PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
FEBRUARY 16, 2006

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, February 16, 2006.

Closed Session – Executive Conference Room
2:00 p.m. Personnel

Work Session – City Council Chambers
4:00 p.m. Council questions/comments
4:15 p.m. Legislative update
4:30 p.m. Police facility update
5:30 p.m. Review of regular meeting

- Park Meadows Well contract
- Other meeting questions comments

5:50 p.m. Break

Regular Meeting – City Council Chambers
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 FEBRUARY 2, 2006

V CONSENT AGENDA PUBLIC HEARING

1. Ordinance approving a final condominium record of survey plat for The Moose Residences located at 1499 Park Avenue, Park City, Utah

2. Ordinance amending Title 11, Building and Building Regulations, Section 11-16-6, basis for establishing the areas of special flood hazard, of the Municipal Code of Park City, Utah

VI CONSENT AGENDA

1. Ordinance approving a final condominium record of survey plat for The Moose Residences located at 1499 Park Avenue, Park City, Utah

2. Ordinance amending Title 11, Building and Building Regulations, Section 11-16-6, basis for establishing the areas of special flood hazard, of the Municipal Code of Park City, Utah

3. Acceptance of Mayor and City Council disclosure statements for 2006 in the Official Minute Book

VII NEW BUSINESS

Authorization to City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with SCI Inc for the construction of the Park Meadows Well Treatment Facility in an amount not to exceed $392,123

VIII 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: 02/13/06
See: parkcity.org

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
FEBRUARY 20, 2006

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will **not** hold its regularly scheduled meeting on Thursday, February 23, 2006.

Posted: 02/13/06
See: parkcity.org

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

February 2006

20 *Offices closed – President's Day*
23 **No meeting**

March 2006

2 Closed session - property
Legislative update – work
Cross county skiing and golf course update – work
Strategic plans for water and environment - work
Amendment to LMC creating Community Transition Zone and amending Chapter 6 Master Planned Developments creating unit equivalent multiplier for (I) occupancy buildings
Continuation of hearing on Ordinance approving a plat amendment to the Snow Top Subdivision to amend plat notes #4 and #5 regarding the location of building pads and limits of disturbance on all lots within the subdivision, located on Snowtop Court, Park City, Utah
Eagle Pointe V annexation petition – Brooks
Resolution adopting affordable housing guidelines and standards
9 **No meeting**
16 Joint work session with Planning Commission – General Plan amendments
Mosquito abatement update – John Yassi – 336-2088 – 6 p.m.
Sign Code – work – Ray
Ordinance – 633 Woodside Avenue plat amendment – Ray
Ordinance – 827 Woodside Avenue plat amendment – Jonathan
Ordinance – 315 Park Avenue plat amendment – Ray
Ordinance – 6601 Royal Street, The Lookout plat amendment – Ray
Ordinance – 915 Park Avenue plat amendment – Ray
Ordinance – Snow Top Court, Deer Crest plat amendment – Kirsten
23 LMC amendments
30

April 2006

6 **No meeting**
13
20
27

May 2006

4
11
18
25
29 *Memorial Day – offices closed*

Pending Items:
KPCW lease
General Plan update
Regional bus service SLC
Conveyance of easement from Iron Mountain & Associates
One year review of Ordinance No. 05-49, outdoor display of merchandise – August 2006
One year review of land use associated with purchase of Aerie Drive/Deer Valley Drive property – August 2006
Briefing on parking regulations and event parking permits for Sundance – Fall 2006

City Council Staff Report

POLICE DEPARTMENT &
CAPITAL PROJECTS

Authors: Lloyd Evans
Colin Hilton
Subject: POLICE FACILITY PROJECT
Date: February 16, 2006
Type of Item: Review of Design & Budget Impacts

Summary Recommendation: Staff recommends a Council review and positive support for advancement of the design of the Police Facility given a report on the recently completed schematic design and projected cost forecast. Specifically, Staff would like clearer direction on support for green building applications and suggested parameters for bringing the Police facility back during the budget process for approval.

Description:

Topic: Police Facility Project

Background:
In October 2004 City Council directed staff to begin conceptual design and discussion for placement of the new public safety facility at the Snow Creek parcel. A preliminary budget of 3.6 million dollars was established and schematic design began in October 2005.

The design team presented the schematic design to the Planning Commission on December 14, 2005 for a preliminary review of the project. The Planning Commission provided positive feedback on the initial site planning, design, and volumetrics. The Commission provided direction to:

- develop the timber and glazing architectural elements on the entry way of the building façade;
- consider vehicular circulation patterns behind the building, including access to the public parking area aligning with the mail box drop-off area; and
- lastly to develop a landscape plan to hide the surface parking.

The Commissioners stressed the importance of the visual statement of the building in the entry corridor. They wanted a high level of attention paid to the design elements of the building not only from the west elevation facing SR224, but from both the approach into town from the north, and also from the south at Snow Creek Drive.

Schematic design drawings were submitted to Jacobson Construction for cost estimates. Initial cost projections exceeded our original estimates and approved budget.

A series of value engineering meetings were held to decrease the cost of construction. These efforts included the removal of all underground parking areas, greatly scaling back of the community meeting room and lobby area, and reduction of certain program areas defined by the initial McClaren space needs assessment.

The initial estimate on our conceptual design exceeded 7 million dollars. After the significant value engineering efforts and refinements of the cost estimates, we currently project a minimum $4.2 million cost of construction plus an additional $750,000 for soft costs (design, engineering, inspections, project management, and FF&E costs) for a total project budget estimate of $4.95 million. This figure does not include added budget for higher profile green building applications which could add an additional 3-12%.

Factors impacting the cost projections that were not present when the original budget was formulated included:

1. Parking areas – in the original downtown plan where Police was located there, parking areas for police personnel and visitors were picked up under the parking structure budget. At the Snowcreek site, the design team started with parking located underneath the building (hiding it from the entry corridor view) but had to minimize that cost – estimated at over $500,000- by keeping it outside on surface lots. Rough numbers – $100,000 impact.
2. Space program – In deciding to move from the Downtown location to Snowcreek, the positive side of that meant that the City could actually build the police facility to its 20 year & beyond space needs projection. In downtown we had been limited in size of what we could build and rely on other City spaces for meeting rooms, etc. Despite a concerted effort to pare back on the space needs, we still show a net increase of 5,000 sq’ – at roughly $150 per sq’ = $750,000 impact.
3. Entry Corridor location – given the important view corridor location, aesthetic features such as added use of glass & glazing, timbers, brick and stone veneers plus multiple building shifts to break up the massing have impacted the budget by roughly $350,000+.
4. Increased Costs of Construction – Staggering increases in the costs of construction have pushed new construction cost per square foot from our original budgeted number $130 sq’ to over $155 sq’. This equates to a 25,000 sq’ x $25sq’ increase = $625,000 increase in two years since our original estimate.

All told, given the above numbers there is rationale for project budget increases to over $5.4 million. As previously stated, we currently project an ability to build the currently designed facility for a $4.95 million minimum after careful value engineering efforts. However, this base number still requires attention towards applying impacts towards incorporating smart green building elements.

During the January City Council visioning session a new emphasis was placed on sustainability. As part of the discussions with the design team, the inclusion of systems and approaches that would constitute a "green" building project has been discussed. Staff encourages a focus on the general areas of:

- Smart use and recycling of construction materials
- Utilize natural light where applicable and incorporate smart lighting systems throughout the rest of the facility.
- Focus on keeping operating costs lower by utilizing building systems that focus on energy conservation

In Exhibit "A" following this report, the project team has assembled a series of currently planned and potentially incorporated building construction options that constitute point values on the LEED certification process.

In order to objectively "measure" a building's attention towards green building applications, the LEED rating system is one tool to do so. Staff has mixed opinions on the use of the LEED rating system. On one hand, it offers a good third party evaluation of a project. However, costs to have the third party evaluation could take away from funds that could be spent on the actual project itself. One option that currently has Staff's favor is to utilize the LEED rating system, but do so without paying for the third party inspections and certificate. We could have the project team debate and conclude where we would fall on the point value system.

One key issue needing Council direction is how we approach a City project's design and eventual budget implications when incorporating green applications. Do we take a philosophy of shooting for a base level of LEED certification? Silver, Gold, or Platinum LEED target? If we pick a targeted level, does that then mean we will pay for building costs to whatever amount required to hit that LEED level? Or does Council favor setting a fixed dollar amount towards green applications? It is currently very challenging to forecast a budget need given the early discussions on our City's commitment level.

Staff recommends further discussions and preparation of budget implications to be brought back during the City Budget discussions later this year.

Analysis:

The immediate need is to advance the design of the facility. Staff feels that we can incorporate design elements that give us options to highlight different levels of green building systems.

At Thursday's Council meeting, we will have better costs estimates on many of the Exhibit A options identified.

Our hope is to highlight the current base construction challenge and discuss general parameters for incorporating green applications.

As it currently stands, we are looking at a June/July start of construction with a 1-yr period for construction completion.

Sustainable Design
City Council has recently provided direction to pursue “green” building design concepts to City projects. Rather than seeking a formal “LEED” accreditation, the Council has provided direction to use those resources to design to a higher LEED standard. As the City currently has no clear definition or specific green building goals at this time, Staff has provided direction to the architect to develop green “packages” in an attempt to clearly identify a cost/benefit analysis for sustainability options (i.e. how many LEED points, would any particular option give us). These packages will represent approximate LEED levels of green building design, and will be presented to the City Council during the meeting.

During the January sustainability discussions, there were discussions about how a “sustainable community” is about balance and not prioritizing one goal over the other. A sound economy, health natural environment and a diverse community are not in conflict but are all essential. The potential increase in cost from the financial impacts of a green building project should be discussed with regards to the impact to the overall City budget.

Alternatives:

A: Continue with the current design and address funding needs during he upcoming budget process (Staff Recommendation)
B: Modify Staff’s recommendation per discussion at City Council meeting
C: Halt design – Change course
D: Do Nothing.

Consequences of not taking the recommended action:
Further delays on the police building will cause future delays in the Marsac remodel and incur additional construction costs if we push into the next building season

Recommendation:
Staff recommends a Council review and positive support for advancement of the design of the Police Facility given a report on the recently completed schematic design and projected cost forecast. Specifically, Staff would like clearer direction on support for green building applications and suggested parameters for bringing the Police facility back during the budget process for approval.

Exhibit A

The first list (items 1-23) are necessary to get to a basic level of LEED Certification (26-32 points). The second list (1-14) are additional options to get to a Silver (33-38 points) or Gold Certification (39-51 points). Based on estimated costs and City Council prioritization, these line items could move from list to list. Options without a dollar sign ($) are items already incorporated into the base design, and have no additional cost associated with them. The estimated cost of each of these items will be presented during the Work Session. The items to attain the base LEED Certification are the alternatives with lower costs in general. The more complicated and costly options are found in the list for Silver and Gold Ratings.

LEED Certified (26-32 points)

1 point		1.	Alternative Transportation - Provide bike storage and change rooms for 5% of the building occupants.
1 point	$	2.	Reduce Site Disturbance - Protect or restore open space on the site during construction.
1 point		3.	Reduce Site Disturbance - Exceed the local zoning open space requirement by 25%.
1 point	$	4.	Heat Island Effect - Provide shade or light-colored materials for at least 30% of the hard-scape areas on the site.
1 point		5.	Heat Island Effect - Provide a highly reflective roof surface.
1 point		6.	Light Pollution Reduction - Provide site lighting fixtures with 100% cut-off with no light falling on adjacent properties.
1 point		7.	Water Efficient Landscaping - Reduce the use of potable water for landscaping by 50%.
1 point	$	8.	Ozone Depletion - Install systems that do not use HCFC's (Hydrochloroflurocarbons) or Halons.
1 point	$	9.	Construction Waste Management - Divert 50% of the construction waste from the landfill through recycling and/or salvage.
1 point	$	10.	Resource Reuse - 5% of the building materials are reused, salvaged, or refurbished. Possibly the timber framing and decking.
1 point		11.	Recycled Content - 5% of the total value of materials in the building are recycled.
1 point		12.	Local/Regional Materials - A minimum of 20% of the materials and products are manufactured within 500 miles of the project site.
1 point	$	13.	Rapidly Renewable Materials - 5% of the total value of materials in the building are rapidly renewable materials.
1 point	$	14.	Certified Wood - 50% of the wood-based materials used in the project or the construction of the project (forms, barriers, etc.) shall be from a certified source.
1 point	$	15.	Carbon Dioxide Monitoring - Install a permanent carbon dioxide monitoring system in the building.
1 point	$	16.	Construction IAQ Management Plan - Contractor to develop an

indoor air quality management plan for the construction process. Contractor must sequence construction to minimize the effect on the indoor air quality.

1 point	$	17.	Construction IAQ Management Plan - The contractor must flush-out the building for two weeks after construction is complete prior to occupancy.
4 points		18.	Low-Emitting Materials - Use adhesives, sealants, paints, carpet, and composite wood materials that have low or no VOC levels.
1 point	$	19.	Indoor Chemical & Pollutant Source Control - Provide entryway mats and/or grilles to capture pollutants before they enter the building. Isolate all interior pollutant sources from the rest of the building (copy areas, kitchen areas, cleaning areas, etc.).
1 point	$	20.	Controllability of Systems - Provide separate and individual control of systems within 15 of the perimeter walls.
1 point	$	21.	Thermal Comfort - Conform to ASHRAE standards for individual temperature and humidity control ranges to maintain individual thermal comfort.
1 point	$	22.	Thermal Comfort - Provide a permanent monitoring system to maintain thermal comfort.
1 point		23.	Daylight & Views - Provide daylight into and views out of 75% of the occupied space with visual tasks.

26 points total — Minimum required for LEED Certification.

LEED Silver Rating (33-38 points)
LEED Gold Rating (39-51 points)
Assuming all points can be realized, a minimum of 7 items from the following list would have to be added to the base certification (26-32 points) to achieve a Silver Rating. A minimum of 13 items would have to be added to achieve a Gold Rating.

Park City Police Facility — February 10, 2006
Sustainability Options - LEED Silver (33-38 points)
LEED Gold (39-51 points)

1 point	?	1.	Alternative Transportation - 2 bus lines must run within 1/4 mile of the project site to receive a point.
1 point	$?	2.	Alternative Transportation - 3% of the building occupants to use alternative fuel vehicles.
1 point	$	3.	Stormwater Management - Manage the stormwater discharge on site so that the flow rate after construction of the project is equal to or less than the flow rate prior to construction.
1 point	$	4.	Water Efficient Landscaping - Provide no irrigation system or use no potable water for the irrigation system. This may require some type of rain water collection system or the use of gray water for irrigation.
1 point	$?	5.	Water Use Reduction - Provide water efficient systems within the building (not including landscape irrigation) to reduce the potable water consumption by 20%.
5 points	$?	6.	Optimize Energy Performance - Achieve an increased level of energy performance above the required standard to reduce energy consumption. Receive 1 point for every 5% up to 50%. Current state standards are 25%.
1 point	$?	7.	Renewable Energy 5% to15% - Provide a means to generate electric energy on site, wind or solar to provide 5% to 15% of the total energy consumption for the building.
1 point	$	8.	Additional Commissioning - Hire a commissioning agent to be involved in the project throughout the design phase. On a small simple building like this there is not much real benefit to the Owner. Paying for a point.
1 point	$	9.	Measurement & Verification - Install metering equipment to measure and verify optimization of the building energy and water systems.
1 point	$	10.	Green Power - 50% of the power requirements for the building purchased from a renewable power source. Blue Sky.
1 point	$	11.	Construction Waste Management - Divert an additional 25% of the construction waste from the landfill, through recycling or reuse.
1 point	$?	12.	Recycled Content - 10% of the total value of materials in the building are recycled.

1 point	$?	13.	Ventilation Effectiveness - Provide effective delivery and mixing of fresh air to improve the indoor air quality. Studies have shown that this is difficult to achieve with a conventional overhead air distribution system, may need to go to under-floor distribution.
1 point	$?	14.	Controllability of Systems - Provide separate and individual control of systems for individual occupancy comfort throughout the normally occupied spaces.

18 total points

+ 26 from base LEED Certified package

44 total points = Gold Rating

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
FEBRUARY 2, 2006

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

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Kent Cashel, Deputy Public Works Director; Gary Hill, Budget Director; Alison Butz, Special Events and Facilities Manager; Eric DeHaan, City Engineer

1. Council questions/comments. Roger Harlan thanked Marianne Cone for putting him in touch with Gill Blonsley who brought him up to date on assisted housing. He referred to an article in *The Park Record* regarding "… politician demands transit audit". As a former bus driver, he offered to meet with Commissioner Woolstenhulme to discuss rider-ship tallies. He would like to raise the Commissioner's level of confidence in the program.

Marianne Cone thanked Alison Butz and Max Paap for their efforts during Sundance. She also praised Public Works for doing a great job of snow removal.

Jim Hier reported that the Economic Forecast meeting was uplifting, with statistics showing upward trends. They received good news from Governor Huntsman on his view of the State and it mission in the future.

Joe Kernan attended the Talisker/PCMR Annexation Task Force meeting and he outlined topics to be reviewed at future meetings.

Mayor Williams reported that he has been participating in the current Legislative session. He expressed appreciation to City Manager Tom Bakaly and Budget Manager Gary Hill, for their efforts and commented on the respect they have earned because of their efforts. He referred to comments in a recent *LA Times* article regarding spearheading the staff re-organization and clarified that it was a team effort and Tom Bakaly was due credit.

Mayor Williams had attended a roundtable discussion on wind energy in America and stated he would be inviting Commissioner Woolstenhulme to attend the meetings. He also attended the Economic Development luncheon and commended Colin Hilton on his no-nonsense speech.

Alison Butz introduced new staff members Jon Pistey, Assistant Manager of Operations and Jim Dingle, Assistant Manager and Hockey Director, for the Park City Ice Arena. She also introduced Bob Kollar, the new Event Director hired through the Joint Venture, whose office is located at the Chamber Bureau. .

Mayor Williams commented on the brochure regarding senior housing proposed in Snyderville Basin. He was concerned because it extrapolated information from a City study to intimate a huge demand. He felt it was important to place it on the record that the City did not support the project and had no involvement in it.

2. Transportation management strategic plan. Deputy Public Works Director Kent Cashel reminded Council that Staff had presented the Summit County Snyderville Basin and Transit Transportation Master Plan to them in October At that time, Staff committed to return with a request to authorize a letter of intent with Summit County to cooperate on regional transportation issues. Staff developed a draft strategic plan for Council's review and comments. Staff also requests authorization to execute a Letter of Intent to work cooperatively with the County.

Council members clarified that "ongoing traffic counts" referred to vehicular counts. They expressed support for pursuing areas for "park and ride" lots in the future. They also supported extending the cooperative efforts into Wasatch County.

3. 2006 City Council goals and liaison assignments. Manager Bakaly explained that Council had revised the Goals during their workshop and Staff had prepared the completed document for their review and discussion. He requested that Council identify any additional Targets for Action, appoint liaison assignments for Goals and/or Targets for Action; and make liaison assignments for Boards and Commissions.

Marianne Cone commented that Assisted Living had been removed from Affordable Housing and wondered whether it should listed under Regional Collaboration. She wanted to ensure the goals included things specifically for residents. The group concurred it would be listed as a separate item in Goal 2, Preservation of Park City Character. The City's role would be to facilitate discussions.

Joe Kernan noted that bi-weekly budget meetings should be added to Item 2 in Goal 7, Open and Responsive Government

Jim Hier requested clarification about water update meetings with Jerry Gibbs. In order to inform all Council Members, several separate meetings were being held. He asked whether they could notice them as closed meetings so the whole Council could attend. Mayor Williams commented on the complexity of the City's water issues and felt it was important for the whole Council to be kept informed.

City Attorney Mark Harrington stated Staff wished to involve the Council collectively in many issues, beyond the typical liaison roles, and is investigating whether separate meetings are feasible in terms of having them noticed, partially open and partially closed, or whether to continue with individual updates. He stated Staff would return with recommendations. Council Members discussed the importance of relaying information to each other on all issues.

Council Members selected two liaisons and one alternate for each of the goals, except Goal 6 Regional Collaboration, since many of the Targets for Action overlapped other goals.

Goal 1 Quality Water
Dana Williams, Candace Erickson; Alternate Jim Hier

- Pipeline/Preferred Project Agreements
- Water Conservation Strategy and Actions
- Water Treatment Plants
- Other Water Solutions – Supply Options
- Water Funding Strategy

Goal 2 Preservation of Park City Character
Marianne Cone, Dana Williams; Alternate Candace Erickson

- Old Town Improvements
- Affordable Housing
- Trash and Recycling
- Environmental Initiatives
- Historic Preservation
- Assisted Living

Goal 3 Effective Transportation and Parking System
Jim Hier, Roger Harlan; Alternate Marianne Cone

- Traffic Calming
- Regional Transportation
- Transportation Strategic Plan

Goal 4 World Class, Multi-Seasonal/Resort Community
Jim Hier, Marianne Cone; Alternate Joe Kernan

- Economic Development
- Support for Arts: Direction
- Community Amenities and Events: Evaluation, Future Direction

Goal 5 Recreation, Open Space and Trails
Candace Erickson, Joe Kernan; Alternate Marianne Cone

- Ongoing Open Space Acquisition
- Conservation Easements
- Trail Development Plan
- Neighborhood Parks/City Park
- Ice Rink
- Recreation and Racquet Club: Next Steps
- Outdoor Recreation Complex

Goal 6 Regional Collaboration and Partnerships

- Transportation
- Flagstaff-Wasatch County

Recreation
Health
Water
Solid Waste
Mosquito Abatement

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

Community Vision 2015 & Beyond
Budget Review & Benchmark
Customer Service: Evaluation & Action Plan
Public Safety
Communications

Manager Bakaly noted that Council had discussed liaison roles with business district associations. Council members expressed concern about holding liaison roles when they are the body to ultimately make decisions on development proposals, although they are concerned about the future of all commercial areas in town.

Council members agreed on liaison roles and requested that Staff research the liaison voting status with various groups.

4. Legislative update. Budget Director Gary Hill announced that SB170 was going to be replaced with a new bill that would require Cities to use generally accepted governmental accounting practices. He reported they would receive more information at the Legislative Policy Committee meeting on Monday.

Mr. Hill touched on other bills of interest: underground utilities, sales and use tax on food, protocol for work sessions, and transportation funding amendments. He stated that Cache County proposed to change the sales tax distribution formula which would allow a County, if a majority of the Cities and voters, agreed to distribution on a basis other than 50/50, up to 100%. On Monday, they will have a chance to oppose the bill.

Candace Erickson commented on a school lands bill that would compel Cities to allow greater density on annexed property donated for schools. Mr. Hill added that the Second Homeowners Bill was being proposed again. Manager Bakaly noted a solution may have been reached regarding the Public Safety Retirement System bill.

Mayor Williams reminded everyone that Senator Beverly Evans and Representative David Ure were holding a public meeting sat the Santy Auditorium at 7:00 P.M.

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
FEBRUARY 2, 2006

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at 6:00 p.m. at the Marsac Municipal Building on Thursday, February 2, 2006. Members in attendance were Dana Williams, Marianne Cone, Candace Erickson, Jim Hier, Joe Kernan and Roger Harlan. Staff present were Tom Bakaly, City manager; Mark Harrington, City Attorney; Alison Butz, Special Facilities and Events Manager; Eric DeHaan, City Engineer; and Kent Cashel, Deputy Public Works Director.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council member Kernan announced that both the Chamber and Summit County were customers.

City Engineer Eric DeHaan announced that an informational meeting for the Prospect Street neighborhood would be held on Tuesday, February 7, 2006 in Council Chambers from 5-7PM. Consultants will be available to discuss the plans for this capital improvements project.

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

The Mayor invited the public to comment on any matter of City business not scheduled on the agenda. Hearing none, the public input session was closed.

IV CONSENT AGENDA PUBLIC HEARING

<u>Master Festival License for the Winter Fest to be held February 4–10, 2006 – Chamber of Commerce</u> – Special Events Manager Alison Butz explained that Winter Fest included two events requiring Council's review and approval: International Pedigree Stage Stop Dog Race will be held on February 4 and, Main Street Fireworks celebration on February 10. Ms. Butz distributed brochures for the week's activities. Cleanup of the venues will occur following the events.

Mayor Williams opened the public hearing. Bill Malone, Park City Chamber Bureau Director, announced that the title sponsor, Pedigree, has donated 1500 pounds of dog food to Furburbia.
Hearing no further input, Mayor Williams closed the hearing.

V CONSENT AGENDA

Jim Hier, "<u>I move approval of Consent Agenda Items 1 and 2</u>" . Marianne Cone seconded. <u>Motion unanimously carried</u>.

1. Master Festival License for the Winter Fest to be held February 4 – 10, 2006 – Chamber of Commerce

2. Letter of intent for regional transportation with Summit County

VII ADJOURNMENT

With no further business, the regular meeting adjourned. The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Sharon Bauman

Sharon Bauman, Analyst II

City Council
Staff Report

PLANNING DEPARTMENT

Subject:	**1499 PARK AVENUE – MOOSE RESIDENCES RECORD OF SURVEY**
Date:	**February 16, 2006**
Type of Item:	**Administrative**
Applicant:	**Blake Henderson**
Zone:	**Recreation Commercial (RC)**
Planner:	**Jonathan Weidenhamer**

Summary Recommendation: Staff recommends that the City Council review the proposed Record of Survey, conduct a public hearing, and consider approving the application.

Background
The Planning Commission reviewed this item at the February 8, 2006 meeting. A Public hearing was held. No public comment was received. The Planning Commission voted unanimously to forward a positive recommendation to the City Council.

The lot is located at 1499 Park Avenue and was created through a subdivision on June 30, 2005. The lot is 15,712 square feet. It is the site of the old Texaco Station and is located across from the 7-11 convenience store on Park Avenue. A Conditional Use Permit for a 10 unit multi–family dwelling was approved by the Planning Commission on July 13, 2005. The 10 unit project is currently under construction.

At this time the applicant has submitted a Record of Survey. Approval of which will allow the applicant the ability to convert each unit to private ownership.

Analysis
This request is to condominiumize the existing 10 unit multi-dwelling structure. Staff has evaluated the overall project against the Land Management Code regulations for the RC District, and determined the proposed application complies as presented with all requisite City Subdivision Codes for lot areas, configurations, and access. As part of this project the City will require to posting of a financial security to ensure all necessary public improvements are completed. A condition of approval will reference this request. The proposed record of survey is consistent with the June 13, 2005 CUP approval.

The units range in size from 1720 – 2066 square feet of living area. Each unit has underground private parking and storage associated with it.

Additionally a condition of approval will be added to ensure an Accessible unit will available in perpetuity as one of the 10 units. ADA parking has been provided on site, outside of this unit.

Notice
Notice of this hearing was sent to property owners within 300' on January 18,2006. No formal comments have been filed at the time of this report.

Department Review
The Planning, Building and Planning Departments have reviewed this request. The City Engineer and City Attorney's Office will review the plat prior to recording. The request was discussed at a Staff Review Meeting on January 10, 2006, where representatives from City Staff were in attendance and found it to be in conformance with all current requisite City development codes. No additional unmitigated issues were identified.

Recommendation
Staff recommends that the City Council review the proposed Record of Survey, conduct a public hearing, and consider approving the application according to the findings of fact, conclusions of law and conditions of approval found in the attached ordinance.

EXHIBITS
Ordinance
Exhibit A - Proposed Plat

Ordinance No. 06-

AN ORDINANCE APPROVING A FINAL CONDOMINIUM RECORD OF SURVEY PLAT FOR THE MOOSE RESIDENCES LOCATED AT 1499 PARK AVENUE, PARK CITY, UTAH

WHEREAS, the owners of the Henderson Subdivision located at 1499 Park Avenue, have petitioned the City Council for approval of a record of survey; and

WHEREAS, A Conditional Use Permit for a 10 unit multi –family dwelling was approved by the Planning Commission on July 13, 2005; and

WHEREAS, The applicant has submitted a Record of Survey, approval of which will allow the applicant the ability to convert each unit to private ownership; and

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

WHEREAS, on February 8, 2006 the Planning Commission held a public hearing to receive public input on the proposed record of survey and forwarded a positive recommendation of approval to the City Council; and

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

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

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

1. The property is located in the RC District at 1499 Park Avenue.
2. The findings discussed in the analysis section of this report are incorporated herein.
3. A Plat Amendment creating a 15,712 square foot lot out of a metes and bounds parcel was approved by the City Council on June 30, 2004.
4. A Conditional Use Permit for a 10 unit multi –family dwelling was approved by the Planning Commission on July 13, 2005.
5. A 20'non-exclusive public utility easement has been dedicated on the subdivision running east-west at the north end of the lot. A 10' snow storage and utility easement was dedicated on the west of the lot, running north – south.
6. Proper drainage, sidewalk, and utility installation is a public benefit.
7. The applicant has agreed to install a number of public improvements including: a new gutter along Woodside Avenue and 15th Street, a new sidewalk along 15th street between Park Avenue and Woodside Avenue, a new sidewalk along Woodside avenue, and sidewalk connections from the building to sidewalks at Park Avenue and 15th Street, an Accessible parking space, and van unloading area along 15th street.
8. Provision of a unit that meets ADA standards is a requirement of this development. A condition of approval will address this requirement.
9. The condominium plat will allow the applicant to sell each unit separately.
10. Separation between building eaves and power lines are required for purposes of

public safety.

11. The Planning Commission reviewed this item at the February 8, 2006 meeting. A Public hearing was held. No public comment was received. The Planning Commission voted unanimously to forward a positive recommendation to the City Council.

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

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

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

1. City Attorney and City Engineer review and approval of the record of survey and CCnR's for compliance with the State Code, the Land Management Code, and conditions of approval is a condition precedent to plat recording
2. This approval shall expire one year from the date of City Council approval, unless this plat amendment is recorded at the Summit County Recorder's office prior to that date.
3. The applicant is required to provide a financial guarantee in an amount approved by the City Engineer and in a form satisfactory to the City Attorney to satisfy obligations for public improvements such as sidewalks and utility installation.
4. The Owners association shall be obligated to maintain the accessible parking space and unloading area. This includes snow removal in the winter.
5. The Owners association shall be obligated to provide a unit that meets ADA standards in perpetuity as one of the 10 units.

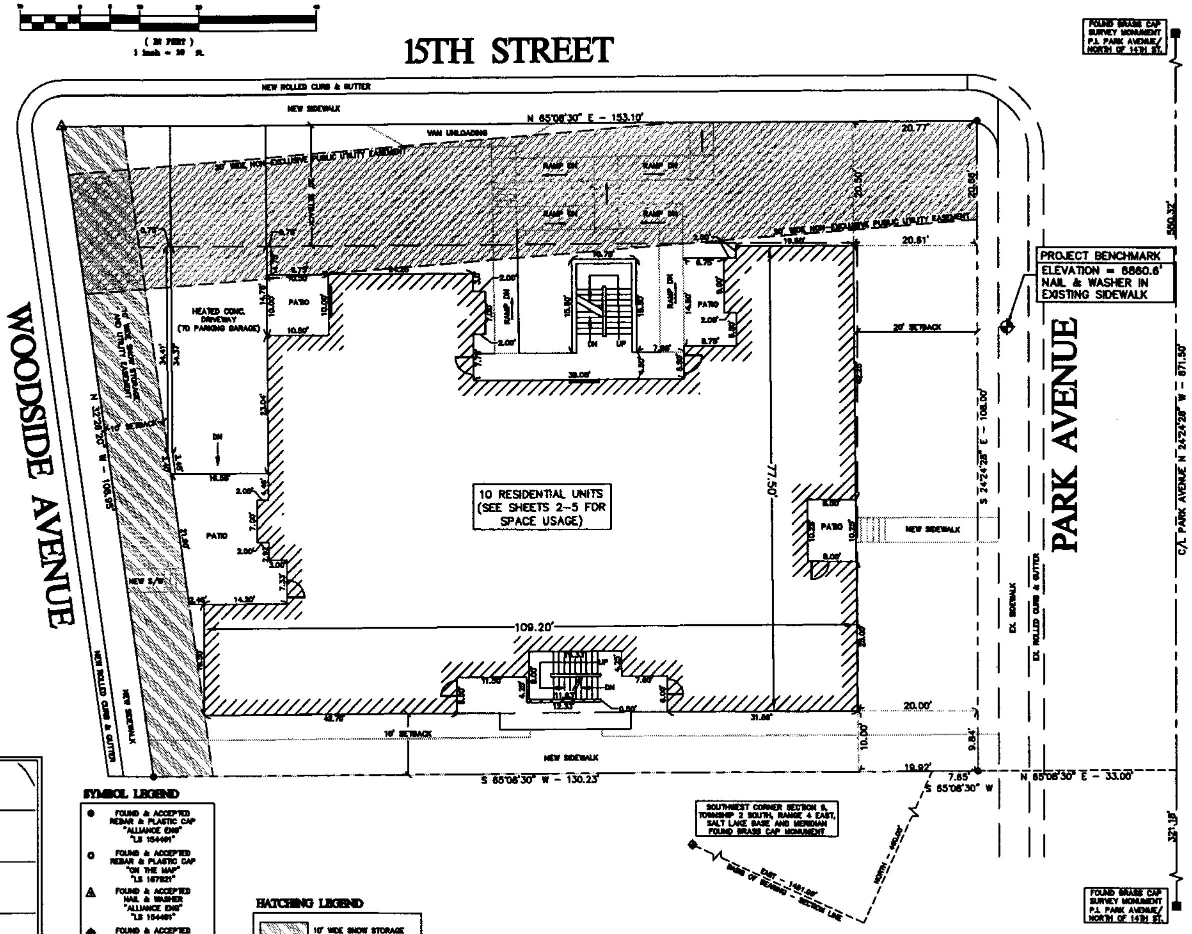
SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 15 day of February, 2006.

RECORD OF SURVEY MAP

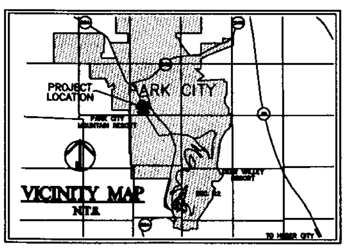
MOOSE RESIDENCES

– A 10 UNIT CONDOMINIUM PROJECT –
1499 PARK AVENUE
(CONTAINING 10 RESIDENTIAL UNITS)
A PARCEL OF LAND LOCATED IN SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH



OVERALL AREA TABULATIONS

PRIVATE AREA:	
UNIT 1	
STORAGE AREA	48.00 S.F.
PARKING STALL	323.61 S.F.
LIVING AREA	1,720.56 S.F.
TOTAL	2,093.17 S.F.
UNIT 2	
STORAGE AREA	77.00 S.F.
PARKING STALL	339.65 S.F.
LIVING AREA	1,413.83 S.F.
TOTAL	1,830.48 S.F.
UNIT 3	
STORAGE AREA	55.12 S.F.
PARKING STALL	340.37 S.F.
LIVING AREA	1,306.86 S.F.
TOTAL	1,702.35 S.F.
UNIT 4	
STORAGE AREA	48.00 S.F.
PARKING STALL	323.10 S.F.
LIVING AREA	1,362.69 S.F.
TOTAL	1,734.79 S.F.
UNIT 5	
STORAGE AREA	48.00 S.F.
PARKING STALL	324.92 S.F.
LIVING AREA	1,625.12 S.F.
TOTAL	1,999.04 S.F.
UNIT 6	
STORAGE AREA	77.00 S.F.
PARKING STALL	323.23 S.F.
LIVING AREA	1,637.10 S.F.
TOTAL	2,037.33 S.F.
UNIT 7	
STORAGE AREA	48.00 S.F.
PARKING STALL	323.60 S.F.
LIVING AREA	1,713.70 S.F.
TOTAL	2,086.30 S.F.
UNIT 8	
STORAGE AREA	48.00 S.F.
PARKING STALL	323.41 S.F.
LIVING AREA	1,621.14 S.F.
TOTAL	1,993.55 S.F.
UNIT 9	
STORAGE AREA	77.00 S.F.
PARKING STALL	323.48 S.F.
LIVING AREA	1,531.76 S.F.
TOTAL	1,932.24 S.F.
UNIT 10	
STORAGE AREA	81.12 S.F.
PARKING STALL	323.80 S.F.
LIVING AREA	1,514.08 S.F.
TOTAL	1,919.00 S.F.
SUBTOTAL PRIVATE AREA:	19,319.96 S.F.
LIMITED COMMON AREA:	
UNIT 1	317.86 S.F.
UNIT 2	83.43 S.F.
UNIT 3	101.19 S.F.
UNIT 4	106.68 S.F.
UNIT 5	11.00 S.F.
UNIT 6	5.50 S.F.
UNIT 7	43.86 S.F.
UNIT 8	32.50 S.F.
UNIT 9	0.00 S.F.
UNIT 10	10.50 S.F.
SUBTOTAL LIMITED COMMON AREA:	733.10 S.F.
COMMON AREA:	
PARKING LEVEL	4,683.36 S.F.
GROUND LEVEL	1,577.51 S.F.
SECOND LEVEL	1,008.27 S.F.
THIRD LEVEL	387.44 S.F.
SUBTOTAL COMMON AREA:	7,656.58 S.F.
TOTAL AREA OF BUILDING:	27,709.64 S.F.



VICINITY MAP
NTS

LEGAL DESCRIPTION

ALL OF HENDERSON SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER. RECORDED AS ENTRY NO. 752466, SEPTEMBER 29, 2005.
MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT EAST 1461.09 FEET ALONG THE SOUTH SECTION LINE OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN AND NORTH 460.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST; THENCE SOUTH 65°08'30" WEST A DISTANCE OF 130.23 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF EXISTING WOODSIDE AVENUE BEING 40.00 FEET WIDE; THENCE NORTH 32°28'20" WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 108.95 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF EXISTING 15TH STREET; THENCE NORTH 65°08'30" EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 153.10 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF EXISTING PARK AVENUE BEING 66.00 FEET WIDE; THENCE SOUTH 24°24'28" EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 108.00 FEET; THENCE LEAVING SAID RIGHT OF WAY, SOUTH 65°08'30" WEST A DISTANCE OF 7.65 FEET TO THE POINT OF BEGINNING.

CONTAINS: 15,712.34 SQUARE FEET OR 0.361 ACRES.

SURVEYORS CERTIFICATE

I, GREGORY R. WOLBACH, OF PARK CITY, UTAH, CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 167789, 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 57-8-13 OF CHAPTER 8, CONDOMINIUM OWNERSHIP ACT, UTAH CODE TITLE 57, REAL ESTATE.

STATE OF UTAH
GREGORY R. WOLBACH
NO. 167789
PROFESSIONAL LAND SURVEYOR

GREGORY R. WOLBACH ______ DATE:

NOTES

1. BASIS OF BEARING: NORTH 24°24'28" WEST 871.50 FEET BETWEEN A FOUND SURVEY ROAD MONUMENT AT THE P.I. OF THE PARK AVENUE CENTERLINE NORTH OF 14TH STREET AND A FOUND SURVEY ROAD MONUMENT AT THE INTERSECTION OF THE CENTERLINE OF PARK AVENUE AND EMPIRE AVENUE, AS SHOWN ON THE HENDERSON SUBDIVISION PLAT, AS RECORDED IN THE OFFICE OF THE SUMMIT COUNTY RECORDER. FOUND AND ACCEPTED SURVEY MONUMENTS IN THE ROADWAY AND AT LOT CORNERS AS SHOWN HEREON.
2. PROPERTY CORNERS: FOUND AND ACCEPTED SURVEY MONUMENTS AT LOT CORNERS AS SHOWN HEREON.
3. LOCATED WITHIN: THE SECTION 9, T. 2 S., R. 4 E., S.L.B.&M., PARK CITY, SUMMIT COUNTY, UTAH.
4. THIS PLAT REPRESENTS A CONDOMINIUM CONVERSION OF THE HENDERSON SUBDIVISION, AS RECORDED IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, ENTRY NO. 752466, SEPTEMBER 29, 2005.
5. EXISTING EASEMENTS: 10' WIDE PUBLIC SNOW STORAGE AND UTILITY EASEMENT ALONG WOODSIDE AVE. AND A 20.00 FOOT WIDE NON-EXCLUSIVE PUBLIC UTILITY EASEMENT, AS SHOWN HEREON.
6. BUILDING SETBACKS: PARK AVE. = 20.00'; 15TH ST. = 20.00'; WOODSIDE AVE. = 10.00'; SIDE YARD = 10.00'.
7. THIS PLAT IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE "MOOSE RESIDENCES" AS RECORDED IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, ENTRY NO.______, BOOK______, PAGE______.
8. THE SNYDERVILLE BASIN WATER RECLAMATION DISTRICT (S.B.W.R.D.) ACCEPTS NO RESPONSIBILITY FOR THE PRIVATE COMMON SEWER LATERALS SERVING THIS PROJECT.
9. THE PRIVATE COMMON SEWER LATERALS SERVING THIS PROJECT ARE OWNED AND MAINTAINED BY THE "MOOSE RESIDENCES HOMEOWNERS ASSOCIATION".

OWNERS DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENT THAT WE, THE UNDERSIGNED OWNERS OF THE HEREON DESCRIBED TRACT OF LAND, TO BE HEREAFTER KNOWN AS "MOOSE RESIDENCES", CERTIFY THAT WE HAVE CAUSED THIS SURVEY TO BE MADE AND THIS RECORD OF SURVEY PLAT TO BE PREPARED. WE DO HEREBY CONSENT TO THE RECORDATION OF THIS SURVEY PLAT.
WE CERTIFY THAT THE BUILDING CONTAINING UNITS SHOWN ON THIS PLAT, WHILE NOT FULLY CONSTRUCTED AT THE TIME THIS PLAT IS RECORDED, WILL, WHEN COMPLETED, BE SUBSTANTIALLY AS SHOWN ON THIS PLAT.

______
BLAKE HENDERSON, MANAGER
ROLAND MACDONALD I, LC, A UTAH LIMITED LIABILITY COMPANY

ACKNOWLEDGMENT(S)

STATE OF UTAH } BLAKE HENDERSON, MANAGER
COUNTY OF SUMMIT } ROLAND MACDONALD I, LC, A UTAH LIMITED LIABILITY COMPANY

ON THE ______ DAY OF ______, 200__, PERSONALLY APPEARED BEFORE ME BLAKE HENDERSON, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS MANAGER OF ROLAND MACDONALD I, LC, A UTAH LIMITED LIABILITY COMPANY, AND DULY ACKNOWLEDGED TO ME THAT HE IS AUTHORIZED TO SIGN THE FOREGOING INSTRUMENT ON BEHALF OF SAID LC AND FURTHER ACKNOWLEDGED TO ME THAT SAID LC EXECUTED THE SAME.

______ NOTARY PUBLIC
MY COMMISSION EXPIRES: ______
RESIDING IN ______ COUNTY, ______ STATE

SHEET 1 OF 11

Evergreen Engineering, Inc.
Civil Engineering * Land Surveying * Land Planning
50 Shadow Ridge Drive * Level B1 * Suite 200
P.O. Box 2861 * Park City * Utah * 84060
Phone: 435-649-4667 * Fax: 435-649-9219
Email: office@evergreen-eng.com

SNYDERVILLE BASIN W.R.D.

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ______ DAY OF ______ AD 200__

BY: ______
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS ______ DAY OF ______ A.D. 200__

CHAIRMAN

CITY ENGINEER

THIS PLAT IS IN CONFORMANCE WITH INFORMATION ON FILE IN THE OFFICE OF THE PARK CITY ENGINEERING DEPARTMENT ON THIS ______ DAY OF ______ A.D. 200__

CITY ENGINEER

CITY COUNCIL APPROVAL

PRESENTED TO THE BOARD OF ______ CITY COUNCIL THIS ______ DAY OF ______ A.D. 200__ AT WHICH TIME THIS RECORD OF SURVEY WAS APPROVED.

MAYOR

CITY RECORDER

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS ______ DAY OF ______ A.D. 200__

CITY ATTORNEY

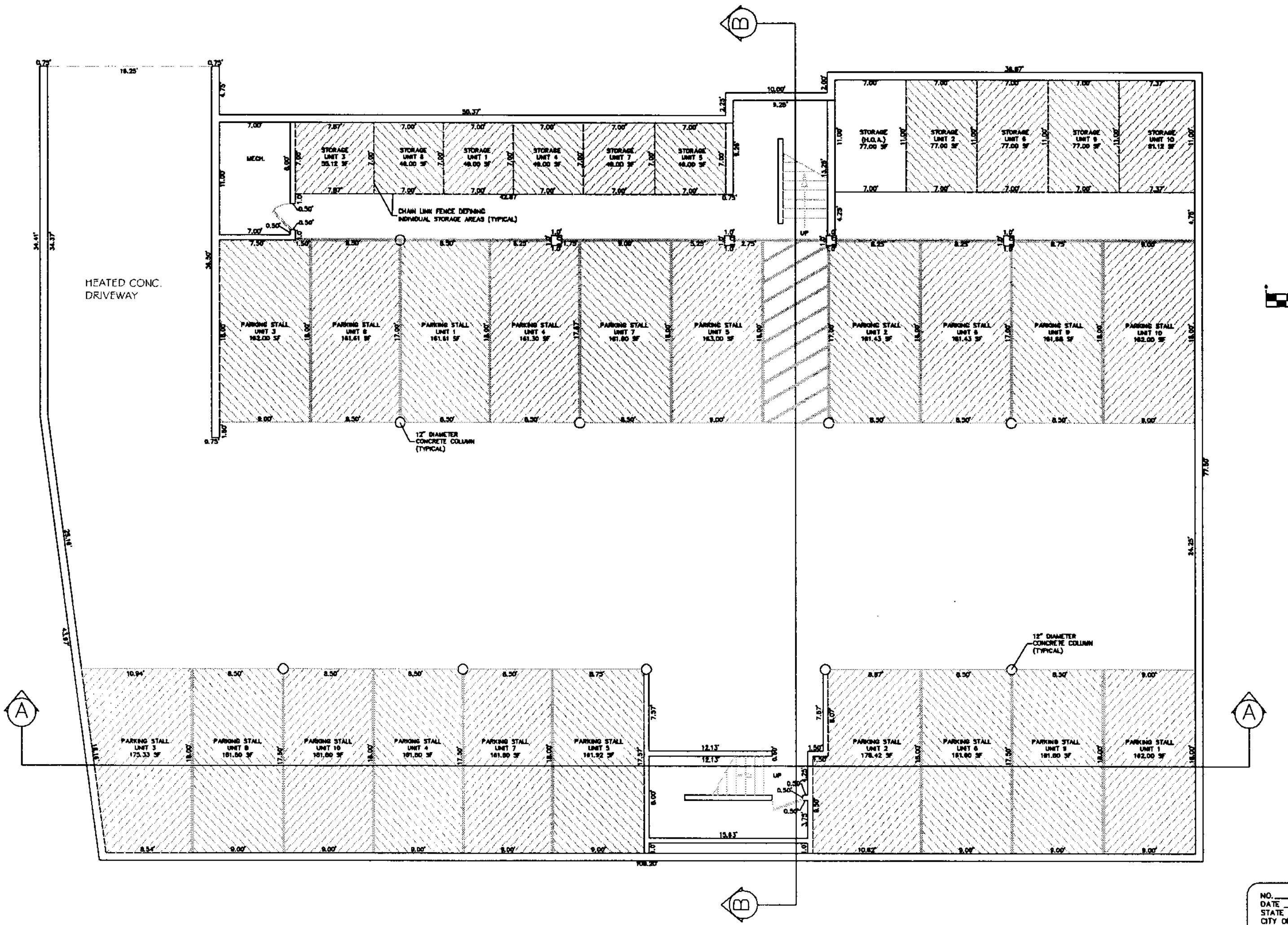
JAN 24 2006

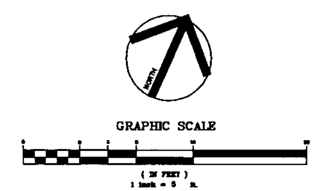
RECORDED

Nº. ______
STATE OF ______
COUNTY OF ______
RECORDED AND FILED AT THE REQUEST OF: ______

COUNTY RECORDER

PARKING LEVEL PLAN





HATCHING LEGEND

- PRIVATE AREA
- LIMITED COMMON AREA
- COMMON AREA

AREA TABULATIONS

LIMITED COMMON AREA	0.00 S.F.
PRIVATE AREA	
UNIT 1 STORAGE	49.00 S.F.
UNIT 1 PARKING STALLS	323.61 S.F.
TOTAL UNIT 1	372.61 S.F.
UNIT 2 STORAGE	77.00 S.F.
UNIT 2 PARKING STALLS	339.85 S.F.
TOTAL UNIT 2	416.85 S.F.
UNIT 3 STORAGE	55.12 S.F.
UNIT 3 PARKING STALLS	337.33 S.F.
TOTAL UNIT 3	392.45 S.F.
UNIT 4 STORAGE	49.00 S.F.
UNIT 4 PARKING STALLS	323.10 S.F.
TOTAL UNIT 4	372.10 S.F.
UNIT 5 STORAGE	49.00 S.F.
UNIT 5 PARKING STALLS	324.92 S.F.
TOTAL UNIT 5	373.92 S.F.
UNIT 6 STORAGE	77.00 S.F.
UNIT 6 PARKING STALLS	323.23 S.F.
TOTAL UNIT 6	400.23 S.F.
UNIT 7 STORAGE	49.00 S.F.
UNIT 7 PARKING STALLS	323.60 S.F.
TOTAL UNIT 7	372.60 S.F.
UNIT 8 STORAGE	49.00 S.F.
UNIT 8 PARKING STALLS	323.41 S.F.
TOTAL UNIT 8	372.41 S.F.
UNIT 9 STORAGE	77.00 S.F.
UNIT 9 PARKING STALLS	323.48 S.F.
TOTAL UNIT 9	400.48 S.F.
UNIT 10 STORAGE	81.12 S.F.
UNIT 10 PARKING STALLS	323.80 S.F.
TOTAL UNIT 10	404.92 S.F.
SUBTOTAL	3,877.53 S.F.
COMMON AREA	4,663.36 S.F.
TOTAL AREA	8,540.89 S.F.

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

RECEIVED
DEC 16 2005
PARK CITY PLANNING DEPT.

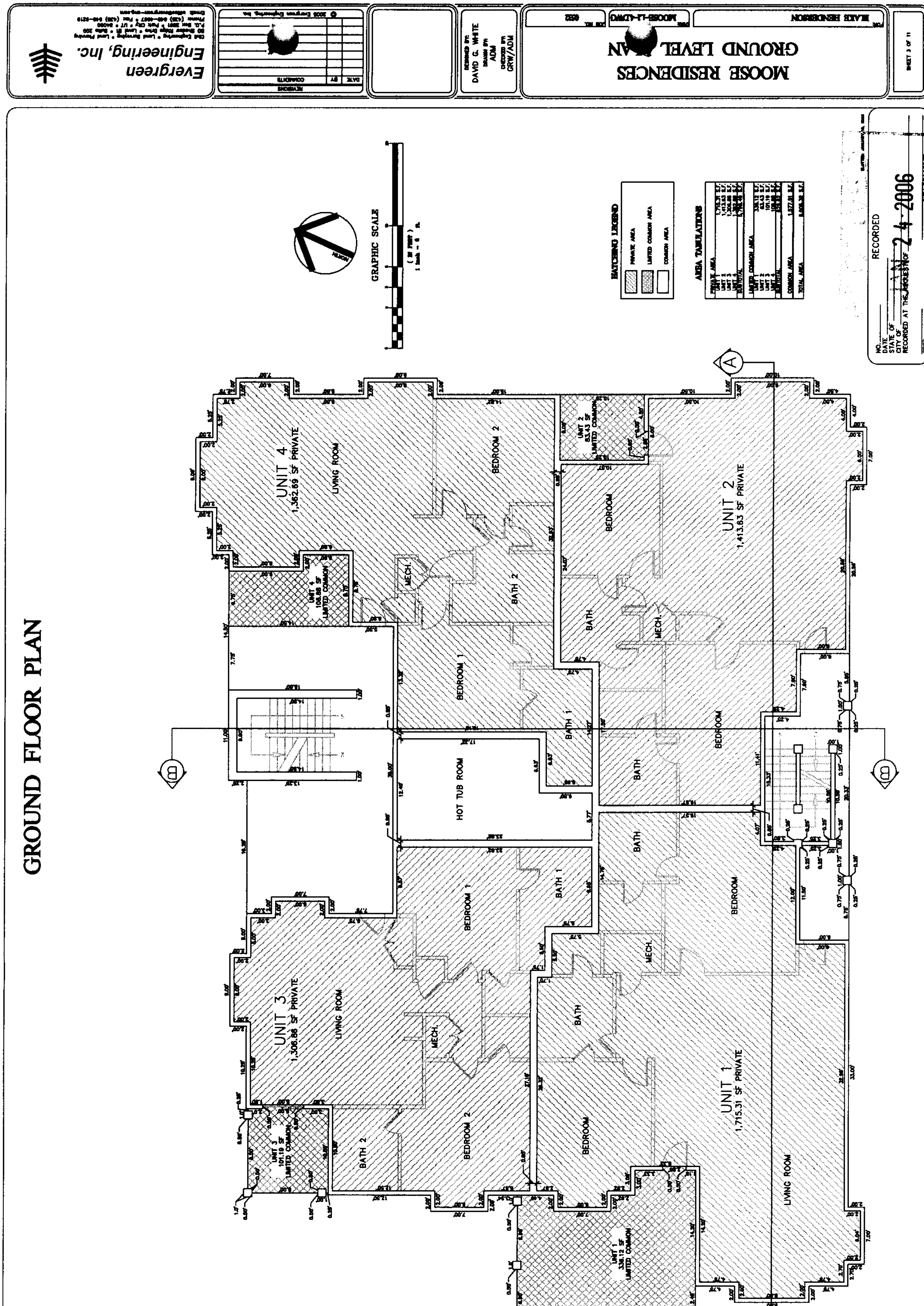
Evergreen Engineering, Inc.

REVISIONS
DATE | BY | COMMENTS

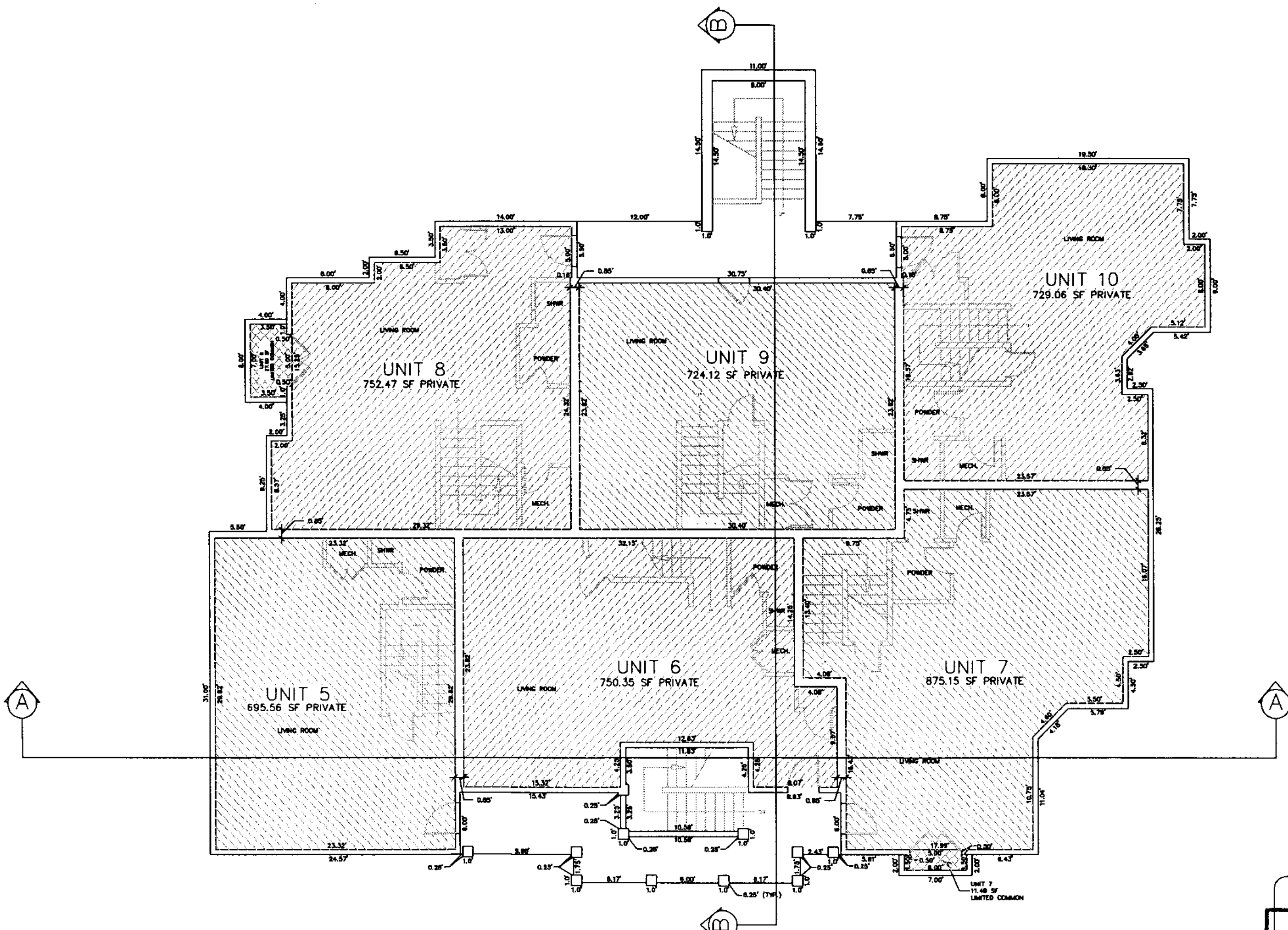
DESIGNED BY: DAVID G. WHITE
DRAWN BY: ADM
CHECKED BY: GRW/ADM

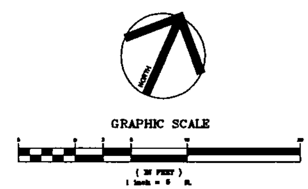
MOOSE RESIDENCES
PARKING LEVEL PLAN

FOR: BLAKE HENDERSON
JOB NO. 0532


GROUND FLOOR PLAN
UNIT 4
1,362.69 SF PRIVATE
LIVING ROOM
BEDROOM 2
BEDROOM 1
BATH 2
BATH 1
MECH.
UNIT 4 106.88 SF LIMITED COMMON
HOT TUB ROOM
UNIT 3
1,306.88 SF PRIVATE
UNIT 3 101.19 SF LIMITED COMMON
UNIT 2
1,413.63 SF PRIVATE
UNIT 2 83.43 SF LIMITED COMMON
BEDROOM
BATH
UNIT 1
1,715.31 SF PRIVATE
UNIT 1 336.12 SF LIMITED COMMON
GRAPHIC SCALE
HATCHING LEGEND
AREA TABULATIONS
RECORDED
MOOSE RESIDENCES
GROUND LEVEL PLAN
Evergreen Engineering, Inc.
DAVID G. WHITE

SECOND FLOOR PLAN





HATCHING LEGEND

- PRIVATE AREA
- LIMITED COMMON AREA
- COMMON AREA

AREA TABULATIONS

LIMITED COMMON AREA	
UNIT 7	11.48 S.F.
UNIT 8	27.00 S.F.
SUBTOTAL	38.48 S.F.
PRIVATE AREA	[illegible] S.F.
UNIT 5	750.35 S.F.
UNIT 6	875.15 S.F.
UNIT 7	752.47 S.F.
UNIT 8	724.12 S.F.
UNIT 9	724.12 S.F.
UNIT 10	729.06 S.F.
SUBTOTAL	4,526.71 S.F.
COMMON AREA	1,008.27 S.F.
TOTAL AREA	5,573.46 S.F.

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

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DEC 16 2005
PARK CITY
PLANNING DEPT.

Evergreen Engineering, Inc.

Civil Engineering • Land Surveying • Land Planning
P.O. Box 2861 • Park City • UT • 84060
Phone: (435) 649-4667 • Fax: (435) 649-5219

DATE	BY	REVISIONS COMMENTS

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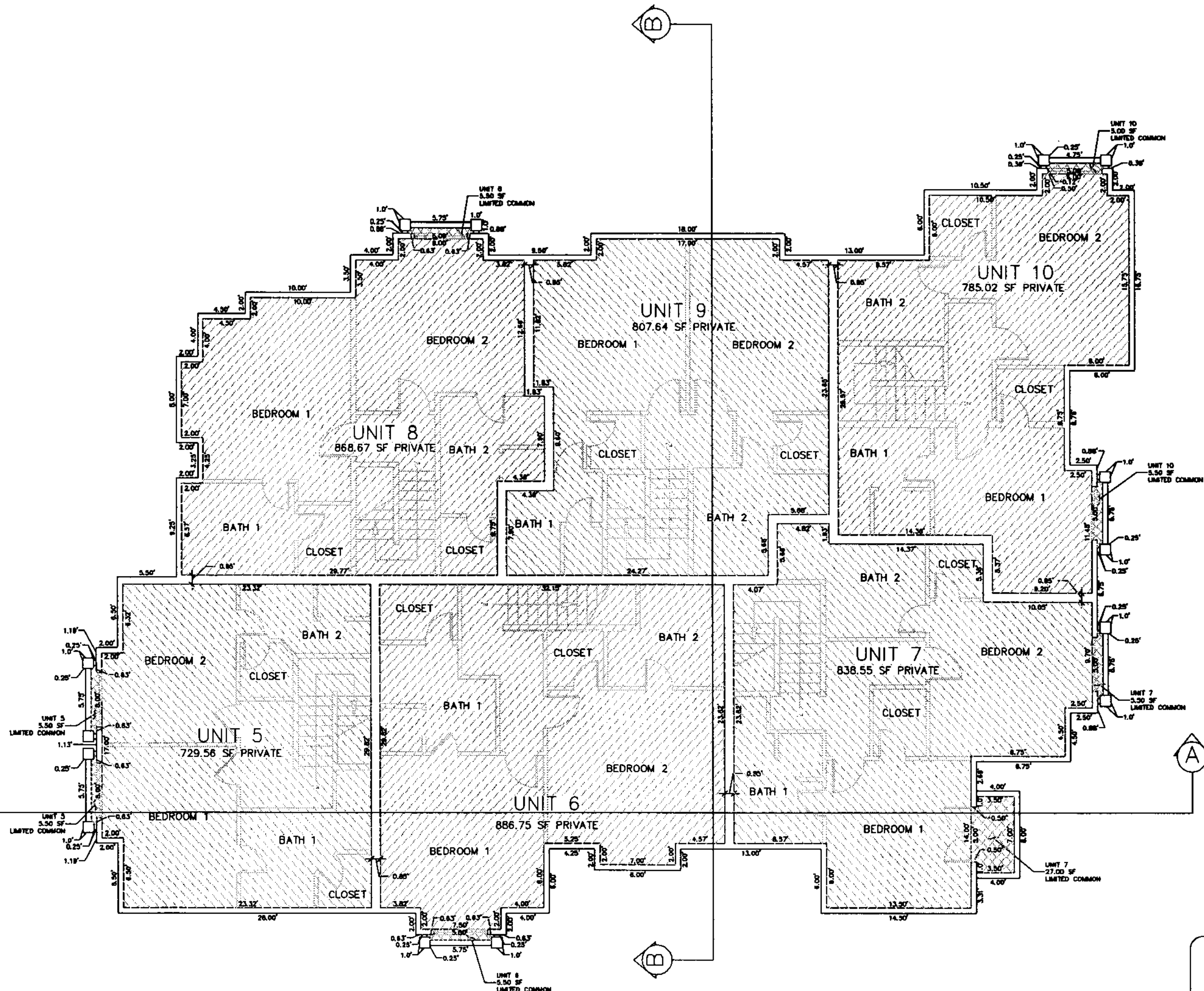
DESIGNED BY: DAVID G. WHITE
DRAWN BY: ADM
CHECKED BY: GRW/ADM

MOOSE RESIDENCES
PARKING LEVEL PLAN

DWG: MOOSE-L1-4.DWG
JOB NO. 0582
FOR: BLAKE HENDERSON

SHEET 4 OF 11

THIRD FLOOR PLAN



GRAPHIC SCALE

(IN FEET)
1 inch = 8 ft.

HATCHING LEGEND

- PRIVATE AREA
- LIMITED COMMON AREA
- COMMON AREA

AREA TABULATIONS

LIMITED COMMON AREA	
UNIT 5	11.00 S.F.
UNIT 6	5.50 S.F.
UNIT 7	32.50 S.F.
UNIT 8	5.50 S.F.
UNIT 10	10.50 S.F.
SUBTOTAL	65.00 S.F.
PRIVATE AREA	
UNIT 5	729.56 S.F.
UNIT 6	886.75 S.F.
UNIT 7	838.55 S.F.
UNIT 8	868.67 S.F.
UNIT 9	807.64 S.F.
UNIT 10	785.02 S.F.
SUBTOTAL	4,918.18 S.F.
COMMON AREA	387.44 S.F.
TOTAL AREA	5,368.62 S.F.

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

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PARK CITY
PLANNING DEPT.

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REVISIONS

DATE	BY	COMMENTS

DESIGNED BY: DAVID G. WHITE
DRAWN BY: ADM
CHECKED BY: GRW/ADM

MOOSE RESIDENCES
PARKING LEVEL PLAN

FOR: BLAKE HENDERSON
DWG: MOOSE-L1-4.DWG
JOB NO. 0532

SHEET 5 OF 11

FIFTEENTH STREET / NORTH ELEVATION

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REVISIONS

DATE	BY	COMMENTS

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CHECKED BY: GRW/ADM

MOOSE RESIDENCES
FIFTEENTH STREET / NO ELEVATION

FOR: BLAKE HENDERSON

DWG: MOOSE-ELEV.DWG

SHEET 8 OF 11

NO.
DATE
STATE OF
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CITY RECORDER
FEES

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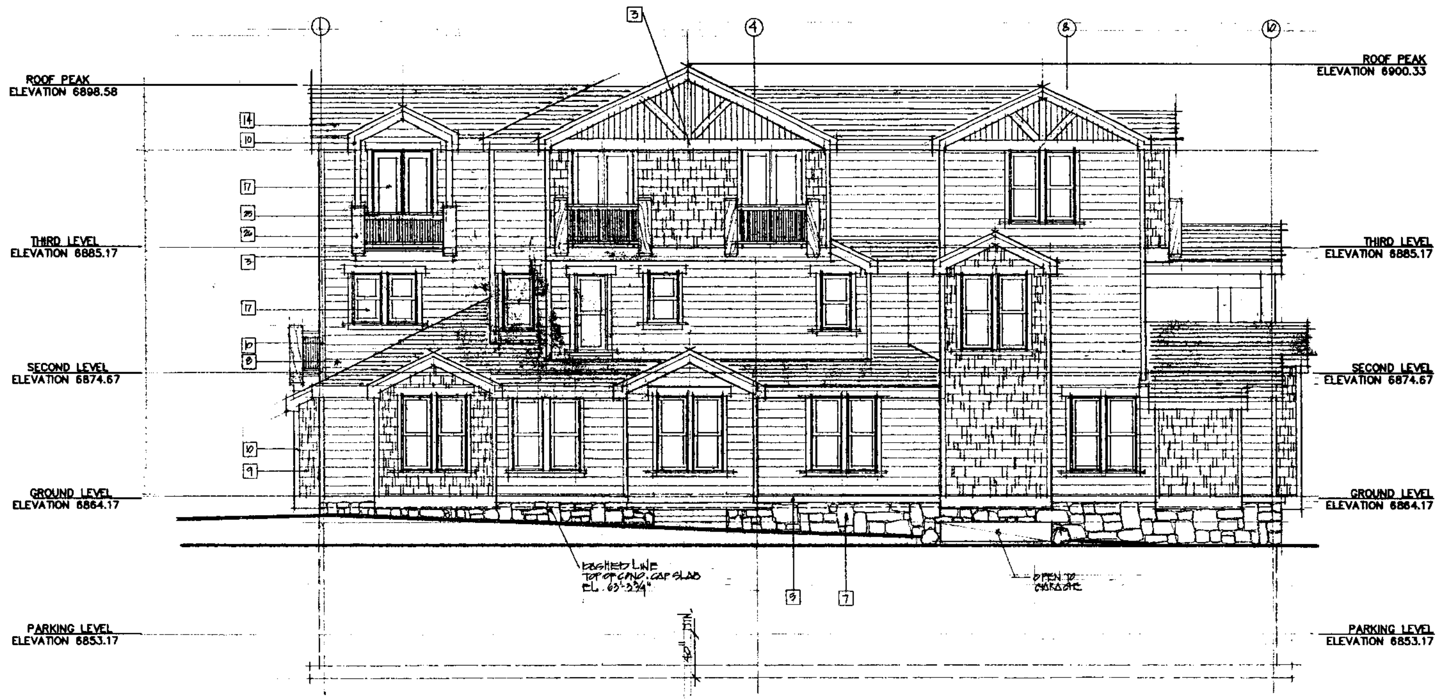
DEC 16 2005
PARK CITY
PLANNING DEPT.

PARK AVENUE / EAST ELEVATION



Evergreen Engineering, Inc.

DESIGNED BY: DAVID G. WHITE
DRAWN BY: ADM
CHECKED BY: GRW/ADM

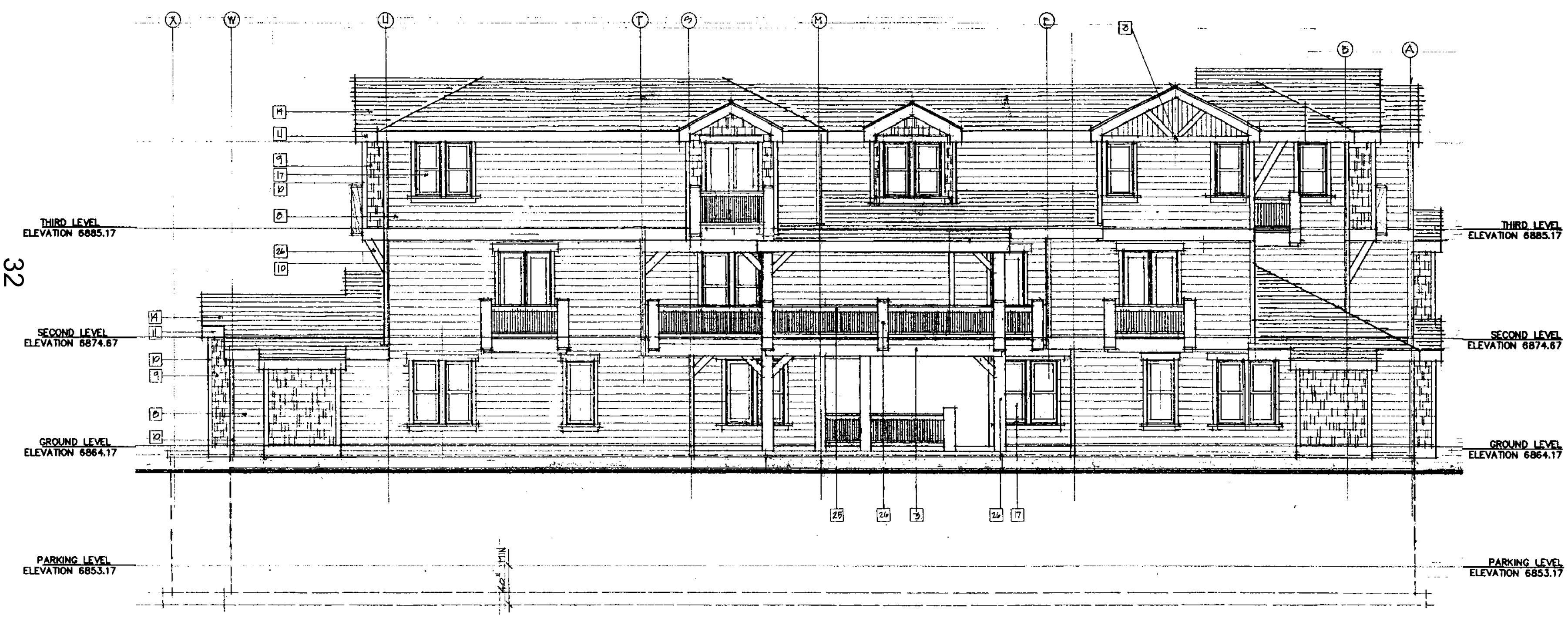
MOOSE RESIDENCES
PARK AVENUE / EAST ELEVATION

FOR: BLAKE HENDERSON

RECORDED

RECEIVED
DEC 16 2005
PARK CITY
PLANNING DEPT.

SOUTH ELEVATION



Evergreen Engineering, Inc.

DESIGNED BY: DAVID G. WHITE
DRAWN BY: ADM
CHECKED BY: GRW/ADM

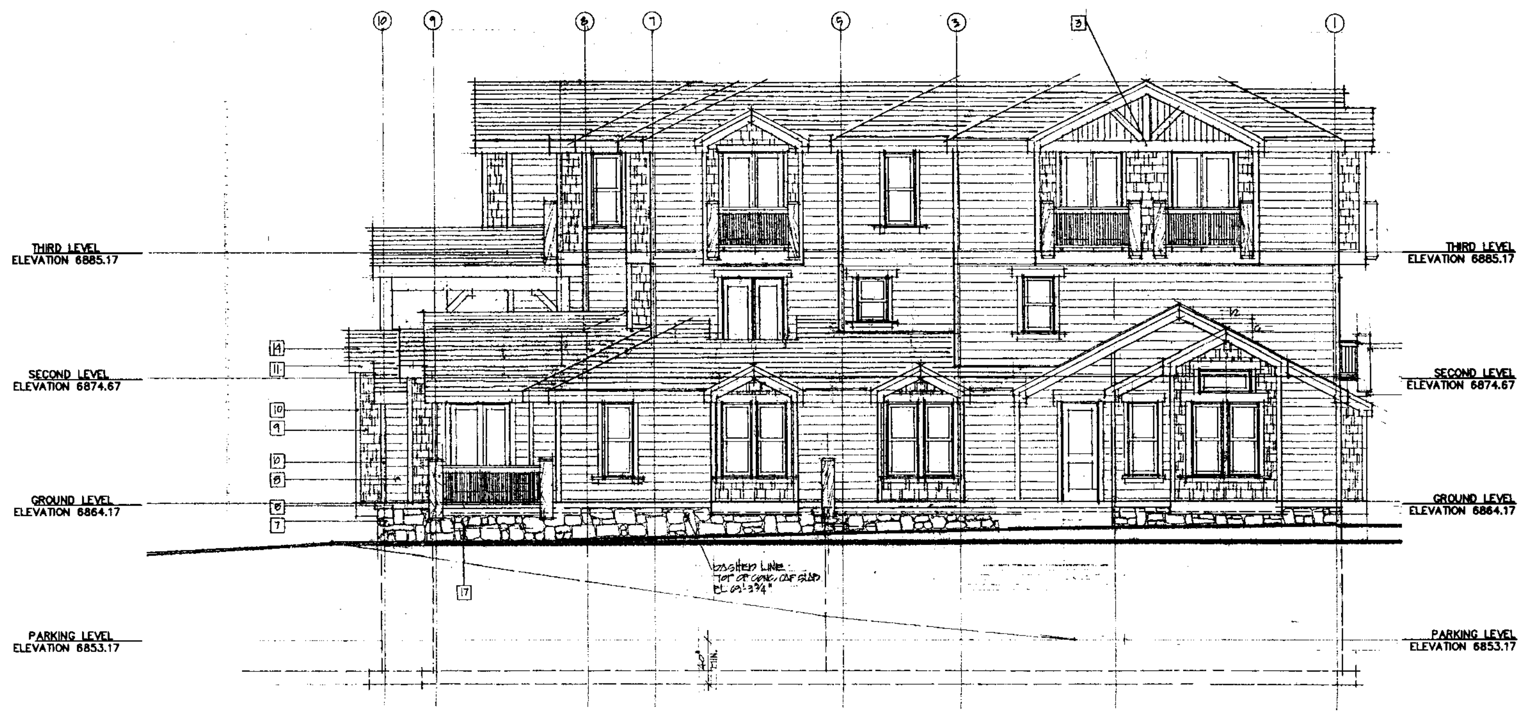
MOOSE RESIDENCES
SOUTH ELEVATION

FOR: BLAKE HENDERSON

RECORDED

NO.
DATE
STATE OF
CITY OF

WOODSIDE AVENUE / WEST ELEVATION



RECORDED
NO.
DATE
STATE OF
RECEIVED
DEC 16 2005
PARK CITY
PLANNING DEPT.

Evergreen Engineering, Inc.

DESIGNED BY: DAVID G. WHITE
DRAWN BY: ADM
CHECKED BY: GRW/ADM

MOOSE RESIDENCES
WOODSIDE AVENUE / WEST ELEVATION

BLAKE HENDERSON

City Council Staff Report

CITY ENGINNEER

Author: Eric DeHaan, City Engineer
Subject: AN ORDINANCE AMENDING TITLE II, Building and Building Regulations Code Section 11-16-6, Basis for Establishing the Areas of Special Flood Hazard, of the Municipal Code of Park City
Date: February 16, 2006
Type of Item: Municipal Code Amendment

Summary Recommendations:
The Council should approve the ordinance amending Title II, Building and Building Regulation Code, Section 11-16-6, Basis for Establishing the Areas of Special Flood Hazard, of the Municipal Code of Park City.

Description:

Topic:
The Federal Emergency Management Agency (FEMA) operates the Federal Flood Insurance Program (FIP). This program underwrites flood insurance programs and requires certain lenders such as Freddie Mac and Fannie Mae to mandate flood insurance on properties within special flood hazard areas. From time to time FEMA changes the Flood Insurance Rate Maps (FIRMs) to modify the special flood hazard areas. Communities which fail to adopt the updated FIRMs are kicked out of the FIP, which may make affordable mortgages harder to obtain.

Background:
For over a year, FEMA and their engineering consultant, Michael Baker Jr., Inc., have been preparing and revising the FIRMs for Summit County and Park City. Building Official Ron Ivie worked with our own civil hydrologic engineering consultant, Gus Sharry with Canyon Engineering, to review the FEMA mapping and to obtain necessary revisions.

Analysis:
At this time the staff feels that the mapping is probably about as good as can be expected. It is always in FEMA's interest to expand the special flood hazard areas in upscale communities in order to maximize cash flow into the FIP, which has been hard hit by Hurricane Katrina and many other major flooding events. In light of FEMA's interest in keeping large special flood hazard areas designated on the FIRMs, the staff feels that it is not in Park City's interest to spend further City money or engineering studies that would probably only fine-tune the FIRMs to a minor extent.

Department Review:
This report and the Municipal Code amendment have been reviewed by the Building Official, the City Engineer, and the Legal Department. There are no remaining unresolved issues.

Alternatives:

Approve the Request:
The Council can approve the attached Ordinance adopting the revised FIRMs as part of our Municipal Code. This is the alternative recommended by staff.

Deny the Request:
The Council can deny the Ordinance. This will result in Park City being suspended from the Federal Flood Insurance Program, which may make affordable mortgages more difficult to obtain and which could adversely affect the state and Federal response to any flooding in Park City.

Continue the Item:
The Council can continue the ordinance to a future meeting if they desire more information. The deadline for adopting the revised FIRMs is March 16, 2006.

Significant Impacts:
The primary impact of staying in the FIP is to facilitate private mortgage financing which involves Fannie Mae or Freddie Mac underwriting. There is very little impact on Park City Municipal Corporation arising from this Municipal Code Amendment. One historic question has been clarified, however. The Imperial Hotel is clearly not in a special flood hazard area on the newly revised maps.

Consequences of not taking the recommended action:
In the event we fail to adopt the new FIRMs by March 16, 2006 we will be kicked out of the Federal FIP.

Recommendation:
The Council should approve the ordinance amending Title II, Building and Building Regulations, Section 11-16-6, Basis for Establishing the Areas of Special Flood Hazard, of the Municipal Code of Park City.

Ordinance No. 06-

AN ORDINANCE AMENDING TITLE 11, BUILDING AND BUILDING REGULATIONS CODE, SECTION 11-16-6, BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD, OF THE MUNICIPAL CODE OF PARK CITY

WHEREAS, the Federal Emergency Management Agency updated its Flood Insurance Study and the Flood Insurance Rate Map; and

WHEREAS, to comply with federal regulations to receive flood insurance coverage those updates must be reflected;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PARK CITY, UTAH THAT:

Section I. Amendment. Title 11, Building and Building Regulations Code, Section 11-16-6, Basis For Establishing the Areas of Special Flood Hazard, of the Municipal Code of Park City is hereby amended as follows:

11- 16- 6. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD.

The areas of special flood hazard identified by the Federal Emergency Management Agency in its Flood Insurance Study, dated ~~July 16, 1987~~ March 16, 2006, with accompanying Flood Insurance Rate Map (FIRM) dated March 16, 2006, is adopted by reference and declared to be a part of this Chapter. The study and FIRM are on file at the Park City Planning Office, 445 Marsac Avenue, Park City, Utah.The City may, from time to time, adopt additional or updated maps prepared by FEMA, which maps would then further define the areas of special flood hazard.

Section II. Effective Date. This Ordinance shall become effective upon publication.

PASSED AND ADOPTED this 16th day of February, 2006.

To: Honorable Mayor/Members of City Council
From: Jan Scott, City Recorder
Date: February 16, 2006

Acceptance of disclosure statements

State law requires elected officials to annually file a disclosure statement with the City Recorder and Park City complies by way of action on the agenda. The affidavits must be kept current, and Council is encouraged to promptly update information when changes occur. Staff recommends acceptance.

STATE OF UTAH)
ss
COUNTY OF SUMMIT)

AFFIDAVIT

Comes now Marianne Cone, and having been first duly sworn, deposes and says as follows:

1. That I am currently an elected officer of Park City Municipal Corporation serving in the capacity of City Council member.

2. That I reside at 86 Prospect Avenue, Park City, Utah

3. That I am an officer, director, agent, employee or my spouse is the owner of substantial interest in the following entities which are subject to regulation by Park City Municipal Corporation (or do, or intend to do business with Park City Municipal Corporation):

Spouse is President of the Park City Board of Education

4. That I have the following investments and personal interest which could have the appearance of a conflict of interest:

Own property at:
86 Prospect Avenue, Park City

5. That I do not represent nor intend to represent or assist any persons or business entities in a transaction which involves Park City Municipal Corporation.

6. That I acknowledge and understand that if I obtain additional employment, investments or personal interest subject to Park City regulation or which increase the potential of conflict with my duties as a City Council member or if the nature or value of the interest disclosed in this Affidavit changes significantly or if the value of the interest in the business entity increases significantly at any time during my appointment and service with the City, I will file an updated disclosure

FURTHER Affiant sayeth naught.

DATED this 16th day of February, 2006.

STATE OF UTAH)
ss
COUNTY OF SUMMIT)

AFFIDAVIT

Comes now Candace Erickson, and having been first duly sworn, deposes and says as follows:

1. That I am currently an elected officer of Park City Municipal Corporation serving in the capacity of City Council member.

2. That I reside at: 2614 Little Kate Road, Park City, Utah

3. That I am an officer, director, agent, employee or my spouse is the owner of substantial interest in the following entities which are subject to regulation by Park City Municipal Corporation (or do, or intend to do business with Park City Municipal Corporation):

Park City Mountain Resort
Cole Sport
Spouse is employed by Stantec Inc.

4. That I have the following investments and personal interest which could have the appearance of a conflict of interest:

Own home at 2614 Little Kate Road.

5. That I do not represent nor intend to represent or assist any persons or business entities in a transaction which involves Park City Municipal Corporation.

6. That I acknowledge and understand that if I obtain additional employment, investments or personal interest subject to Park City regulation or which increase the potential of conflict with my duties as a City Council member or if the nature or value of the interest disclosed in this Affidavit changes significantly or if the value of the interest in the business entity increases significantly at any time during my appointment and service with the City, I will file an updated disclosure

FURTHER Affiant sayeth naught.

DATED this 9th day of February, 2006.

STATE OF UTAH)
ss
COUNTY OF SUMMIT)

AFFIDAVIT

Comes now Roger Harlan, and having been first duly sworn, deposes and says as follows:

1. That I am currently an elected officer of Park City Municipal Corporation serving in the capacity of City Council member.

2. That I reside at 2558 Geronimo Court

3. That I am an officer, director, agent, employee or my spouse is the owner of substantial interest in the following entities which are subject to regulation by Park City Municipal Corporation (or do, or intend to do business with Park City Municipal Corporation):

N/A

4. That I have the following investments and personal interest which could have the appearance of a conflict of interest:

Own home at 2558 Geronimo Court.

5. That I do not represent nor intend to represent or assist any persons or business entities in a transaction which involves Park City Municipal Corporation.

6. That I acknowledge and understand that if I obtain additional employment, investments or personal interest subject to Park City regulation or which increase the potential of conflict with my duties as a City Council member or if the nature or value of the interest disclosed in this Affidavit changes significantly or if the value of the interest in the business entity increases significantly at any time during my appointment and service with the City, I will file an updated disclosure

FURTHER Affiant sayeth naught.

DATED this 16th day of February, 2006.

STATE OF UTAH)
ss
COUNTY OF SUMMIT)

AFFIDAVIT

Comes now Jim Hier, and having been first duly sworn, deposes and says as follows:

1. That I am currently an elected officer of Park City Municipal Corporation serving in the capacity of City Council member.

2. That I reside at 2599 Morning Sky Court, Park City, Utah 84060

3. That I am an officer, director, agent, employee or my spouse is the owner of substantial interest in the following entities which are subject to regulation by Park City Municipal Corporation (or do, or intend to do business with Park City Municipal Corporation):

Real estate agent for Jess Reid Realty, Park City, Utah

4. That I have the following investments and personal interest, which could have the appearance of a conflict of interest:

Own property at:
2599 Morning Sky Court, Park City

5. That I do not represent nor intend to represent or assist any persons or business entities in a transaction, which involves Park City Municipal Corporation.

6. That I acknowledge and understand that if I obtain additional employment, investments or personal interest subject to Park City regulation or which increase the potential of conflict with my duties as a City Council member or if the nature or value of the interest disclosed in this Affidavit changes significantly or if the value of the interest in the business entity increases significantly at any time during my appointment and service with the City, I will file an updated disclosure

FURTHER Affiant sayeth naught.

DATED this 16th day of February, 2006.

STATE OF UTAH)
ss
COUNTY OF SUMMIT)

AFFIDAVIT

Comes now Joe Kernan, and having been first duly sworn, deposes and says as follows:

1. That I am currently an elected officer of Park City Municipal Corporation serving in the capacity of City Council member.

2. That I reside at 1970 Stryker Avenue, Park City, Utah 84060

3. That I am an officer, director, agent, employee or my spouse is the owner of substantial interest in the following entities which are subject to regulation by Park City Municipal Corporation (or do, or intend to do business with Park City Municipal Corporation):

Owner of Good Earth Recycling, a Park City company having contracts with numerous local businesses, individuals, organizations, and governmental entities including a contract with Park City Municipal Corporation for recycling pick-up services valued at approximately $200 per month

4. That I have the following investments and personal interest, which could have the appearance of a conflict of interest:

Own property at 1970 Stryker Avenue, Park City, Utah 84060

50% owner of County Curbside Inc., a recycling company which contracts with Summit County to pick up recycling in several Park City neighborhoods and all of South Summit County, valued at approximately $11,000 per month

Minority interest of 2,500 shares in American Skiing Company, the owner of the Canyons Ski Resort.

5. That I do not represent nor intend to represent or assist any persons or business entities in a transaction, which involves Park City Municipal Corporation.

6. That I acknowledge and understand that if I obtain additional employment, investments or personal interest subject to Park City regulation or which increase the potential of conflict with my duties as a City Council member or if the nature or value of the interest disclosed in this Affidavit changes significantly or if the value of the interest in the business entity increases significantly at any time during my appointment and service with the City, I will file an updated disclosure.

FURTHER Affiant sayeth naught.

DATED this 16th day of February, 2006.

STATE OF UTAH)
ss
COUNTY OF SUMMIT)

AFFIDAVIT

Comes now Dana Williams, and having been first duly sworn, deposes and says as follows:

1. That I am currently an elected officer of Park City Municipal Corporation serving in the capacity of Mayor.

2. That I reside at:

2384 Doc Holiday Drive, Park City, Utah

3. That I am an officer, director, agent, employee or my spouse is the owner of substantial interest in the following entities which are subject to regulation by Park City Municipal Corporation (or do, or intend to do business with Park City Municipal Corporation):

Associate broker with Coldwell Banker Residential Realty

4. That I have the following investments and personal interest which could have the appearance of a conflict of interest:

Own property at 2384 Doc Holiday Drive, Park City, Utah

5. That I do not represent nor intend to represent or assist any persons or business entities in a transaction which involves Park City Municipal Corporation.

6. That I acknowledge and understand that if I obtain additional employment, investments or personal interest subject to Park City regulation or which increase the potential of conflict with my duties as a City Council member or if the nature or value of the interest disclosed in this Affidavit changes significantly or if the value of the interest in the business entity increases significantly at any time during my appointment and service with the City, I will file an updated disclosure

FURTHER Affiant sayeth naught.

DATED this 8th day of February, 2006

City Council Staff Report

PUBLIC WORKS

Author: Kathy Dunks
Subject: PARK MEADOWS WELL TREATMENT FACILITY CONSTRUCTION CONTRACT
Date: February 16, 2006
Type of Item: Administrative

Summary Recommendations:
Staff recommends Council authorize the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with SCI, Inc. for the construction of the Park Meadows Well Treatment Facility for a lump sum amount of $392,123.

Description:

Topic:
Park Meadows Well Treatment Facility Construction.

Background:
After receiving the letter from the Utah State Division of Drinking Water (DDW) dated September 8, 2005, that documented that UV disinfection could be allowed through filtration avoidance regulations, Staff proceeded with a UV disinfection project and the following has occurred:

- October 6, 2005, City Council approved Staff's recommendation to authorize the City Manager to execute an agreement with Carollo Engineers to design the Park Meadows Well Treatment Facility. Carollo began the design.
- January 12, 2006, City Council approved Staff's recommendation to authorize the City Manager to execute a Procurement Agreement with Trojan Technologies for the procurement of the Park Meadows Well UV Disinfection System for a lump sum amount of $93,800.

When the design was being finalized, Carollo pre-qualified Contractors. The prequalification was advertised in the Park Record and Salt Lake Tribune. Only two responses were received after the first round of advertising in the Park Record, so a second round of advertising was completed in the Park Record and the Salt Lake Tribune. Three additional responses were received. The Contractors who responded included: Counterpointe, Peck-Ormsby, SCI, J&R Development, and Hills Construction. J&R Development was not pre-qualified due to past issues with scheduling problems revealed through their references. The other four were pre-qualified.

Bid packages were obtained by the four pre-qualified Contractors, a pre-bid meeting was held on January 25, 2006, and bids were received and opened on February 6, 2006.

Analysis:
Bids were received from all four Contractors. The following summarizes the bids:

Contractor	Base Bid	Bid Alternate	Total with Alternate
Engineer's Estimate	$476,200	$16,000	$492,200
SCI, Inc.	$362,223	$29,900	$392,123
Hills Construction	$399,780	$29,200	$428,980
Peck Ormsby	$407,800	$28,000	$435,800
Counterpointe	$431,500	$28,800	$460,300

SCI, Inc. is the lowest qualified bidder. Staff therefore recommends SCI, Inc. as the successful bidder.

The bid alternate is for removing all of the electrical equipment that has been piece-mealed into the Park Meadows Well building with a new Motor Control Center (MCC) and installing the electrical equipment within the MCC. The MCC results in a cleaner, safer electrical setup within the well building. It was offered as an alternate to see if the budget allowed for the work once base bid prices were obtained.

The budget for the construction was set at $572,000, which includes contingency. Staff is therefore recommending that the Bid Alternate be included in the contract and the total of $392,123 is what is recommended for authorization.

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

Alternatives:

A. Approve the Request:
Staff recommends Council authorize the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with SCI, Inc. for the construction of the Park Meadows Well Treatment Facility for a lump sum amount of $392,123.

B. Deny the Request:
Council could deny Staff's request. Denying the request would delay the much-needed Park Meadows Well treatment completion.

C. Continue the Item:
Council could continue the request. Continuing the request would delay the much-needed Park Meadows Well treatment completion.

D. Do Nothing:

Staff does not recommend this alternative. Doing nothing would also delay the much-needed Park Meadows Well treatment completion.

Significant Impacts:

The Park Meadows Well Treatment Facility project is funded in the approved FY05/06 budget.

Recommendation:

Staff recommends Council authorize the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with SCI, Inc. for the construction of the Park Meadows Well Treatment Facility for a lump sum amount of $392,123.

DOCUMENT 00520

AGREEMENT FORM

THIS AGREEMENT is by and between Park City Municipal Corporation (hereinafter called OWNER) and ____________________________ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - THE PROJECT

1.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Installation of a UV disinfection system including necessary piping, electrical and instrumentation modifications; the construction of the Divide Well Building including modifications to existing piping and the provision and installation of sodium hypochlorite storage and feed equipment.

ARTICLE 2 - WORK

2.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents for completion of the project.

ARTICLE 3 - ENGINEER

3.01 The ENGINEER, Carollo Engineers, P.C., is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents, unless otherwise modified in the Supplementary Conditions.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence:

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment Assigned to Sections of Work:

A. The Work will be substantially completed by the following dates, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions by the following dates.

	Substantial Completion Date	**Completion Date**
Milestone No. 1	April 30, 2006	May 30, 2006
Project Completion	July 1, 2006	July 30, 2006

4.03 Liquidated Damages:

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement, that Work under other contracts is dependent on the timely and satisfactory completion of the Work, and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize that it will be impracticable to determine actual damages which OWNER will sustain in the event of or by reason of the delay. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the following amounts for each day that expires after the specified time in paragraph 4.02 for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the contract time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER the following amounts for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by OWNER, and CONTRACTOR agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, CONTRACTOR agrees that OWNER may deduct the amount thereof from any money due or that may become due to CONTRACTOR by progress payments or otherwise under the Agreement, or if said amount is not sufficient, recover the total amount.

Item	**Liquidated Damages, per day**
Milestone No. 1	
Substantial Completion of the Work	$1,000
Completion of all Work	$1,000
Project Completion	
Substantial Completion of the Work	$500
Completion of all Work	$500

B. In case of delays in the completion of more than one section of the Contract, liquidated damages shall be assessed separately against Milestone Nos. 1 and 2 during the period of delay in the respective section.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 5.01.A below:

A. For all Work a Lump Sum of:

______________________________________ $ ____________

(use words) (figure)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments:

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage:

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or before the last day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

95% of Work completed (with the balance being retainage). If the Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

90% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 125% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment:

A. Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER in accordance with paragraph 14.07 of the General Conditions.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest in accordance with Utah State Law.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents:

A. The Contract Documents consist of the following:

1. This Agreement, Document 00520;

2. Performance Bond, Document 00612;

3. Payment Bond, Document 00614;

4. Guaranty Bond, Document 00618;

5. General Conditions, Document 00700;

6. Supplementary Conditions, Document 00800;

7. Specifications;

8. Drawings;

9. Addenda (numbers _____to _____, inclusive);

10. Exhibits to this Agreement (enumerated as follows):

    CONTRACTOR's Bid Form, Document 00410;

    Construction Contractor's Qualification Statement, Document 00451;

    Assignment of Procurement Contract for UV Disinfection, Document 00608; and

    Surety's Agreement to Assignment, Document 00610.

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Notice to Proceed, Document 00550

    b. Written Amendments;

    c. Work Change Directives;

d. Field Order(s).

B. There are no Contract Documents other than those listed above in this Article 9.

C. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions. Processes listed in the General Conditions for change orders will be strictly adhered to.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms:

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract:

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

10.03 Successors and Assigns:

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability:

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Procurement Contract(s):

A. The procurement contract for UV Disinfection Equipment assigned to CONTRACTOR by OWNER, and CONTRACTOR accepts such assignment. CONTRACTOR assumes responsibility for the performance of the Procurement Contractor as a Subcontractor, and for the work included in the procurement contract as well as the terms and conditions of Contract Price and payment procedures. Notwithstanding this assignment and transfer, the guarantees and warranties specified in the procurement contract are intended for the benefit of