finalists were then interviewed to better understand their proposals and to determine which firm would be the best fit given Park City's defined needs.

Department Review:

The RFPs were reviewed by the following departments:

- Budget
- Public Works
- Sustainability

Alternatives:

- A. Approve:** The City would enter into a contract with The Brendle Group. **This is staff's recommendation.**

B. Deny: The City will not conduct a community carbon footprint at this time.

C. Modify: Council could modify Staff's request.

D. Do Nothing: This will have the same impact as denying the request.

Recommendation:

Authorize the City Manager to enter into a contract with The Brendle Group, in a form approved by the Legal Department, in an amount not to exceed \$39,582.

Attachments:

Addendum A: The Brendle Group scope of work

ADDENDUM “A”

Description of Work Product and Deliverables

The following section describes our proposed scope for the inventory and our proposed deliverables that will convey the outcome. Our total not to exceed quote for the entire scope is \$39,582.

The inventory will include calendar years 2005 and 2007 with a normalized estimation, on a per capita basis, of 1990 emissions. It will also include a qualitative roadmap for emission reductions examining existing practices to continue/expand short-term policy measures in the time horizon of the 2012 deadline for the Mayor's climate commitment, as well as long-term measures with a mid-century timeframe.

The culinary water use study will distinguish between commercial and residential use and will similarly cover the years 2005 and 2007.

Data Assumptions

Based on our previous work in community inventories, The Brendle Group will consider the following emissions source categories for inclusion in the Park City inventory. Inclusion of these sources will depend on the availability of reliable data. Direct emissions from combustion and indirect emissions from electricity (Scope 1, direct emissions, and Scope 2, indirect emissions) will be prioritized. Scope 3 emissions will also be considered. Where possible, emissions will be categorized as commercial or residential and source categories where such a distinction is likely to be possible are identified below. Data from the recently completed municipal operations inventory or stand-alone ski resort inventories will be used as appropriate to avoid duplication of effort.

Emissions Source Categories to be Considered	
Natural gas, by sector	Culinary water and embodied energy in water, by sector
Propane*	Locomotives - none anticipated, rail service appears to have ceased in 1989
Other stationary combustion	Wastewater treatment
Electricity, by sector	Solid waste
Mobile combustion	Refrigerants**
Aviation fuel combustion - none anticipated due to no airport in city limits	Any other unique categories that emerge for which a quantification methodology is available

*Proprietary data sources that can be difficult to obtain

**Highly dispersed data source, may be estimated

Description of Work Elements

The carbon footprint and culinary water use analysis for Park City will be conducted in four phases, some carried out concurrently as described under the Recommended Project Timeline:

1. Development of detailed project methodology – This phase will include establishing operational and sector boundaries, identifying emission sources, identifying available data sources, allocating project team responsibilities (e.g., city staff member vs. staff from The Brendle Group), and selecting estimation approaches for data that may not be available.
2. Data collection – The Brendle Group will support the Park City staff member assigned to collect data. This will include collection of data to establish the emissions sources listed above as well as consumption data for the municipal water system.
3. Analysis and inventory compilation – Collected data will be prepared, documented, and analyzed to determine resultant emissions. Calculations and methodologies will be documented in spreadsheets. The inventory will be conducted in accordance with ISO14064 guidelines and will utilize methodologies from The Climate Registry's General Reporting Protocol as applicable. These methodologies are emerging as a national standard and combine significant previous work by The World Resource Institute, Local Governments for Sustainability (ICLEI), the California Climate Registry, and the Intergovernmental Panel on Climate Change. Third-party software applications, such as ICLEI's Clean Air and Climate Protection which Park City has access to as an ICLEI member, may be employed to simplify the calculation of certain emissions components.
4. Documentation review and delivery – Documentation of the inventory will be delivered to Park City staff for one round of review and revision.

The project will also include a high-touch approach that provides meaningful contact time between staff and consultant and builds community engagement through four visits to Park City. For each of the four visits to Park City, an advance agenda and meeting materials – typically in Powerpoint, will be developed. We're more than happy to work with Park City Staff on a collaborative approach to community engagement. This might include us reviewing press releases put out by Park City, and iterating on agendas and Powerpoints together. Roughly, the purpose/approach for the four meetings is summarized as follows:

- Meeting 1 (project start): Kick-off with city staff : Flesh out project plan in more detail and gain early traction on data collection and input
- Meeting 2 (4 weeks in): Community-wide kick-off: Explain methodology, obtain input, build buy-in
- Meeting 3 (after data collection – 3 months in): Progress report with city: Review preliminary results and begin building Roadmap
- Meeting 4 (end of project): Community Presentation: Event to roll-out inventory results and community roadmap

Physical Deliverables

The physical deliverables envisioned for this project include the following:

A report similar in scope and level of detail to the La Plata County greenhouse gas

emissions report located at <http://co.laplata.co.us/plan/CurrProjects/061208BaselineGreenhouseGasEmissionProfileandForecast.pdf>. Park City's report will include a more detailed approach section documenting the inventory's preparation in accordance with ISO 14064 guidelines. The main difference between the La Plata report and the Park City report is that the Park City scope doesn't include separate development of sub-inventories within the community; with the exception of drawing residential and commercial boundaries where the data supports a distinction.

A Preliminary Roadmap for reducing community greenhouse gas emissions will be included as an added chapter(s) to the Inventory report. The original report deliverable is now expanded to be a "Community Greenhouse Gas Emissions Inventory and Preliminary Roadmap for Monitoring and Reducing Park City's Contribution to Climate Change". The Roadmap portion of the report will look at existing practices to continue/expand, short term policy measures in the time horizon of the 2012 deadline for the Mayor's climate commitment, as well as long-term measures with a mid-century timeframe. The roadmap will address action items to reduce emissions, as well as implementation concepts such as integration to state-level policy, establishment of community and staff organizational structures for monitoring progress, and communication approaches for educating and enlisting support from citizens. The specific actions to reduce emissions will be representative of the emission sources (e.g., electric, natural gas, solid waste, etc.) and well as sectors (e.g., residential, commercial, public). It will also identify community partnerships in these sectors where action items are not under direct policy control of the city. This roadmap is intended to inform a future and more quantitative analysis of policy measures that would form a more robust climate action plan.

A memo providing the results of the culinary water consumption analysis, containing consumption for 2005 and 2007, divided by commercial and residential sectors if adequate data is available to support the distinction.

- Supporting spreadsheets documenting data sources, assumptions, and calculation methodologies. We believe it is important that data collection methodologies be clearly documented so that when we hand off the completed inventory your staff will be able to easily interpret how data was collected so that the city can easily replicate the inventory for future years if desired.
- Source files for any third-party software used in emissions calculations.

Recommended Project Timeline

The following table provides the recommended project timeline based on the project kickoff date of September 2nd as anticipated based on likely completion of contracting. While this schedule is our best faith effort to estimate a schedule given city staff time constraints as well, we are happy to discuss options for adjusting this schedule to best fit your needs. This schedule also assumes timely completion of data collection by the assigned city staff person.

Project Phase	Proposed Schedule
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1. Establish detailed methodology	September 2-September 25, 2008
2. Data collection	September 7 -November 14, 2008
3. Analysis and inventory compilation	October 8-December 18, 2008
4. Documentation review and delivery	• Delivered to Park City staff for review December 18, 2008 • Review completed and provided to The Brendle Group January 7, 2009 • Finished deliverables to Park City January 30, 2009



City Council Staff Report

Subject: Professional Services Agreement for
Construction Management Services
Author: Kent Cashel
Department: Public Works
Date: August 28, 2008
Type of Item: Administrative

Summary Recommendations:

Authorize staff to execute a Professional Services Agreement with Alliance Engineering, Inc. in a form approved by the City Attorney in the amount of \$ 37,100 for construction management services for the Richardson Flat Road project.

Background:

On August 21st, 2008 Council authorized Staff to execute a construction contract in the amount of \$ 452,377 for the improvement of the Richardson Flat Road (East of the Park and Ride to the Summit County line).

Construction on the road has begun and staff is cautiously optimistic that the October 30th deadline can be achieved if construction weather holds through October.

To ensure the City receives a quality project constructed in adherence with engineered specifications a certain amount of engineering related support services are required. Those engineering services are:

- survey staking,
- materials testing,
- quality inspection,
- attendance at project meetings,
- monitoring contract, schedule and budget adherence,
- issuance of field design changes
- engineer's certification of pay requests

These engineering requirements fall outside the existing capacity of the City's Engineer's office and are generally contracted out by City capital project managers. Some examples of recent projects where the City has contracted for engineering support services are:

1. Park Avenue reconstruction
2. Upper Woodside reconstruction
3. Prospect Street reconstruction
4. China Bridge Parking Garage
5. Shell space

6. Boothill tank
7. Boothill pump station
8. Boothill pipeline

Staff has conducted a procurement to secure these engineering services in compliance with federal regulations and City policies.

Staff requests that Council authorize the City Manager to execute a Professional Services Agreement with Alliance Engineering, Inc. in the amount of \$37,100.

Analysis:

Federal Funds will be utilized for this Professional Services Agreement and as such the Brooks Act applies to the selection of a consulting engineer. The Brooks Act requires a “qualifications based” selection process where price is not a determining factor in that selection. This selection process is accomplished using a two step approach as follows:

1. A request for statement of qualifications (SOQ) is issued. This request gathers information regarding the engineering firm’s qualifications and experience with projects of similar nature and scope. These statements are ranked from the most qualified firm to the least qualified firm.
2. Negotiations begin with the most qualified engineering firm to determine if a mutually acceptable contract price can be agreed upon. If price negotiations unsuccessful with the top ranked engineer negotiations are the begun with the second most qualified engineering firm. This process is repeated until a mutually acceptable price can be reached.

Staff received statement of qualifications (SOQ’s) from two (2) consulting engineering firms.

The SOQ’s have been reviewed and ranked by Public Works Staff.

To aid in contract negotiations Staff requested that the City Engineer prepare an estimate of contract cost immediately prior to beginning negotiations. The City Engineer estimated the contract cost to be \$50,000.

Staff began negotiations with Alliance Engineering, Inc. (the top ranked engineering firm).

Staff and Alliance Engineering, Inc. agreed upon a contract price of \$37,100.

Federal Transit Administration funding will reimburse 80% of this contract cost (20% must be paid for with local funds). The City will donate project property to cover its 20% resulting in no net cash cost for the City. It is important to note that the City must first pay the expenses and then request reimbursement.

Staff finds that Alliance Engineering, Inc. possesses the necessary qualifications to provide the required services. Staff has determined that the contract amount is fair and reasonable and requests that Council authorize the City Manager to execute a contract with Alliance Engineering, Inc.

Department Review:

This report has been reviewed by The City Manager's Office, The City Attorney's Office, Budget Debt and Grants, and the City Engineer.

Alternatives:

A. Approve the Request:

Authorize staff to execute a Professional Services Agreement in a form approved by the City Attorney and in an amount not to exceed \$37,100 for construction management services for the Richardson Flat Road project.

B. Deny the Request:

Council could deny Staff's request. Allowing the road construction project to continue without securing construction management services will significantly increase the risk of quality problems with the project.

C. Continue the Item:

Council could continue the item. Any delay in securing construction management services will significantly increase the risk of quality problems with the road construction project.

D. Do Nothing:

Council could do nothing. This alternative would have the same effect as Alternative C.

Consequences of not taking the recommended action:

On August 21st, Council authorized execution of a construction contract for the improvement of Richardson Flat Road. This contract has been executed and construction has begun. Failure to secure an engineering firm to provide construction management services will expose the City to significant risk of construction quality problems.

Recommendation:

Authorize staff to execute a Professional Services Agreement with Alliance Engineering, Inc. in a form approved by the City Attorney and in an amount of \$37,100 for construction management services for the Richardson Flat Road project.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____, 2008, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and Alliance Engineering, 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 "Addendum A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed **Thirty Seven Thousand One Hundred (\$37,100)** Dollars.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on December 31, 2008 or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

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

- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as "Addendum B," or if none is attached, as subsequently agreed to by both parties in writing.
- D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. REPORTS AND INSPECTIONS.

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

subcontractors or representatives during the performance of this Agreement.

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

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

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

8. **INSURANCE.**

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

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

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

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

9. **TREATMENT OF ASSETS.**

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

10. COMPLIANCE WITH LAWS.

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

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

22. SEVERABILITY.

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

23. ENTIRE AGREEMENT.

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

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

ADDENDUM "A"

SCOPE OF SERVICES

Service Provider will be responsible for the following tasks:

1. Provide for project construction staking
2. Attend pre-construction meeting and provide minutes of same
3. Secure geotechnical firm or provide materials testing services to complete required materials testing and review and approve testing reports. (Project must meet all UDOT standards and specifications for Road and Bridge Construction – latest edition).
4. Visit construction site (in addition to weekly project meetings) two times per week to prepare site observation reports.
5. Review and approve construction contractor pay requests.
6. Prepare and review Change Order –Work Order Directives requests (providing owner with information required for sound decision making)
7. Prepare a final punch list and upon completion of punch list prepare a notice of substantial completion.
8. Prepare record documents using survey information.

ADDENDUM "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK