

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
NOVEMBER 29, 2007**

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 approximate times as described below on Thursday, November 29, 2007.

Work Session

1:00 p.m. Planning Commission interview

Closed Session

1:15 p.m. Property, personnel, and litigation

Work Session

4:00 p.m. Council questions/comments

4:15 p.m. Sundance Film Festival supplemental plan update

4:45 p.m. Historic Preservation Board interviews

5:30 p.m. Break

Regular meeting

6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV WORK SESSION NOTES AND MINUTES OF MEETING OF NOVEMBER 15, 2007

V NEW BUSINESS *(new items with presentations and/or anticipated detailed discussions)*

1. Consideration of an Ordinance approving a plat amendment at 416 Park Avenue, Park City, Utah

(a) Public hearing

(b) Motion to continue to December 6, 2007

2. Consideration of an Ordinance approving amendments to the Land Management Code of Park City, Utah to reflect revisions to prevent repetition between the processes of the Building Department and Planning Department, to create a more cohesive and comprehensive code, to update referenced codes and organizations and to reflect the new SB183 of the Utah Code, and to address substantive amendments for Chapter 2.21 Sensitive Lands Ordinance Zoning District

- (a) Public hearing
- (b) Motion to continue to December 6, 2007

3. Consideration of an Ordinance approving the Jupiter View Estates Subdivision, located at 1376 Mellow Mountain Drive, Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Park City, Utah

- (a) Public hearing
- (b) Action

4. Consideration of an Ordinance approving the Christopher Homes at Empire Pass Condominiums, amended record of survey plat located at Lot 1 of the Silver Strike Subdivision, Park City, Utah

- (a) Public hearing
- (b) Action

5. Consideration to authorize the Mayor to execute a contract with Johnson Controls, in a form approved by the City Attorney, to perform an energy audit of City facilities in an amount not to exceed \$49,783

6. Consideration to authorize the City Manager to execute the Phase I – Design Contract for the Snow Creek Workforce Housing Development, in a form approved by the City Attorney, to Elliott Work Group, in the amount of \$40,000

7. Consideration of an Ordinance approving the Subdivision No. 1 Millsite Reservation Plat Amendment located at 200 Ridge Avenue, Park City, Utah

- (a) Public hearing
- (b) Action

VI ADDITIONAL DISCUSSION – AGENDA ITEMS

VII ADJOURNMENT

Posted: 11/26/07

See: parkcity.org

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

December 2007

- 6 **Joe gone**
 Appoint of one Planning Commission member for a term expiring January ____.
 Amendment to Services Contract - supplemental plans – Sundance 2008
 work/action
 Property acquisition – MR
 68 Prospect Avenue – request for extension of subdivision approval – KC
- 13 WALC interviews
 Swearing in - Sgt Jim Snyder, Sgt Barry Robinson
 2008 Insurance Placement - CL
 Letter of Intent for expanded Transit Facility at Iron Horse Drive - KC
 Approval of the Audit - LC
 7447 Royal Street #351 amendment to record of survey – RM
 154 McHenry Avenue plat amendment – RM
 Consideration of Telecommunications Franchise Agreement with All West/Utah,
 Inc. and Franchise Agreement Renewal with Comcast of Utah II, Inc. - ED
- 20 WALC interviews
- 27 **No meeting**

January 2008

- 3 **No meeting**
- 10 Swearing-in – Honorable Judge Robert Hilder
 Resolution setting regular meeting dates
 Appointment of Mayor Pro Tem
 Appointment of two City Council members to the Park City Walking and Biking
 Advisory Liaison Committee
 Appointment of three at large members to the Park City Walking and Biking
 Advisory Liaison Committee
- 14-15 *Visioning Session*
- 17 **No meeting – Sundance premiere**
- 24
- 31 **Joe gone**
 Tour of Silver Star Affordable Housing units

Pending Items:

Resolution - Trails Master Plan
Business market analyses – Phases 1 and 2
Hidden Splendor Court Plat Amendment (continued to date uncertain) KW
JSSD Engineering Agreement (removed from 11/15)
Resolution amending Section ____; Business License Fees, and replacing and repealing
Resolution 13-07 in its entirety

City Council Staff Report



Author: Max J. Paap
Subject: Sundance Film Festival
MOU and 2008 Supplemental Plans Update
Date: November 29, 2007
Type of Item: Informational- Master Festival License
Work Session Review

**Special Events and
Facilities Department**

Summary Recommendations:

Review the 2008 Supplemental Plans to the Master Festival License and City Services Agreement application for the 2008 Sundance Film Festival with the Sundance Institute. Provide input on any outstanding concerns. Staff will return for consideration of approval of these Supplemental Plans on December 6, 2007.

Description:

Topic:

Review the Master Festival License and City Service Agreement with the Sundance Institute and Supplemental Changes for 2008 Sundance Film Festival.

Background:

In October of 2005 Park City Municipal Corporation and the Sundance Institute entered into along term agreement for eleven (11) years, 2007 through 2018 with an option to renew for an additional ten (10) years. The Sundance Institute has agreed to tri-annually review the dates of the festival to reduce possible conflicts for sections of the business community where they can, while maintaining the success of the festival.

The following section refers to Principals and Responsibilities of that agreement:

1.2 Supplemental Plans. This Agreement outlines the terms for the respective duties and obligations of Park City and Sundance with respect to the Use Areas and the other items covered by this Agreement. The Parties agree that implementation of the specific terms outlined in this Agreement will require the development of supplemental implementation and operational plans (the "Supplemental Plans") with respect to those functions of the Use Areas, that may change with each annual Festival. The Supplemental Plans and any modifications are incorporated herein and a material part of this Agreement. Some of the Supplemental Plans for the 2008 Festival are attached hereto as Exhibits. Others will be prepared in anticipation of the 2008 Festival. Supplemental Plans for future Festivals will follow Supplemental Plans for the 2008 Festival unless changes that are mutually acceptable to the Parties will

promote the efficient and successful operation of the Festival. Failure of the Parties to agree on changes to current Supplemental Plans will result in use of the immediately prior year's Supplemental Plans.

Analysis:

This update of the 2008 Supplemental plans for the Sundance Film Festival outlines the use of the Main Street parking, the China Bridge Parking Structure, and the management of the Racquet Club Venue.

Drop and Load Zones on Main Street

A Drop and Load zone will be created along the entire west side on Main Street between Heber Avenue and the Swede Alley intersection to the south of the Brew Pub Parking Lot. This is proposed to begin a day earlier than 2007 on Wednesday, January 16, 2008, one day before the festival actually begins to help facilitate an easier and more efficient move-in on Main Street. They would again be manned from 12:00 pm until 8:00 pm on a daily basis. This would add two additional hours per day to the staffing needs. These zones will provide for deliveries and other service activity and keep traffic flowing freely. After 8:00 pm they would function as taxi drop and loads to again improve traffic flow.

China Bridge Parking Structure

The China Bridge Parking Structure would again provide the ability for the public to purchase guaranteed permit parking. In general, no great changes from the 2007 plan have been indicated. In 2008, 300 spaces were provided at the \$300 rate and would become guaranteed managed parking spaces. Approximately 300 spaces would be available to purchase at a cash daily rate of \$20. The operating plan for the sale and management of these 300 spaces would be consistent with the plan that was implemented during the 2007 Arts Fest in which PCMC or Ampco employees would be used to collect the cash payments. For those who have purchased the year-long CB (China Bridge) parking pass, there will be the ability to have day-long parking in China Bridge for a \$20 a-day fee. At this time Staff is still finalizing the 2008 plan. Staff will monitor sales of permits and use of the structure and possibly allow additional parking if impacts are mitigated.

Racquet Club Venue/Use Area Operation

Consistent with all Sundance venues, after each festival Sundance and Park City Municipal conduct a wrap-up meeting to discuss any issues that arise at any venue. In the east parking lot of the Racquet Club there were issues with both lighting and noise. PCMC received calls and e-mails from at least one concerned neighbor along the east side of that lot with a number of complaints, including noise and lights. See attached letter. Staff also met with the Racquet Club Owners' Association property manager and provided plan alternatives to their Board. Sundance and staff will work with the group to re-address parking

and access issues on their private drive. The manager did not raise any additional issues and the HOA Board declined to officially take a position on the venue either way, including the last screening start time. In response to these issues, Sundance and staff met several times to review alternatives, including relocating the entrance and tents and the parking/driveway layout. As a result, Sundance proposes to substantially modify their tent and parking lot operational plans to help mitigate these issues. The 2008 Plan that was submitted states that:

- No generator driven lights would be allowed in that lot
- The shuttle stop would be moved further west down Little Kate (More towards the main entrance)
- The overflow Waitlist tents that were right on the property line on the eastern boundary of the parking lot will be moved to the other side of the lot, adjacent to the Racquet Club building.
- The portable toilets that serviced the lot would be moved more to the west end of the lot.
- Set-up and work times will be limited to 7:00 am – 9:30 pm.
- All trucks out of parking lot by 10:00 pm.
 - o All temporary lighting will be directed down and away from the neighborhood.
- Tent set-up will require no drilling into the parking lot; but rather water weight or cement would be used for ballast.
- No megaphones will be used to direct filmgoers; patrons will be directed and managed by Sundance Staff and volunteers.
- The last screening time is currently planned for 8:30 pm. Sundance will increase their efforts to have attendees of the last screening exit quickly and quietly.
- Increased manager level oversight of the facility by Sundance staff.

Department Review:

The Transit, Parking, Streets, Special Events, Police, and Building, and Legal Departments have reviewed this plan. Their comments were included when developing the overall plan.

Recommendations

Review the 2008 Supplemental Plans to the Master Festival License and City Services Agreement application for the 2008 Sundance Film Festival with the Sundance Institute. Provide input on any outstanding concerns. Staff will return for consideration of approval of these Supplemental Plans on December 6, 2007.

It is Staff's recommendation that these mitigation efforts be tried for 2008. If these new actions are not successful, Council could consider restricting the last screening to an earlier time in 2009. Sundance will be present on 11/29 to discuss the mitigation efforts described above and the impacts of changing screening times.

Attachments- Exhibit A- Public Input

Exhibit A-

Jeff Lonn

PO Box 683838 Park City, Utah 84068, (435) 649-8520

November 23, 2007

Max Paap
Special Events and Facilities Coordinator
445 Marsac Avenue
Park City, Utah 84060

Dear Mr. Paap,

For over six years, we have voiced our concerns and frustrations with the indifference and inconsideration shown by the Sundance Film Festival towards the local residents of the Racquet Club area. The disturbance caused by the use of the Racquet Club for the second largest movie venue of the festival and its closing party magnifies each year as the festival grows and the attitude that Sundance is above the law and basic human consideration proliferates.

What the city council must understand is that the world does not stop when Sundance comes to town. Many Park City residents must still get up in the morning and report to work each day. They cannot escape town during the mayhem nor can they suspend work and join the party.

One example of many that Sundance considers itself above the law and basic human consideration for the residents of Park City is the incident last year at the Racquet Club with generator powered flood lights. During two nights of the venue these lights were set up without permission or permits. They blasted light and noise into the homes of nearby residents, one night until midnight because the venue coordinators had gone home neglecting to shut them down. They were turned off only after the police were called.

We complained to the city council and Max Paap concerning this matter. In an e-mail from Mr. Paap, we were told that "Sundance has agreed to cease operation of those lights for the rest of the festival." The lights were turned on again during the closing party. When the police were called at 11pm, we were told that Sundance had a permit to run the lights. They never had such permit. Nor did they have permits to use bull horns to direct festival goers to the buses, which they used every night.

Our belief is that Sundance has NEVER shown even basic consideration for those who reside around the perimeter of the Racquet Club parking lot. We would be happy to make a complete list of infractions committed by Sundance over the past

years for any new council members. For now, we will address the present plans for the Racquet Club.

Our honest opinion, after living with this in our backyard for many years, is that the Racquet Club is an inappropriate location for a 600 seat theatre and a closing party open to all festival participants. The Racquet Club is in a residential area and is an athletic facility, not a theatre or a convention center.

We met on November 19th with Max Paap, Denise Carey and two other event coordinators and discussed different options for the venue. They told us that Sundance would like to keep things as they have been. This is yet another example of Sundance's attitude that the residents of Park City are inconsequential.

The following items were discussed as options during this meeting. We feel that they would help mitigate the situation until the venue can be moved permanently.

1. All movies must begin no later than 7:30pm to assure the area clear of people, volunteers and buses by the 10 o'clock noise ordinance in residential zones. (In the past movies have let out at 10:30 and even 11pm.)
2. The bus stop, ticket lines, and pedestrian access must be moved west near the Racquet Club building as discussed during the meeting.
3. There should be no generators, flood lights, or bull horns used during the event as was promised during the meeting.
4. Outside set up, clean up and delivery must not be allowed before 7am or after 9 pm as proposed by Denise Carey in order to assure compliance with the noise ordinance. (Last year set up and clean up consistently started at 6:30 am and proceeded until 10:30pm.)
5. The closing party of the last three year's magnitude should NEVER be held at the Racquet Club. It is an enormous party with loud music, numerous buses and huge numbers of people, advertised to last until 1am. This is highly inappropriate for a residential neighborhood.
6. Sundance should be required to guard the entrances to Racquet Club Drive to prevent illegal parking, waiting, and constant turn around traffic on these private roads.
7. Police must be informed that Sundance is to be held to all normal neighborhood regulations. Police must see alleged permits rather than assume their existence.
8. Sundance must have a representative who is available 24 hours a day to mitigate violations immediately. In the past, there has been no place to lodge complaints with the organization at any time. I tried and was forwarded to the ticket office who told me that if I e-mailed a complaint, they would

forward it to the concerned parties. The ticket office refused to give me e-mails, phone numbers or the names of these “concerned parties.”

9. Sundance should be subject to strict fines and penalties for violations. According to Candy Erickson, the council gave permission for the Racquet Club venue with hesitation under the condition that Sundance would not create undue disturbance in the neighborhood. That contract can and should be revoked if Sundance refuses to mitigate these problems.

Thank you for your time and consideration. Please do not hesitate to call us at (435) 649-8520 should you have any questions about our concerns or the past history of the Racquet Club venue.

Sincerely,

Michele Dieterich & Jeff Lonn



BOARD INTERVIEWS NOVEMBER 29, 2007

PLANNING COMMISSION

1:00 – 1:15 P.M. PETER KNAUER

HISTORIC PRESERVATION BOARD

4:45 – 5:00 P.M.	RUTH MEINTSMA
5:00 – 5:15 P.M.	SARA WERBALOW
5:15 – 5:30 P.M.	LAURA BAYER

**PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
NOVEMBER 15, 2007**

Present: Mayor Dana Williams; Council members Candace Erickson; Roger Harlan; Jim Hier and Joe Kernan.

**Gary Hill, Acting City Manager; Mark Harrington, City Attorney;
Alison Butz, Environmental Project Manager**

Mat Bruce, Jared Schoch and Wendy Grosvenor, Johnson Controls

1. Board interviews. The Mayor and City Council interviewed the following candidates: Irene Cho (PC Applicant), Todd Ford (PC Applicant), Paul De Groot (HPB Applicant), Glenn McConkey (PC Applicant), Rob Morris (PC Applicant), Rory Murphy (PC Applicant), and Richard Peek (PC Applicant).

2. Field trip to Peace House. The City Council conducted a tour of the peace house hosted by Executive Director Jane Patton.

3. Council questions/comments. Joe Kernan raised budget issues, summarized in writing, and asked members how these should be initially addressed, e.g. CTAC. Jim Hier believed his concerns could be best covered at the Visioning Session in January and the Mayor agreed that Council members should take a look at this first since they are somewhat policy-driven. Roger Harlan agreed and felt that adequate time should be allocated during the Visioning Session. Candace Erickson spoke about recycling business and awards honoring people and organizations for their outstanding recycling efforts. Marianne Cone spoke about ACT and its effective outreach program. Jim Hier stated that the COSAC met during the week and Roger Harlan shared information from the library expansion group, the Snyderville Basin Planning Commission, MCHT and the School District. Mayor Williams reported that the Blue Ribbon Committee on Climate Change presented its findings to the Governor last Friday

4. Environmental action plan update. Alison Butz explained that in June, members added action items to the strategic plan. She reviewed initial considerations in addressing a policy for green purchasing by City departments. Paper was a logical beginning as it is the number one consumer of energy and water in the United States. In analyzing the most commonly ordered office supplies, staff determined that purchasing the comparable green item averages 62% higher, which is significant. The internal group felt that green items should be selected if they fall under a 10% preferential price; it is recommended that 35% recycled paper be purchased in the future. Recycled toner cartridges are being tested and reducing paper consumption is an important exercise. She spoke about meeting with the Sundance Institute who is focusing on this goal by using scanners and faxing from computers. Setting narrower defaults for margins makes a difference for instance, in paper volume. In January, an alternative transportation and carpooling program will be promoted for City employees.

Ms. Butz spoke about engaging in an energy challenge with Moab to reduce home energy use and City departments inventorying their CO² emissions. She reviewed elements added by members and asked if there are other issues staff should be considering.

Discussion ensued about basing the Moab challenge on national average energy consumption standards. Members decided that they don't require printed copies of the Planning Commission and Historic Preservation Board meeting packets, except for Candace Erickson who requested to continue to receive the Planning Commission meeting packets. Enhanced recycling efforts in City facilities and for the public were discussed. Joe Kernan felt that information on the carbon reduction per dollar on programs would be helpful when Council is asked to decide on pursuing a green initiative. Ms. Butz stated that staff has the capability to provide those numbers and providing data in a number of ways relating to energy reduction, returns, etc. was discussed. Roger Harlan suggested a City-wide contest or a challenge with another organization to track miles riding a bike or taking the bus. Alison Butz referred to the alternative transportation committee and the success of the walk or bike to work days and agreed that challenges are fun.

5. Energy audit of City facilities. Ms. Butz explained that Park City issued a request for proposals in August for performance contracting for energy audits and recommendations for energy saving measures in City facilities. An outline to analyze 24 facilities and to formulate an implementation plan was part of the RFP and Johnson Controls was selected from the three companies who responded. The City Council budgeted energy audits at \$45,000 and Johnson Controls bid \$41,000; staff is now working on the scope of work. She noted that Johnson preliminarily identified \$4 million in potential improvements. Annual savings are estimated at \$100,000 on energy bills, \$26,000 on maintenance and operations, and an \$8,000 one-time rebate. She added that \$3,000 of the \$41,000 will be allocated toward a feasibility study for alternative energy on City facilities. Standards will be established for lighting fixtures, for example, so that purchases can be made in bulk. Currently 200 different lighting fixtures are used in our facilities.

Ms. Butz asked for direction on how Council would like this information presented in March. Recommended criteria includes return on investment over 15 years and the second is the energy and carbon impact and what this measure may save in reducing CO² emissions. Johnson Controls has identified 15 20% reduction in the City's CO² emissions. The third is coordinating with existing capital needs like equipment replacement and the fourth is leadership (e.g., is the project visible, is Park City the first to do it?). She explained that staff would like the four criteria written into the scope of work and it is proposed that each criterion be ranked equally or 25% of the whole. This review could be accomplished in tandem with the CIP Budget review or another option is performance contracting. This means installing and implementing plans immediately and paying back a loan with the energy savings. In this scenario, Johnson needs to guarantee the energy savings number but Council does not need to decide this tonight.

Jim Hier expressed concern about assigning each criterion equally. He personally did not feel that the leadership or the public relations element is as important as return or other sustainability components. Mayor Williams agreed. Joe Kernan also expressed concerns with weighing each equally and prefers to quantify information in dollars and carbon reductions.

Alison Butz understood that the March report should show numbers but also the rankings. Jared Schoch indicated that they will return with a list of projects which will be grouped by type (lighting, etc.) and ranked with the criteria. The return on investment will be defined on every project and a weighting system will help Johnson Controls to prioritize projects, recognizing that Council may change priorities. Discussion ensued regarding weighing criteria and Roger Harlan felt that demonstrated savings is most important, in other words, focus on promoting the results not necessarily the initiative. Jim Hier believed that the information can be presented in a variety of ways with very little trouble. Candace Erickson stated that she has confidence in Johnson Controls' approach but pointed out that Council will likely have a different perspective. Mr. Schoch explained that Johnson Controls will provide a number of iterations and will work with Council and staff on an action plan. Jim Hier cautioned not to spend a lot of time on the leadership element and Alison Butz believed that leadership will be treated more like a note than a measured criterion. The award of contract is scheduled on November 29.

Prepared by Janet M. Scott, City Recorder

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
NOVEMBER 15, 2007**

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, November 15, 2007. Members in attendance were Dana Williams, Marianne Cone, Candace Erickson, Roger Harlan, Jim Hier, and Joe Kernan. Staff present was Gary Hill, Acting City Manager; Mark Harrington, City Attorney; Ray Milliner, Planner; Eric DeHaan, City Engineer; Janet Scott, City Recorder; Phyllis Robinson, Public Affairs Director; and Alison Butz, Environmental Project Manager.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

1. Affordable housing open house – Phyllis Robinson advised the City Council and public of a community meeting on affordable housing to be held December 3, 1997 from 6 p.m. to 8 p.m. at the Utah Olympic Park.
2. Council disclosure – Joe Kernan disclosed that Talisker Corp is one of his recycling clients.
3. Execution of McPolin Conservation Easement – Mayor Williams and Richard Sheinberg of the Summit Land Conservancy publicly signed the conservation easement forever protecting the open space at the McPolin Farm properties located on the SR224 entry corridor.

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

1. Eccles Center – Executive Director Teri Orr spoke about the Eccles Center's upcoming 10th Year Anniversary and introduced members of NWC who will be performing Saturday night at 7:30 p.m. The group performed a skit on racial parodies.
2. Election Code – Kathy Dopp, Election Reformist, distributed information to Council members about potential amendments to the Election Code. She indicated that she will follow-up with members at the next meeting.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF OCTOBER 25, 2007 AND NOVEMBER 1, 2007

Marianne Cone disclosed that she will not be voting on the November 1, 2007 minutes since she was not in attendance. Joe Kernan, "I move to approve the minutes of October 25, 2007 and November 1, 2007". Candace Erickson seconded. Motion carried.

	<u>10/25</u>	<u>11/01</u>
Marianne Cone	Aye	Abstention
Candace Erickson	Aye	Aye
Roger Harlan	Aye	Aye
Jim Hier	Aye	Aye
Joe Kernan	Aye	Aye

V NEW BUSINESS (*new items with presentations and/or anticipated detailed discussions*)

1. Consideration of a Resolution of the Board of Canvassers certifying the Official Canvassers' Report of the November 6, 2007 General Election for Park City, Utah – It was pointed out that Marianne Cone, Jim Hier and Roger Harlan comprise the Board of Canvassers for the General Election. Marianne Cone, "I move approval of the Resolution certifying the Official Canvassers' Report for the General Election held on November 6, 2007". Roger Harlan seconded. Motion unanimously carried by the Board".

2. Consideration of a Resolution finding and promulgating the results of a special bond election held in the City on the question of the issuance by the City of \$15,000,000 of general obligation bonds to acquire, construct, improve and modify pathways, roads and related improvements for use by pedestrians and cyclists; and providing for related matters – The City Recorder relayed that the Board of Canvassers for the general bond election includes all members of the City Council and noted that no additional provisional ballots were received by either Wasatch or Summit County. The Mayor requested a motion to proceed with the canvass. Jim Hier, "I so move". Roger Harlan seconded. Motion unanimously carried. Jim Hier interjected that although the election materials are not present to inspect, Election Officer Cindy LoPiccolo represented the City's interests at Summit County. The Mayor requested a motion to approve the resolution. Marianne Cone, "I so move". Jim Hier seconded. Motion unanimously carried.

3. Consideration of a Resolution of the City Council authorizing and approving the execution and delivery of a master lease agreement by and between the City and the Municipal Building Authority of Park City, Utah (the "Authority") a ground lease agreement, a sublease agreement and a bond purchase agreement authorizing the issuance and sale by the authority of its lease revenue bonds, series 2007, in the aggregate principal amount of not to exceed \$3,600,000; and related matters – See staff report. Joe Kernan, "I move approval of the resolution for the issuance and sale of lease revenue bonds, series 2007, in an amount not to exceed \$3,600,000". Candace Erickson seconded. Motion unanimously carried.

4. Consideration of an Ordinance approving the Boothill Parcel Plat, located near the corner of Monitor Drive and Kearns Boulevard, Park City, Utah – See staff report. Planner Ray Milliner explained that the application is to subdivide a 35,252 square foot metes and bounds parcel into one lot of record. The property is located in the GC zone

and if approved, the applicant intends to develop the property for office use. The Mayor opened the public hearing and Ed Brophy, resident, expressed that an office building will add to the existing traffic problems. The flow of traffic was discussed and Mr. Milliner pointed out that Kearns Boulevard will be used for access to the project, not Monitor Drive so the residential area should not be impacted. Marianne Cone, "I move approval of the Ordinance approve the Boothill Parcel Plat, Park City, Utah". Joe Kernan seconded. Motion unanimously carried

5. Consideration of an Ordinance accepting the public improvements at and relating to Banner Wood Subdivision and Silver Strike Subdivision – See staff report. City Engineer Eric DeHaan described the process and the recommendation to accept the public improvements at these subdivisions. The Mayor opened the public hearing; there was no public comment. Jim Hier, "I move to adopt the Ordinance accepting public improvements at Banner Wood and Silver Strike Subdivision". Roger Harlan seconded. Motion unanimously carried.

6. Consideration of a Construction Agreement and Agreement to Purchase Unit B of the Shell Space Condominiums – See staff report. Alison Butz explained that the action tonight is executing a construction agreement and subsequently an agreement for KPCW to purchase Unit B of the Shell Building for \$924,676. The Mayor opened the public hearing and in response to a question from resident Ed Brophy, the location of the shell space being constructed in Swede Alley was described. With no further comments, the public hearing was closed. Roger Harlan, "I move approval of a construction agreement and an agreement to purchase Unit B of the Shell Space Condominiums". Marianne Cone seconded. Motion unanimously carried.

VI ADDITIONAL DISCUSSION – AGENDA ITEMS

None.

VII ADJOURNMENT

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

Prepared by Janet M. Scott

Janet M. Scott, City Recorder

City Council Staff Report



Subject: 1376 Mellow Mountain
Author: Kirsten A. Whetstone, AICP
Department: Planning
Date: November 29, 2007
Type of Item: Administrative- Subdivision plat

Summary Recommendations

Staff recommends that the City Council conduct a public hearing, consider input, discuss the proposed Jupiter View Estates Subdivision, and consider approving the two lot subdivision plat based on the findings of fact, conclusions of law, and conditions of approval as outlined in the draft ordinance.

Topic/Description

Applicant: Jaffa Group
Location: 1376 Mellow Mountain Road
Zoning: Estate (E) and Sensitive Lands Overlay (SLO)
Adjacent Land Uses: Single family residential, large rural parcels, open space.
Reasons for Review: Subdivision plats and plat amendments require Planning Commission review and City Council approval.

Background

On May 2, 2007, the applicant submitted an application for a two-lot subdivision of the 6.63 acre metes and bounds described property, known as the Taber parcel (Exhibit A). The application includes a request to amend Lot 11 of the First Amendment to Hearthstone Subdivision plat to include driveway and utility easements on Lot 11 for the benefit of Lots 1 and 2 of the proposed Jupiter View Estates Subdivision.

On August 6, 2007, the application was deemed complete after submittal of additional documents, a revised plat, utility plans, and a visual analysis.

The Taber parcel is currently vacant. An overhead power line traverses the northern portion of the property. Lot 11 of Hearthstone is improved with a 10,000 sf single family house, contains approximately 3.196 acres, and gains access from Mellow Mountain Road midway between the Aerie and April Mountain Subdivisions.

The Hearthstone Subdivision plat was recorded in June of 1994. On July 13, 1999, the First Amendment to the Hearthstone Subdivision plat was recorded at Summit County. The amended plat added lots 11 and 12 to the original 10 lot Hearthstone Subdivision. Lot 12 is a vacant lot south of Lot 11.

The property is predominantly covered with a mix of sagebrush and grasses with additional areas of Gambel Oak (scrub oak). The property is zoned Estate and is within the Sensitive Lands Overlay district. Approximately 60% of the site has a

slope of between 15 and 30 percent and 16% of the site has a relatively gradual slope of between 0 and 15 percent.

On September 26, 2007, the Planning Commission opened the public hearing and discussed the proposed subdivision. There was public input from a representative of the owner of an adjacent vacant lot within the Hearthstone subdivision (Lot 12). His concerns related to the location of the proposed trail and the location of the proposed building pad sites. The public hearing was continued to November 14th.

On November 14, 2007, the Planning Commission conducted a public hearing and voted to forward a positive recommendation to City Council to approve the two lot Jupiter View Estates Subdivision.

Analysis

The applicant submitted a subdivision plat, preliminary utility and grading plans, and a sensitive lands analysis, including a visual analysis, as required by the Land Management Code. The visual analysis is based on the LMC Vantage Points as identified in LMC Section 15-15-1. Additional visual analysis from the bus stop at PCMR was submitted for review (Exhibit C).

The Jupiter View Estates Subdivision plat identifies 2 lots of record with a shared access drive from Mellow Mountain Road, across Hearthstone Lot 11. At this location, Mellow Mountain Road is not a dedicated public street. This applicant is the owner of record of both Lot 11 and the Taber parcel. Lot 1, the northernmost lot, is proposed to be 3.57 acres in area. Lot 2, the southernmost lot, is proposed to be 3.06 acres. The Estate zone requires a minimum of 3 acres per dwelling unit. Both lots meet the minimum lot width of 100'. There is a recorded 50' power line easement located across Lot 11 and proposed Lots 1 and 2. The building pads are proposed to be located between 100' and 300' south of the power line easement.

Land Management Code requirements

The proposed subdivision plat meets requirements of the Land Management Code and all future development on these lots will be reviewed for compliance with requisite Building and Land Management Code requirements. LMC Section 15-2.10-3 allows a Lot to have "Frontage on a Street shown as a private or Public Street on the Streets Master Plan, or on a private easement connecting the Lot to a Street shown on the Streets Master Plan." This application includes a proposal for a private access easement to Mellow Mountain Road for Lots 1 and 2 across Lot 11 of the Hearthstone Subdivision.

Staff and the Planning Commission recommend a condition of approval that a site-specific visual analysis be conducted by the lot owner and presented to the Planning Department for review, along with the building permit plans. The site-specific visual analysis shall demonstrate that the house, any accessory buildings, and driveway construction are in compliance with the Sensitive Lands Ordinance and visual impacts, in terms of building height, building and roof form, stepping, orientation on the lot, colors, and materials, have been mitigated. The intent of the final visual analysis is to ensure that the house is not visually obtrusive from LMC Vantage points or entry corridor locations.

Staff is not recommending that a Conditional Use Permit be required to review the house design given the few places the parcel is visible from. Staff believes that the

Sensitive Lands Overlay provides sufficient tools for staff to make a decision on the visual analysis at the time of building permit issuance.

LMC Requirements Summary

Parameter	LMC- Permitted	Proposed with plat
Height	28' from existing grade (additional 5' for +4:12 roof pitch) and maximum of 33'.	28' with a potential for an additional 5' for the pitched roof. Final height is subject to a visual analysis prior to building permit issuance.
Front and Rear yard setback	30 feet (LMC exceptions apply)	30 feet minimum
Side setbacks	30 feet (LMC exceptions apply)	30 feet minimum
Lot size	Minimum lot size is 3 acres	Lot 1 = 3.57 acres. Lot 2= 3.06 acres.
Lot Width	Minimum 100 feet	Exceeds 100 feet each lot.
Parking	2 spaces per single family home	2 spaces at a minimum per house.
Building Footprint	Not limited by the Estate Zone.	Applicant proposes a maximum building envelope of 8,000 sf and a maximum LOD of 16,000 sf per lot for all construction and landscaping associated with the house and allowed/approved accessory structures. LOD is shown in an approximate location on the plat allowing sufficient area house and landscaping. Additional LOD area for driveways and utilities is allowed up to the maximum allowed by the SLO, which is no more than 25% of the Steep Slope Areas . A plat note shall indicate that a min. of 15' is required between a foundation and the LOD fence.

Limits of disturbance	Not limited by the LMC in the Estate Zone; however, Sensitive Lands Overlay restricts disturbance of Very Steep Slope (greater than 40% slope) areas and allows disturbance of only 25% of Steep Slope (slopes between 15% and 40%). A minimum of 75% of the Steep Slope area must remain open and undisturbed. Areas of >40% slope, if they meet the Very Steep Slope dimension parameters, must remain undisturbed. Areas of 0 to 15% slope are not restricted.	Limits of Disturbance are proposed to be restricted by conditions of approval and plat notes consistent with SLO requirements. Staff recommends the LOD be stated as a maximum amount (16,000 sf) for each house, including landscaping, with additional disturbance for driveways and utility construction limited to the minimum area required, but the total disturbance shall not exceed 25% of the Steep Slope area of the property as depicted on sheet C101 of the submitted slope analysis. A second note shall state that 75% of the total Steep Slope area shall remain undisturbed (not including those areas already disturbed by roads, trails, utilities, or mining).
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Zoning and Density

Estate zoning allows single-family residential development at a maximum density of 1 unit per 3 acres and includes other allowed and conditional uses as provided in the LMC, such as accessory apartments, guest houses, and lock out units. The proposed density of two single family lots on 6.63 acres complies with the Land Management Code regarding density, zoning, and land uses.

Access and Utilities

A preliminary utility and grading plan was submitted with the subdivision plat. Utilities are anticipated to be extended from Mellow Mountain Road within the shared driveway easement, with the exception of the sewer service which is currently shown for a portion of the distance in a separate easement to the south of the driveway. A Line Extension Agreement (LEA) was accepted by the SBWRD on January 29, 2007.

Staff recommends as a condition precedent to plat recordation that the City Engineer shall have reviewed and approved the final utility plans, including a storm water detention and erosion control plan. No building permits shall be issued until the plat is recorded and any public improvements, including landscaping and re-vegetation, are substantially complete or financially secured.

Staff recommends a condition of approval that the limits of disturbance for the driveway and utilities, including any required retaining walls, shall be restricted to

only that area necessary for construction of such, in order to minimize unnecessary disturbance of existing vegetation. A re-vegetation plan shall be submitted with the construction documents to mitigate and minimize long term impacts for the large, unsightly area of disturbance that will result from construction of the driveway and utilities.

The applicant submitted a revised driveway plan that was reviewed by the Planning Commission; including sections and grading information. The driveway is proposed to traverse from north to south in an area of the property that is relatively moderate (15 to 25%) in grade. The driveway itself is proposed at 8% to 10% grade. The driveway plan includes 4' to 6' high natural rock retaining walls. The approximate amount of proposed disturbance is 45,000 square feet for driveways and utilities and 16,000 square feet per house, including any area disturbed for construction and staging, defensible space, and landscaping for a total of 77,000 sf.

Sensitive Lands Overlay

The property is within the Sensitive Lands Ordinance Overlay district. The applicant submitted a sensitive lands analysis as required by the Land Management Code. No wetlands were identified on the property. The property is not located within the Entry Corridor Protection zone. Maps were submitted indicating that this area is habitat for deer, elk, moose, and a variety of birds and small mammals. The area is not indicated as a significant habitat for any threatened or endangered species.

The applicant submitted a visual analysis illustrating potential visual impacts of a 33' (including the pitched roof) home built on the proposed building pad. The visual analysis illustrated that the property is not visible from the LMC Vantage Points, with the exception of the PCMR bus stop. No ridgelines are broken by the proposed houses from the LMC Vantage Points.

A specific visual analysis, at the time of the building permit review would include review of the design, height, roof form, orientation, color and exterior materials for compliance with the SLO. The purpose of the review is to ensure that the houses are not visually obtrusive from LMC Vantage Points and in order to find compliance with LMC Section 15-7.3-11, Preservation of Natural Features and Amenities.

A slope analysis identified areas of less than 15%, 15% to 30%, 30% to 40%, and areas greater than 40% slope. The majority (about 60%) of the property is in the 15% to 30% sloped area with approximately 16% in the 0% to 15% slope category and less than 4% in the greater than 40% slope category. The amount of disturbance for the 0% to 15% slope areas is not restricted by the LMC, however, the applicant is not proposing to disturb these areas and this area is not included in the allowable disturbance sited for the proposal.

Slope Category	Total Area	Allowed Disturbance	Allowed Disturbance area per category
0-15%	55,156 sf	100%	55,156 sf (not disturbing any within this category)
15-40%	281,485 sf	25%	70,371 sf
> 40%	12,269 sf	0%	0 sf, except that areas of 40% may be disturbed if they do not meet the definition, i.e. are not greater than 25' in horizontal or vertical area. 8,400 sf of the proposed disturbance area is within areas >40% that do not meet the required definition for limitation (i.e. pockets of 40% slope and the existing cut along Mellow Mtn Road)

Maximum allowed disturbance per SLO restrictions is approximately 78,770 sf. While this is not the total allowable disturbance, it is an approximation of what is allowed to be disturbed in each of these slope categories. The applicant must demonstrate, at the time of building permit application, that 75% of the steep slope areas (15-40% slope) will remain open and undisturbed, including disturbance for roads and utilities. Staff recommends a note on the plat to this effect. Of the areas the applicant proposes to disturb, the total disturbance allowed is approximately 78,770 sf (70,370 sf + 8,400 sf) and the applicant is proposing approximately 77,000 sf (16,000 sf for each house and 45,000 sf for roads and utilities).

According to Section 15-2.21-4 of the LMC, "no development is allowed on or within 50' map distance of Very Steep slopes (greater than 40%), areas subject to land sliding, and other high hazard geologic areas. The proposed building pads comply with these 50' setback requirements, primarily because the areas of greater than 40% slope do not meet the required dimensions and may be disturbed. The first 30' of the shared driveway is proposed within areas of greater than 40% slope. This 40% slope was created when Mellow Mountain Road was

constructed. Because the rise is less than 25' these 40% slope areas are not subject to the prohibition (LMC Section 15-2.21-4 (A)) and may be disturbed.

A geotechnical report was submitted on October 1, 2007. The report summary (Exhibit E) indicates that native soils (topsoil, clay, sandstone bedrock) in the test pits on the two lots are suitable for support of the proposed residences. The report includes recommendations regarding placement of foundations due to a mineshaft and tunnels encountered. Prior to issuance of a building permit these shafts and tunnels will need to be closed per State requirements and reviewed by the City's environmental specialist.

Staff recommends a condition of approval that a landscape plan be approved prior to issuance of any building permits for the houses. The plan shall clearly identify trees to be removed, shall provide a mechanism to protect Significant Vegetation during construction, and shall identify additional trees to be planted to mitigate for removal of any Significant Vegetation. All landscaping shall be confined to the allowed disturbance areas.

Fire Protection

The applicant has discussed with the City a fire protection plan to address fire and emergency access given the length of the private drive (approximately 500' from the intersection with Mellow Mountain Road). The fire protection plan requires that wood shake roofs be prohibited, modified 13-D residential fire sprinkler systems are required, and a fire department connection and hydrant served by a 4" line will be required at a location to be determined by the Chief Building Official. The plan requires a wildfire protection and defensible space plan be included with the landscape plan at the time of building permit application. Staff recommends plat notes to memorialize these requirements.

Trails

A public trail easement is required within the alignment of the 50' power line easement for a 6' trail and shall be indicated on the final plat prior to recordation. The City's trails coordinator has met with the applicant to determine the location of an additional trail easement on Hearthstone Lot 11 and on Lot 2 below the driveway to allow for a switch back section of trail in the steeper terrain. The applicant and trails coordinator have worked out an agreement regarding construction of the trail that will connect to a loop through the City owned Hope parcel. Trail easements are identified on the most current plat.

Issues raised at September 26th Planning Commission meeting

1. Alternative access. There is potential to access this parcel from the northeast (i.e. above the proposed lots) if the adjacent property owner granted an access easement. This applicant does not own the adjacent parcel to the east. The applicants initially looked into the possibility of a driveway in this upper location and determined that the lower driveway would be less visible.
2. Estate zoned parcels. The Commission asked staff to provide an inventory of such Estate zoned parcels that have some potential development. Staff reviewed the zoning map and assessor's plat for Estate zoned parcels such as the Taber parcel and presented those findings to the Planning Commission.
3. The Planning Commission reviewed the Visual Analysis, total disturbance area, potential height restrictions and proposed building pads. The Commission

discussed the house specific visual analysis and asked about the material and height of the retaining walls.

Summary

Planning Staff considered the discussion items listed above and reviewed the visual analysis of the property as viewed from PCMR bus stop. Staff is not recommending a CUP review for the future houses. Staff is recommending that a site specific visual analysis be presented at the time of the building permit submittal and that a reduction in the building height can be considered during this review to ensure that the house is not visually obtrusive from the Vantage point.

Department Review

This project was reviewed at the interdepartmental development review on June 12th and August 7th, 2007. Issues raised included requirements for access and utility easements, fire and emergency access and protection, trails easements, and sensitive lands review. These issues have been resolved by the revised plat or conditions of approval and/or recommended plat notes.

Notice

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also placed in the Park Record and posted in three public locations as required by Section 15-1.12.

Public Input

Staff has provided the Aerie HOA with a copy of the plat for review. One issue of concern was relayed to staff regarding a concern that the driveway might be extended to provide access for adjacent properties and this would not be desirable. Staff also received a call from an owner in the April Mountain subdivision with questions about the location of the proposed lots. When the owner understood that the property was located above Hearthstone 11 and 12, not April Mountain 11 and 12 he stated that he did not have any concerns. Public input was received at the September 26th Planning Commission hearing regarding the location of the trail and the location of the building pads.

Alternatives

- The City Council may approve the Jupiter View Estates Subdivision as conditioned or amended **(This is the recommended alternative)**, or
- The City Council may deny the Jupiter View Estates Subdivision and direct staff to make Findings for this decision, or
- The City Council may continue the discussion on Jupiter View Estates Subdivision, or
- The City Council may remand the item back to the Planning Commission for specific discussion on topics and/or findings.

Significant Impacts

The significant fiscal impact is that construction of two single- family houses is allowed if the lots are created with this subdivision. Staff has recommended conditions related to mitigation of health, safety, environmental, and aesthetic impacts.

Consequences of not taking the Recommended Action

A subdivision plat is required to create a lot (s) of record prior to issuance of a building permit. Without a subdivision plat a building permit can not be issued.

Recommendation

Staff recommends that the City Council conduct a public hearing, consider input, discuss the proposed subdivision, and consider approving the Jupiter View Estates Subdivision based on the findings of fact, conclusions of law, and conditions of approval as stated in the draft ordinance.

Exhibits

Exhibit A- Proposed plat (also 11 by 17 as separate attachment)

Exhibit B- Slope analysis

Exhibit C- Visual analysis from PCMR bus and parking lot, site plan, preliminary grading and utility plan, photo from Lowell Avenue

Exhibit D- Summary of geotechnical report

**AN ORDINANCE APPROVING THE JUPITER VIEW ESTATES SUBDIVISION
LOCATED AT 1376 MELLOW MOUNTAIN DRIVE, SECTION 8 TOWNSHIP 2
SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, UTAH**

WHEREAS, the owner of the properties known as Lot 11 Hearthstone Subdivision and the Taber Parcel have petitioned the City Council for approval of a subdivision plat to be known as Jupiter View Estates; and

WHEREAS, the property includes the 6.63 acre Taber parcel and Lot 11 amended Hearthstone Subdivision and is generally located at 1376 Mellow Mountain Road, north of the April Mountain Subdivision, south of the Aerie Subdivision, and east of the Hearthstone Subdivision; and

WHEREAS, the property is located in the E (Estate) zoning district and is also located within the SLO (Sensitive Lands Overlay); and

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

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

WHEREAS, the Planning Commission conducted public hearings on September 26th and November 14th, 2007, to receive input on the proposed subdivision; and

WHEREAS, the Planning Commission, on November 14, 2007, forwarded a positive recommendation on the subdivision to the City Council; and

WHEREAS, on November 29, 2007, the City Council held a public hearing to receive input on the proposed subdivision; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Jupiter View Estates Subdivision as no person will be materially harmed and the health, safety, and general welfare of the public is not adversely affected by the subdivision.

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

SECTION 1. APPROVAL. The Jupiter View Estates Subdivision, located at 1376 Mellow Mountain Road, is hereby approved as shown on the plat (Exhibit A) and according to the Findings of Fact, Conclusions of Law, and Conditions of Approval as stated below.

Findings of Fact

1. The property is located in the E, Estate, zoning district and is within the SLO, Sensitive Lands Overlay.
2. The property consists of the 6.63 acre Taber parcel and Lot 11 amended Hearthstone Subdivision and the owner is requesting a subdivision of the Taber parcel to create two single family lots and to provide access, utility and trail easements across Lot 11 of the amended Hearthstone Subdivision. There is an existing single family house on Lot 11 and no subdivision of Lot 11 is requested.
3. Lot One is proposed to contain 3.57 acres and Lot Two is proposed to contain 3.06 acres.
4. Access from Mellow Mountain Road to Lots One and Two is provided via a private access easement across Lot 11 of the Hearthstone Subdivision.
5. At the time of the subdivision plat review the Planning Commission reviewed a Sensitive Lands Analysis for the property that included an analysis of steep slope areas, wetlands, stream corridors, vegetation identification, wildlife habitat, ridgeline areas, entry corridors, and visual analysis from LMC vantage points.
6. The building pad for Lot 1 is located in the southern portion of the lot. The building pad for Lot 2 is located in the southern portion of the lot. Approximate location of the building pads are identified on the plat and limited to 8,000 sf in area per lot. A maximum Limits of Disturbance area of 16,000 sf per lot is stipulated by the SLO requirements. The entire house, foundation, construction disturbance, landscaping, and accessory structures shall be located within this disturbance area.
7. The property consists of slopes ranging from 0% to over 40% slope.
8. There are areas of 40% or greater slopes along Mellow Mountain Road. However, these areas do not meet the LMC requirement of Section 15-2.21-4 (A) that they cover a topographic area of at least 25' vertically and 50' horizontally. Therefore, they do not meet the definition of a Very Steep Slope and are not subject to the prohibitions identified in the Section. The proposed driveway crosses this area of 40% slope.
9. The proposed density of 2 single family dwellings for the 6.63 acre Taber parcel is consistent with and complies with requirements of the Estate zoning district.
10. The applicant submitted a preliminary visual analysis of the property from LMC designated vantage points. The property is visible from the PCMR bus stop vantage point. To ensure compliance with the intent of the SLO to minimize visual impacts of development within the SLO area, a site and house specific visual analysis will be necessary at the time of the building permit submittal to review the proposed building design for compliance with the SLO in terms of colors, materials, building and roof form, height, stepping, and orientation on the lot.
11. The proposed driveway is approximately 500' in length. Limiting the width and grading of this driveway to the minimums necessary for a safe and functional driveway will mitigate the visibility of the disturbance area.
12. The applicant submitted a fire protection plan to address fire and emergency access given the length of the driveway and location of the lots within the

Wildland interface zone. Plat notes regarding specifics of this plan are necessary to ensure compliance with the plan.

13. A public trail easement is identified on the plat within the 50' non-exclusive power line easement and within Lot 11 amended Hearthstone Subdivision.
14. All existing and proposed utilities, access drives, trails, public and circulation areas for emergency vehicles will be located within approved easements to be reviewed and approved by the City Engineer prior to plat recordation.
15. Mellow Mountain Road is not a dedicated street in this area.
16. A construction mitigation plan will be necessary to address construction issues before any building permits are issued.
17. Areas of Steep Slopes and Very Steep Slopes have been identified on the property. The proposed building pads are located 50' away from Very Steep Slopes.
18. The property is located outside the City's Soils Ordinance District. A geotechnical report was submitted with the subdivision plat application and makes recommendations regarding placement of foundations with respect to an existing mine tunnel.
19. The subdivision plat identifies the driveway location, limits of disturbance areas, building pads, and appropriate setbacks from property lines consistent with the Land Management Code in terms of the Estate zoning district and the SLO regulations. The driveway location and proposed easements are consistent with conditions of approval of the Hearthstone Subdivision.

Conclusions of Law:

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

Conditions of Approval

1. City Attorney and City Engineer review and approval of the final form and content of the final subdivision plat for compliance with State law, the Land Management Code and conditions of approval is a condition precedent to recording the plat. The name of the subdivision has been identified as the Jupiter View Estates Subdivision.
2. No remnant lots will be created as a result of this subdivision.
3. The applicant will record the final subdivision plat at Summit County within one year of the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.
4. City approval of a construction mitigation plan is a condition precedent to the issuance of any building permits for the Jupiter View Estates Subdivision. The construction mitigation plan shall include a re-vegetation plan for re-vegetation of all disturbed areas that remain after utility, road,

- house, and trail construction. All sensitive areas and significant vegetation shall be identified on the CMP and protected during construction. The method for protecting these areas shall be included on the CMP.
5. All existing mine tunnels and shafts on the Taber parcel shall be reviewed by the City at the time of building permit issuance and all required mitigation/reclamations shall occur prior to permit issuance.
 6. A financial guarantee for any and all public improvements, including trails, in a form acceptable to the City Attorney and in an amount acceptable to the City Engineer shall be in place as a condition precedent to plat recordation and issuance of building permits.
 7. Utility and access easements in a form approved by the City Engineer and City Attorney shall be dedicated on the plat, or by separate document and simultaneously recorded with the plat.
 8. The City does not provide snow removal from the private driveway to Lots 1 and 2.
 9. As a condition precedent to plat recordation the City Engineer shall have approved the final utility plans, including storm water detention plans and grading plans for the driveway, including retaining walls. No building permits shall be issued until the plat is recorded and any public improvements are substantially complete or otherwise financially secured.
 10. As a condition precedent to issuance of any building permits, the Chief Building Official shall conduct a final assessment and grant approval of the fire protection plan for construction of single family houses on Lots 1 and 2. A note shall be added to the plat stating that modified 13-D fire residential fire sprinklers are required for all new construction and no wood roofs are allowed.
 11. As a condition precedent to plat recordation, the Snyderville Basin Water Reclamation District shall have approved the utility plan and signed the subdivision plat.
 12. As a condition precedent to building permit issuance, a site-specific visual analysis shall be conducted by the lot owner and presented to the Planning Department with the building permit plans. The site-specific visual analysis shall demonstrate that the house, any accessory buildings, and driveway construction are in compliance with the Sensitive Lands Ordinance and visual impacts, in terms of building height, building and roof form, stepping, orientation on the lot, colors, and materials, have been mitigated. The allowable building height may be reduced to 28' pending results of the house specific SLO visual analysis. The intent of the final visual analysis is to ensure that the house is not visually obtrusive from LMC Vantage points, including the PCMR bus stop.
 13. As shown on the plat, public trail easements on Lots 1 and 2 as well as on Lot 11 amended Hearthstone Subdivision, are dedicated to the public by recordation of the plat.
 14. A note shall be added to the plat indicating that a landscape plan for Lots 1 and 2 shall be submitted for review and approval by the Planning Department prior to issuance of a building permit. The plan shall address water conservation in both plantings and irrigation methods and no landscaping shall extend beyond the limits of disturbance areas (LOD).
 15. A note shall be placed on the plat indicating that the maximum building

envelope, for each house on Lots 1 and 2 is 8,000 sf. In addition, all disturbances for the house, any accessory structures, and landscaping shall be contained by a 16,000 sf LOD area to be delineated on the site plan at the time of building permit issuance. Driveways and utility disturbance are addressed in a separate condition below.

16. A plat note shall indicate that a min. of 15' is required between a foundation and the LOD fence.
17. A note shall be placed on the plat indicating that the limits of disturbance for the driveways and utilities shall be restricted to only the area necessary for construction of functional and safe driveways and in order to minimize disturbance. In no case shall the total disturbance area (including all construction disturbances) for the two houses, landscaping, driveways, and utilities exceed 25% of the Steep Slope areas as depicted on the Slope Analysis Sheet C101. This total area is approximately 78,700 sf. Landscaping along the driveways is included within this total disturbance area figure.
18. All standard project conditions shall apply to this development.
19. At the time of building permit issuance for the two houses and all related construction and landscaping, the applicant must demonstrate that 75% of the steep slope areas (15-40% slope) will remain open and undisturbed.
20. All conditions of approval of the amended Hearthstone Subdivision, as they relate to Lot 11, continue in full force and effect.
21. Landscaping of the retaining walls for the driveway shall be approved by the City Arborist and shall provide materials appropriate to screen and soften the walls.

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

PASSED AND ADOPTED this 29th day of November, 2007.

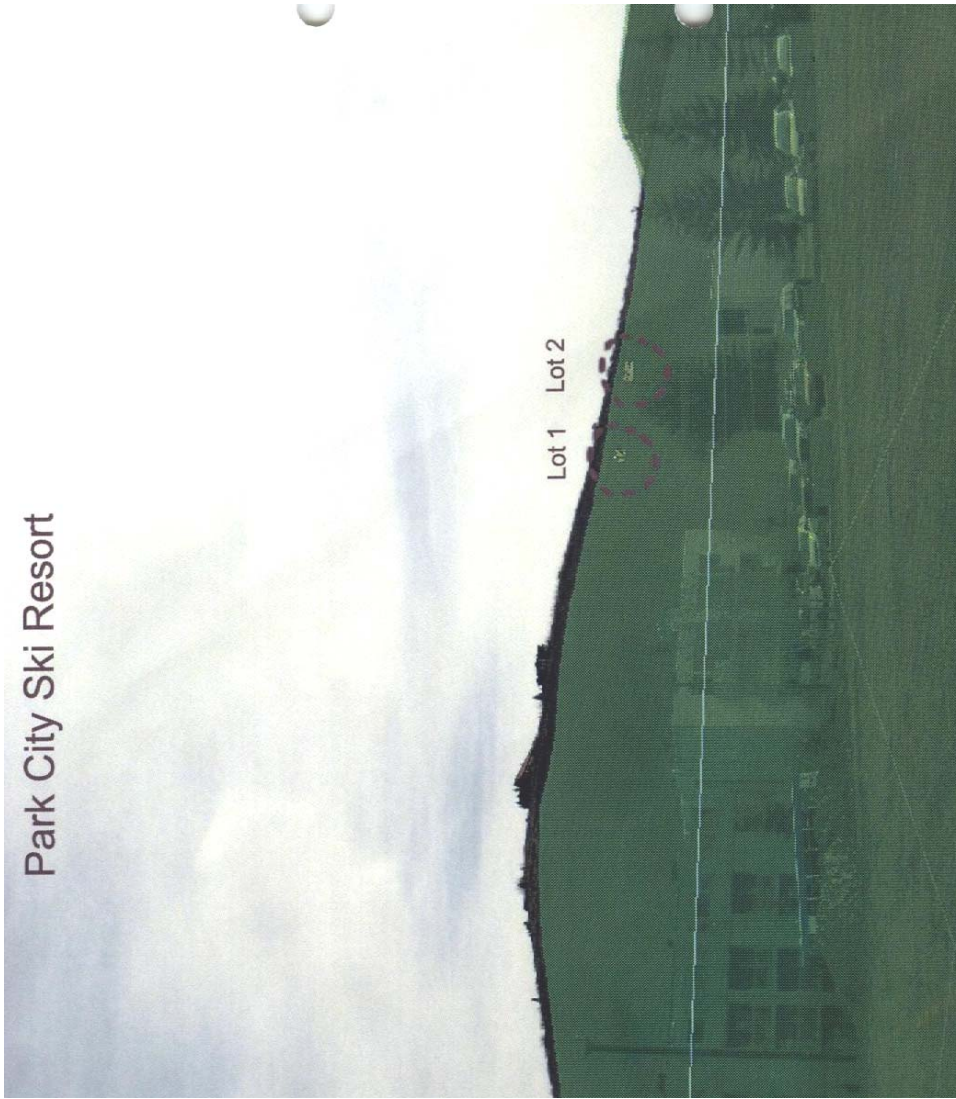


EXHIBIT B- Slope Analysis

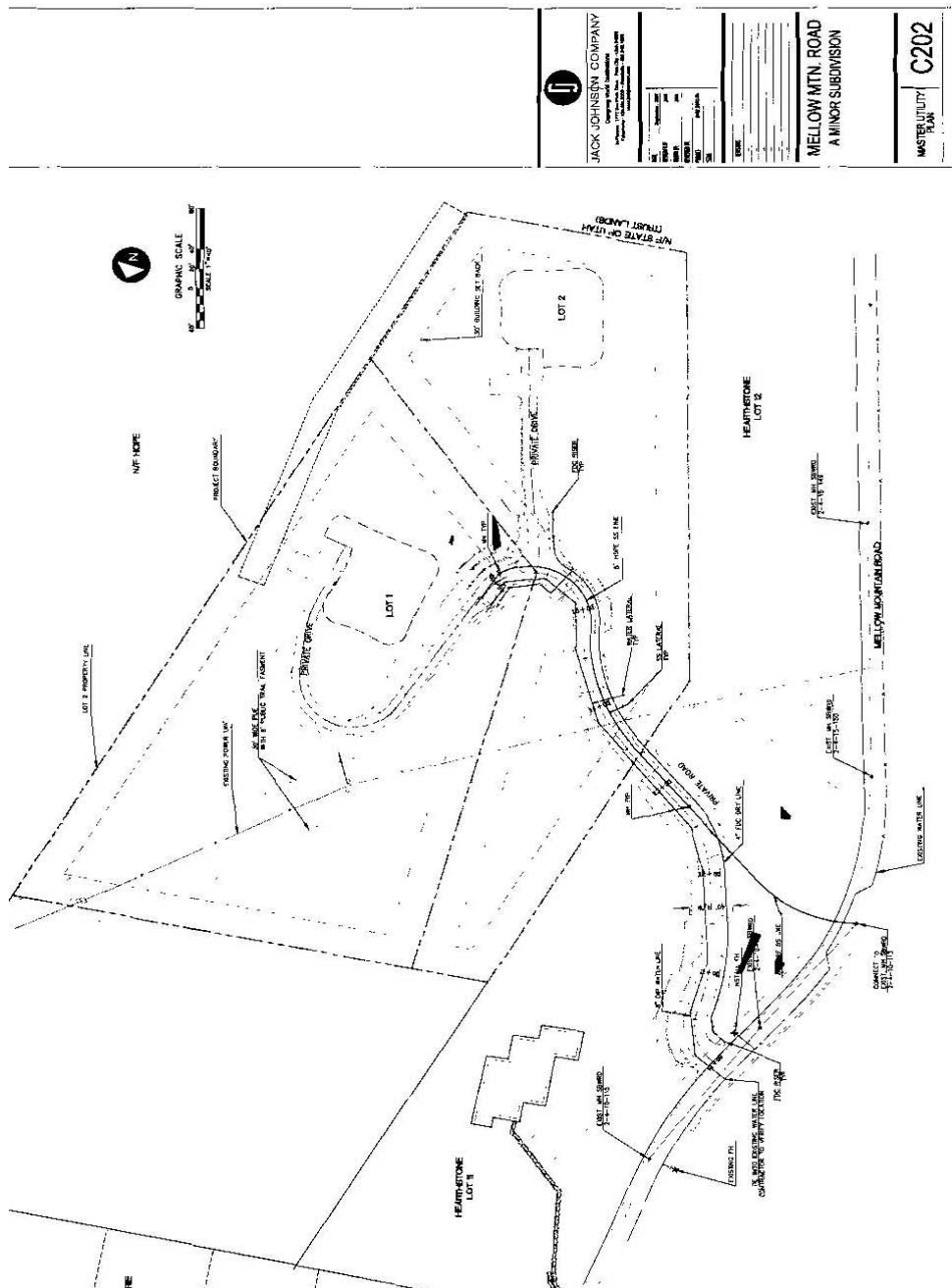


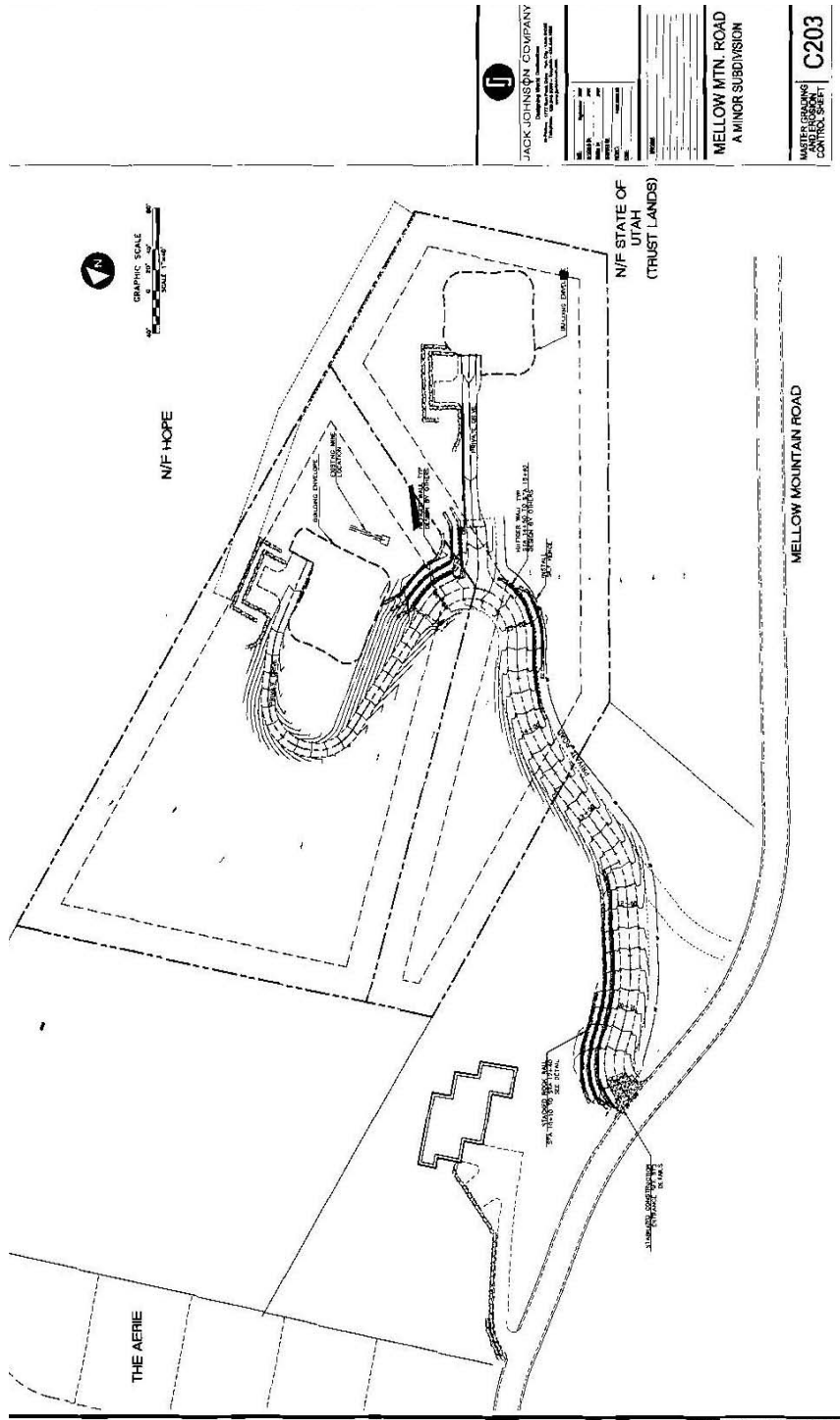
Visual Analysis from PCMR bus stop

Park City Ski Resort



Visual from PCMR parking lot





Preliminary Grading

JACK JOHNSON COMPANY
Professional Engineers and Surveyors
 License No. 12345 - State of Utah
 123 Main Street, Salt Lake City, UT 84101
 Phone: (801) 555-1234

NO.	DATE	DESCRIPTION
1	10/1/2023	Initial Design
2	10/15/2023	Revised Design
3	11/1/2023	Final Design

MELLOW MTN. ROAD
 A MINOR SUBDIVISION

C203
MASTER PLANNING
 AND DESIGN
 CONTROL SHEET



Photo of site from Lowell and 11th Avenue



March 13, 2007

Richard Jaffa
Jaffa Group
1960 Sidewinder Drive, Suite 101
Park City, Utah 84060

**SUBJECT: Subsurface Evaluation
Proposed 2 Lot Residential Subdivision
1375 Mellow Mountain Road
Park City, Utah**

SES Job No.: G-1649

Dear Mr. Jaffa:

As requested, we conducted a field study at the subject site on March 1, and 5, 2007 to evaluate subsurface soil conditions to determine the suitability of the land for future development. Lot A is 3.51 acres in size and Lot B about 3.37 acres, totaling 6.63 acres. Our study included site reconnaissance and the excavation and logging of six (6) test pits ranging in depth from 3 to 8 feet. Test Pits 2B, 4B, and 5B were deliberately located in prospect areas to determine the depth of fill in these areas.

During our field study, a mine shaft and tunnel were found to lie within the center of the proposed building pad in Lot A, in our Test Pit TP-1B. The mine had been abandoned and was covered with fill. A layer of fabric was placed on the top of the fill at a depth of approximately 4 feet. The fill was in a loose state and likely originated from shaft tunnel cuttings. The shaft extended below 20 feet, which exceeded the track hoe access depth. The tunnel was approximately 8 feet below the existing ground surface and oriented east-west, extending 30 feet inward, then making a right turn an additional 5 feet. The tunnel was approximately 4 feet wide and 5 feet high. The floor sloped downward into the hill. Additional tunnels may exist below the one we encountered but no attempt was made to verify this. A records search of the United States Geological Survey (USGS), Bureau of Land Management (BLM), Utah Geological Survey (UGS), Summit County, and Park City Municipal Corporation had no records of the mine shaft or its abandonment. As part of TP-1B excavation a trench was excavated east of the mineshaft. Soils exposed in the trench consisted of 1 to 2 feet of Topsoil, over 4 to 5 feet of very stiff to hard CLAY, over a one foot layer of what appeared to be rock fragments in a volcanic ash matrix. Below the rock fragments was intact, fractured bedrock.

Environmental Engineering • Geotechnical Engineering • Construction Inspection • Materials Testing
3640 South 500 West • Salt Lake City, Utah 84115 • Phone 801-261-2800 Fax 801-261-2801

OCT 01 2007

EXHIBIT D- Geotechnical report Summary

Four additional test pits were excavated in Lot B building pad and one additional test pit in Lot A, north of the proposed building pad. Figure A-2 shows the approximate locations of the test pits and of the entry tunnel for the mine. In general, soils exposed in the test pits on Lot B consisted of 4 to 7 feet of manmade fill. As indicated earlier in this report, Test Pits 2B, 4B, and 5B were located in the prospect areas to determine the depth of fill in this area. TP-3B encountered 2 feet of Topsoil over weathered, fractured, sandstone bedrock. Except for some localized prospects that were backfilled, it is anticipated that the soils encountered in TP-3B are representative of Lot B.

One additional test pit was excavated in Lot A (TP-6B), outside of the proposed building pad. Soils exposed in test pit TP-6B consisted of 1 foot of Topsoil, overlying 5 feet of very stiff to hard CLAY, over 1.5 feet of very angular rock fragments. The contact between the rock fragments and the CLAY dipped into the slope at a approximately 30 degrees. Below the rock fragments was weathered, fractured SANDSTONE bedrock.

In summary, the native soils exposed in the test pits on the two lots are suitable for support of the proposed residences. The edge of the building on Lot A should be positioned a minimum of twenty feet away from the mineshaft and tunnel entrance. Building footings can be placed over the tunnel, provided there is a minimum of 10 feet of competent bedrock between the top of the tunnel and the footing. In our opinion, the native in-place soils and bedrock are capable of supporting loads on the order of 2,500 – 4,000 psf. If volcanic ash is encountered in the footing excavations, it should be removed and replaced with structural fill.

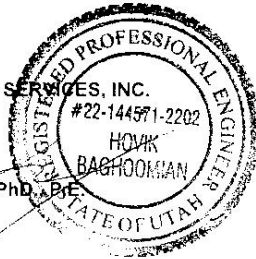
Once building details and locations are known, additional details can be provided for foundation design and construction. The footing excavations should be inspected by Summit Engineering Services, Inc., during construction to possibly identify other min excavations, and unexpected soil conditions that may underlie the site.

We appreciate the opportunity to be of service to you on this project. Please contact us at (801) 261-2800 if you have any questions or need additional information.

Sincerely,

SUMMIT ENGINEERING SERVICES, INC.


HOVIK BAGHOOMIAN, PhD, P.E.
Geotechnical Engineer



Summit Engineering Services, Inc.

OCT 01 2007

City Council Staff Report



Subject: Christopher Homes at Empire Pass,
Amended Record of Survey
Author: Brooks T. Robinson
Date: November 29, 2007
Type of Item: Administrative – Condominium Conversion

Summary Recommendations

Staff recommends the City Council hold a public hearing for the Christopher Homes at Empire Pass Condominiums, amended record of survey plat and consider approving the amended record of survey 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: Lot 1 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, and Open Space.

Background

On June 24, 1999, 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 60 PUD-style units (single detached or duplex) within the annexation area and the rest of the units being multi-family (stacked-flat or tri-plex or greater attached). In addition, 16 single family homes on individual lots in the Village and up to 38 in Red Cloud are allowed. The six Bannerwood lots and 10 Northside lots account for the 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 received a completed application for the creation of four condominium units on lot 1 of the Silver Strike subdivision. These four units are across Silver Strike Trail from the first phase of the Christopher Homes units.

The Planning Commission heard this application at its regular hearing of November 14, 2007, and forwards a positive recommendation.

Analysis

The proposed record of survey creates four units along Silver Strike Trail (a cul-de-sac). The layout is similar to Nakoma, Bald Eagle and some of the “Belle” projects in which each unit initially encompasses more than just the three-dimensional air space of the unit. After construction of each unit, the boundaries of such unit will be automatically amended by the Declaration and plat note 1 to the perimeter walls of the unit. Staff recommends that note one be amended to require the record of survey to be amended in accordance with the Utah Condominium Act.

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 2 boundary	
Side setbacks	12' from Lot 2 boundary	
Parking	Two spaces required	

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. The LMC does not count as Gross Floor Area any Basement space that is below final grade (ceiling height below grade along the exterior walls). However, at the time of final construction and 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.

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.

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.

Alternatives

- The City Council may approve the Christopher Homes at Empire Pass Condominiums, amended record of survey as conditioned or amended, or
- The City Council may deny the Christopher Homes at Empire Pass Condominiums, amended 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, amended 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, amended record of survey plat and consider approving the amended record of survey 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

Ordinance No. 07-

AN ORDINANCE APPROVING THE CHRISTOPHER HOMES AT EMPIRE PASS CONDOMINIUMS, AMENDED RECORD OF SURVEY PLAT LOCATED AT LOT 1 OF THE SILVER STRIKE SUBDIVISION, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Christopher Homes at Empire Pass Condominiums, Lot 1 of the Silver Strike Subdivision, have petitioned the City Council for approval of the Christopher Homes at Empire Pass Condominiums, amended 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 November 14, 2007, to receive input on the Christopher Homes at Empire Pass Condominiums, amended record of survey;

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

WHEREAS, on November 29, 2007, the City Council held a public hearing on the Christopher Homes at Empire Pass Condominiums, 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, 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, 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 Lot 1 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. 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.
7. At the time of final construction and 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.
8. The proposed record of survey is consistent with the approved Master Planned Development for the Village at Empire Pass.
9. Two parking spaces are required for each unit.
10. 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.
5. Plat Note #1 will be amended to require amending the record of survey after construction of the units unless otherwise approved by the City Attorney and City Engineer.
6. At the time of final construction and 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.

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

PASSED AND ADOPTED this 29th day of November, 2007.

City Council Staff Report



Author: Alison Butz
Subject: Johnson Controls – Performance Contract
Date: November 29, 2007
Type of Item: Administrative - Request for Award of Contract

Summary Recommendation:

Review the criteria for evaluation for the energy audit and authorize the City Manager to enter into a contract with Johnson Controls, on a form approved by the Legal Department, in an amount not to exceed \$49,783.

Topic/Description:

Contract Award

Background:

According to the US Green Building Council, buildings account for 38% of CO₂ emissions in the United States — more than either the transportation or industrial sectors. In 2005 the City signed the US Mayors Climate Action Agreement which requires the City to meet or beat the Kyoto Protocol target of reducing global warming pollution levels to 7% below 1990 levels by 2012. The Sustainability Team began inventorying municipal operations this month and will update the Council as to our findings when the analysis is complete in January.

In June of 2007, the City Council adopted the action plan for the Environmental Initiatives. One top priority item was to perform energy audits on all City facilities. Subsequent items for that action requests Council prioritize and implement needed efficiency upgrades.

The City Council approved \$45,000 for an energy audit of City facilities during the FY2008 budget process. The RFP included an analysis of the potential for renewable energy projects. The City received a \$70,000 grant from Rocky Mountain Power and will use a portion of this to for the study. In order to satisfy the grant, the study needs to include a description of potential projects, merits to support such projects, potential benefit to the community, and any unique attributes.

Analysis:

The City issued an RFP for Performance Contracting Services. Energy savings performance contracting enables building owners to use future energy savings to pay for up-front costs of energy-saving projects, eliminating the need to dip into capital budgets.

The City received 3 proposals and while all three proposals were strong and incorporated different approaches, Staff chose Johnson Controls based on the following assessment made by the selection committee:

- Overall cost
- Past customer service history
- Out of the Box Suggestions

The RFP included a total of 24 City Facilities ranging from the Library and Education Center to the restrooms in City Park. Johnson Controls, through their preliminary overview of the facilities, estimate that the project could implement energy facility improvements that reduce the amount of energy and emissions used by the City by 15 – 20%.

The contract's scope of work outlines four tasks:

1. Perform an energy and operational efficiency audit of existing facilities;
2. Perform an energy and operational efficiency audit of Spiro Water Treatment Plant and system;
3. Identify renewable energy generation project options throughout City facilities; and,
4. Provide written recommendations of new construction and operations and maintenance standards for City operations that take into consideration sustainability, energy conservation and lifecycle costs and savings

Johnson Controls will group projects together such as water conservation fixture upgrade, Energy-Efficient lighting controls, HVAC Controls Upgrade and Building envelope improvements. The City Council discussed criteria for evaluation at the November 15th work session and identified three priorities and then a fourth note for each grouping of projects.

- Return on Investment (cost/benefit) - 15 years
- Energy and carbon impact (ton and dollar value)
- Cost benefit with coordinating existing capital needs
 - Maintenance implications
 - Reduction of operating costs
 - Timing
- Leadership (note as to the visibility and ingenuity of this type of application)

If the Council approves the contract on November 29th, Johnson Controls will begin a technical audit in December and it will be broken into two phases, a preliminary development and detailed development. During this process, Johnson will coordinate with the City on site visits to City buildings and interviews with key staff. They will review the actual utility bills, occupancy and use information, tenant leases and other information. They will also take an in-depth look at the City's water distribution system. At the preliminary analysis stage all potential facility improvement measures are presented to the City with a brief description and estimate of cost savings. The preliminary analysis/matrix will demonstrate the dollar savings, carbon impact (and dollar value) and the "do it yourself over time" perspective versus the performance contracting approach.

On November 15, there was discussion among Council members as to valuing the reduction of CO2 emissions. The evaluation in the proposed contract scope of service will include the amount of CO2 reduced (ton) as well as assign a dollar value to the

reduction based off of "white tags" (4 US states have passed) which allow energy conservation to count to meet state mandated utility requirements for acquiring energy credits. It also establishes a value and allows for negotiation for an entity to sell these credits to a manufacturer, utility, etc.

At the completion of this stage Council will review the items as part of the budget and select the scope based on project goals and financial requirements. With that information Johnson Controls will finalize a report and potential proposal for implementation which is anticipated the first half of March. The City will then have the remainder of March and half of April to review the report and associated proposal and determine its recommended course of action for implementation. This may include but is not limited to:

- Prioritize the final project/s to move forward with implementation subject to budget approval
- Make final decisions on the process of implementation as part of the City's budget process, which may include but is not limited to:
 - o Utilizing the performance contracting program to implement a portion or all of the recommended project/s that best meets the City's decision making criteria.
 - o Incorporating a portion or all of the projects into the City's long term capital improvement program (CIP).
 - o A combination of both of the above approaches.

Department Review: The team that reviewed the RFP submittals and who has worked with Johnson Controls since their selection includes Kathy Lundborg (Water Department), Jon Pistey (Ice Rink), Mike Lennon (Building Maintenance) and Bret Howser (Budget). Johnson Controls has also met with Ron Ivie to overview some of his review criteria.

Alternatives:

- A. Approve the Request:** The City would enter into a contract with Johnson Controls.
- B. Deny the Request:** The City will not perform energy audits on the facilities.
- C. Continue the Item:** Ask for information from staff before making a decision on the request.
- D. Do Nothing:** This will have the same impact as denying the request

Recommendation:

Review the criteria for evaluation for the energy audit and authorize the City Manager to enter into a contract, on a form approved by the Legal Department, with Johnson Controls in an amount not to exceed \$49,783.

Attachments:

Service Provider Contract

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____, 2007, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and _____, 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 _____ Dollars.

2. TERM.

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

3. COMPENSATION AND METHOD OF PAYMENT.

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

- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. Any additional project scope additions or deliverable additions and the additional costs associated with them requested during the implementation of this project will be agreed by both the City and the service provider in written addendum to this agreement.
- 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 within 30 days of delivery of the final project deliverable as outlined in Addendum A. 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.
- F. If the City desires, it can contract with the service provider to implement the scope of services developed in this agreement as specified in the Request for Proposals for Performance Contracting Services from which the service provider was selected for this project.
- G. If the City contracts with the service provider as described in paragraph 3 – Compensation and Method of Payment subparagraph F, then the service provider can integrate the costs associated with this agreement into the implementation project agreement.

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.

- C. During the evaluation study, the City will furnish to JCI, upon its request, accurate and complete data concerning energy usage and operational expenditures for the Premises, including the following data for the most recent three years from the effective date of this Agreement:
- a) Actual utility bills supplied by the utility and other relevant utility records;
 - b) Occupancy and usage information;
 - c) Descriptions of any changes in the building structure or its heating, cooling, lighting, or other systems or their energy requirements;
 - d) Descriptions of all energy-consuming or energy-saving equipment used on the Premises;
 - e) Descriptions of energy management and other relevant operational or maintenance procedures utilized on the Premises;
 - f) Summary of expenditures for outsourced maintenance, repairs, or replacements on the Premises;
 - g) Copies of representative current tenant leases, if any; and
 - h) Prior energy audits or studies of the Premises, if any.

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 Parties shall indemnify and hold each other and their agents, employees, and officers, harmless from and shall process and defend each other at their 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 Indemnified Party arising out of, in connection with, or incident to the execution of this Agreement and/or the defective performance or failure to perform any aspect of this Agreement. If such claims are caused by or result from the concurrent negligence of one party, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Indemnifying Party; and provided further, that nothing herein shall require either party to hold harmless or defend the other, its agents, employees and/or officers from any claims arising from a party's sole negligence.

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 three million dollars (\$3,000,000) 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 five hundred thousand dollars (\$500,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than one half million dollars (\$500,000) combined single limit per occurrence.
- D. Workers Compensation insurance written on an occurrence basis with limits no less than one half million dollars (\$500,000) combined single limit per occurrence.
- E. The City shall be named as an additional insured on the insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies.
- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. TREATMENT OF ASSETS.

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents (except Service Provider's proprietary information) , 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 with the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.

- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

22. **SEVERABILITY.**

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

23. **ENTIRE AGREEMENT.**

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

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

PARK CITY MUNICIPAL CORPORATION
445 Marsac Avenue
Post Office Box 1480
Park City UT 84060-1480

Dana Williams, Mayor

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER

Address:

Tax ID#: _____

Signature

Printed name

Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 2007, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _____ (*title or office*) of _____ Corporation by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (*title*) for _____, a _____ corporation.

Notary Public

ADDENDUM “A”

SCOPE OF SERVICES

1. PROJECT SELECTION CRITERIA

This project is intended to align the following criteria the City will use to select a final project for implementation as a result of this process.

- a. 15 year return on investment term
- b. Energy and carbon reduction impact (ton and dollar value)
- c. Aligns with existing capital need
 - i. Maintenance implications
 - ii. Timing
- d. Leadership - (note as to the visibility and ingenuity of this type of application)

2. SCOPE OF SERVICES.

Following is the scope of services that align with Park City’s criteria for this project listed above that will be performed as part of this agreement:

- a. Energy and operational efficiency audit of existing City facilities that review:
 - i. All utility-using systems within each facility.
 - 1. Scope of services for China Bridge Parking Structure, New China Bridge and Gateway Parking facilities is to include only lighting, fire suppression and fan systems only.
 - ii. Preliminary facility maintenance staffing assessment
 - iii. Evaluation of best facility candidates for LEED EB opportunity
- b. Energy and operational efficiency audit of Spiro Water Treatment Plant and system that may include review of:
 - i. Plant process, equipment, operation and maintenance
 - ii. Water metering system and operation
 - iii. City water irrigation system and operation
 - iv. City Ski Resort customer snow making equipment and operation
- c. Renewable energy generation project options throughout City facilities
- d. Written recommendations of new construction and operations and maintenance standards for City operations that take into consideration sustainability, energy conservation and lifecycle costs and savings.
- e. Any additional scope of services requested during the implementation of this scope of services will be agreed by both the City and the service provider in written addendum to this agreement.

3. **LIST OF FACILITIES INCLUDED IN AGREEMENT**

Building	Square Footage
Park City Library & Education Center	15,288
Parks & Golf	10,000
Public Works and Bus Barn	27,840
Miner's Hospital Community Center	5,880
Racquet Club	55,811
Quinns Ice Arena	46,000
Quinns Maintenance	4,000
Transit Center	5,000
China Bridge Parking Structure	76,800
New China Bridge	199,000
Quinns Restrooms	600
Gateway Parking	35,572
Recycling Center/ Warehouse	7,000
Miners Plaza / Pocket Park / Restrooms	600
McPollin Farm House, Barn & Shed	11,168
Band Stage	1,375
Cemetery Gazebo	400
Golf Course Cart Storage	4,000
Golf Course Bathrooms	300
High School Restrooms	600
Middle School Fields Restroom	400
Recreation Bldg @ City Park	2,885
Rotary Park pavilion & Restrooms	600
South & City Park Restrooms	440
Old City Hall / Museum	8,000
Total	519,559

4. PROJECT DELIVERABLES

- a. Presentation of audit results to City steering team, City Management and City Council
- b.1. Proposal for Implementation of project that will include
 - i. Baseline of existing energy and emissions use
 - ii. Scope of work for recommended projects, guaranteed maximum pricing for the entire project, guaranteed savings (energy, dollar and emissions) of project opportunities recommended by type throughout City infrastructure
 - iii. Calculation of cost, savings and impact of recommended project/s
 - iv. Lifecycle cost and savings business case analysis for project implementation
 - v. Implementation schedule
 - vi. Implementation performance contract in full
- b.2. Summary Audit Report that will include
 - vii. Methodology and process used for audit
 - viii. Matrix of projects by category ranked by City staff per the criteria for this project and the associated business case
 - ix. List of all projects identified
 - x. List of projects recommended for implementation
 - xi. New construction and operations and maintenance standards recommendations
- b. Any additional project deliverables requested during the implementation of this scope of services will be agreed by both the City and the service provider in written addendum to this agreement.

5. COST OF SERVICES.

- a. The cost for the services described above is \$49,782.78 broken down as follows:
 - i. 311,372 square feet x \$0.015 = \$4,670.58 (garage structures)
 - ii. 231,552 square feet x \$0.10 = \$23,155.20 (traditional facilities)
 - iii. \$5,000 for audit of Spiro Water Treatment Plant
 - iv. \$4,000 for equipment and systems standardization consultation
 - v. \$3,000 for renewable energy application analysis across each facility
 - vi. \$9,956.23 for 25% overhead and profit mark-up on all audit costs listed above.
- b. Any additional project scope additions or deliverable additions and the additional costs associated with them requested during the implementation of this project will be agreed by both the City and the service provider in written addendum to this agreement.



City Council Staff Report

Subject: Snow Creek Workforce Housing
Author: Phyllis McDonough Robinson
Department: Sustainability Team
Date: November 29, 2007
Type of Item: Administrative

Summary Recommendation:

Staff recommends that City Council authorize the City Manager to proceed with Phase I of the Snow Creek Housing Project and execute a Special Service Contract in a form approved by the City Attorney's Office to Elliott Work Group in the amount of Forty Thousand Dollars (\$40,000).

Description:

Topic: Contract Award

Background:

In 2006 Council provided direction to staff to proceed with a feasibility study for workforce housing development on the Snow Creek parcel located behind the new Park City Police Facility. It is an infill site, appropriately zoned for residential development, on the bus route and/or walkable to service areas. At Council direction, a site analysis was completed that provided preliminary geotechnical and infrastructure cost analysis, updated wetland and floodplain studies and potential density analysis. The findings indicated that there is a total effective developable site, once the updated wetlands, floods plains, boundary setbacks and other geographic constraints are taken into consideration of approximately 1.8 acres with an estimated development potential of approximately 24 – 28 town homes. This is a preliminary analysis of development potential and the final site design and density recommendation will be completed as part of Phase I of the Snow Creek Housing Contract.

At the May 10, 2007 City Council work session, Council directed staff to proceed with the development of workforce housing on the Snow Creek parcel. The first step was to obtain an updated survey to confirm the wetlands location on the site. Staff contracted with Wise Earth Consulting to prepare an independent wetlands analysis. This analysis was submitted to the Army Corps of Engineers (ACE) for review in August 2007. Staff received verbal approval of the updated wetlands study from ACE in September 2007. In October 2007 staff issued a Request for Proposals for Architectural and Engineering Services.

The RFP described the project as 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 RFP identified the following set of guiding principles for the development.

- Cost effective to build, durable and practical to maintain
- Results in a high quality, healthy living environment
- Reduces utility costs to residents
- Enhances the residents' connection to nature.
- Protects the environment by conserving resources including energy, water and materials.
- Uses efficient footprints and maximizes space efficiency
- Enhances walkability and trail connectivity
- Advances the health of local and regional ecosystems

Throughout the project the City will promote financially feasible, technologically sound strategies to conserve energy and to surpass current norms for water conservation and waste management and recycling.

- Exceed the IECC 2007 by at least 60 percent
- Achieve a minimum 50 years durability on building materials
- Minimize project waste by reusing/recycling 80% of project waste

A legal notice of the Request for Proposals was published in three issues of the Park Record beginning on October 20. The RFP was also posted on the City's website. Staff also contacted several architectural firms that had previously expressed interest in the project that the RFP was open and available through the City's website.

Staff received the following proposals by the Friday, November 2, deadline: Bryan Bower Architects (Boulder, CO), Kurt Daenitz, Architects (SLC), D.H. Ruggles & Associates (Denver/SLC), Elliott WorkGroup (Park City). A staff committee reviewed the proposals and interviewed the four firms on Monday, November 12.

Analysis:

The selection criteria outlined in the RFP were as follows:

- Team's ability to perform the required services
- Qualifications/expertise of the key personnel on the team
- Past performance and record of successful completion of similar work
- Evidence of availability of staffing to begin work immediately upon Contract award
- Proposed Fee Schedule

The City reserved the right to select the Applicant(s) whose qualifications, in the City's sole judgment best meet the needs of the City.

Staff recommends awarding the contract to Elliott Work Group. Key to the selection of Elliott Work Group is their affordable housing portfolio, the working knowledge of the

community, key stakeholders and the land management code, demonstrated sustainable design practices implemented in residential projects, LEED accreditation of firm members and a competitive cost proposal. There is an aggressive development schedule outlined for this project with a targeted construction start date of May 1, 2008. The selection of EWG alleviates potential time delays in familiarizing a firm with the City and its processes, the community stakeholders, potential issues as well as City goals for this project.

The Scope of Work for the Snow Creek Affordable Housing Project is divided into three phases.

1. Phase I - Planning & Schematic Design
 - a. Program development and development of three design alternatives for the site.
 - b. Definition of the Scope of Work for the project within budget parameters.
 - c. Development of Schematic Design documents and a computer generated rendering of a selected concept plan alternative
2. Phase II – Design Development, Entitlements & Construction Document Development
 - a. Provide Design Development drawings
 - b. Secure necessary approvals from regulatory agencies for permits
 - c. Prepare Construction Document drawings
3. Phase III – Construction Contract Administration
 - a. Construction Contract Bidding Services and Bid Documents
 - b. Performance of Construction Contract Administration during construction
 - c. Record drawings and project manual, including technical specifications
 - d. Performance of Construction Contract Administration for project close out

Staff is requesting Council authorize the City Manager to execute a contract with EWG in a form acceptable to the City Attorney for Phase I of the Scope of Work outlined above in an amount not to exceed \$40,000. Phase 2 (Design Development, Entitlements and Construction Document Development) & Phase 3 (Contract Administration) services will be addressed with a separate contract given positive performance outcomes of this contract.

The site alternatives, preferred site design and density recommendations will be development under Phase I. These recommendations developed during Phase I will be presented to Council and a public hearing will be held. As the property owner Council will need to approve the preferred site design prior to the submission of a Master Planned Development application for this site.

Land Use/Regulatory Approval Process

Nothing in this report or the Council's action pre-supposes any public approvals. Any application will need to be evaluated and either approved or denied with the applicable Land Management Code (LMC) criteria. In providing the requested contract approval, the Council is acting solely in its capacity as property owner.

Department Review: This report was reviewed by City Manager, Legal, Planning and Sustainability Departments.

Alternatives:

A. Approve the Request: Staff recommends that City Council authorize the City Manager to proceed with Phase I of the Snow Creek Housing Project and execute a contract in a form approved by the City Attorney's Office to Elliott Work Group in the amount of Forty Thousand Dollars (\$40,000).

B. Deny the Request: Council may direct staff to rescind the RFP and not award the contract. This would result in the project being removed from the staff's work program.

C. Modify the Request: Council can modify the request to award to include the planning applications as part of the Scope of Work for Phase I. Staff would return with a revised fee schedule for a modified scope of work.

D. Continue the Item: Council could direct staff to return with additional information on the recommended firm, phasing plan or other submission. This would delay the start of the design for the project and have an adverse impact upon the overall project schedule.

E. Do Nothing: This would have the same effect as denying the request.

Significant Impacts

Funds for this contract are available in the Housing CIP. The most significant impact of not moving forward with this project is the potential loss of affordable home ownership options in the City.

Recommendation:

Staff recommends that City Council authorize the City Manager to proceed with Phase I of the Snow Creek Housing Project and execute a Construction Contract in a form approved by the City Attorney's Office to Elliott Work Group in the amount of Forty Thousand Dollars (\$40,000).

Attachments:

Service Provider Contract

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

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____, 2007, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and Elliott Work Group, 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 Forty Thousand (\$40,000) Dollars.

2. TERM.

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

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all "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 with the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

22. SEVERABILITY.

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

conflict therewith, and shall be deemed modified to conform in such statutory provisions.

23. ENTIRE AGREEMENT.

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

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

ADDENDUM "A"

SCOPE OF SERVICES

- I. Services & Deliverables** - The Service Provider will perform Phase 1 Planning and Schematic Design services for the City's Snow Creek Affordable Housing Project. Service and deliverables and estimated time allocation will include:
- a. Program development and development of three design alternatives for the site. The Service Provider shall participate in community meetings and public hearings as is appropriate. The Service Provider shall, with the assistance of the City, develop a list of required approvals and a schedule for submittal and projected approvals, a list of issues that may arise which may impact the Project, such as environmental, geotechnical, or constructability, and identify potential mitigation methods.
200 hours
 - b. Definition of the Scope of Work for the project within budget parameters.
20 hours
 - c. Development of Schematic Design documents and a computer generated rendering of a selected concept plan alternative. The Schematic Design package shall consist of drawings and other documents illustrating: the scale and relationship of project components authorized to be constructed, forms and elements, potential materials, grading, other preliminary design information and an updated project schedule. **100 hours**
- II. Subcontractors.**
- a. The following are sub-consultants to the Service Provider:

- i. Civil Engineering: Evergreen Engineering
- ii. Structural Engineering: BHB Consulting Engineers
- iii. Mechanical: Colvin Engineers
- iv. Electrical: BNA Consulting

It is understood that the above listed Sub-consultants have been selected by the Service Provider and have been approved by the City. Any substitutions of these identified Sub-consultants must be approved in writing by the City

III. Communications

- a. Communications by and with the Service Providers Sub-consultants shall be through the Service Provider.
- b. The City representative will be Phyllis Robinson, who will act on the City's behalf. This representative will be empowered to issue instructions to the Service Provider; to approve the work performed, to authorize additional services, and to suspend or terminate the Service Provider's services. This representative or his/her designee shall attend the regularly scheduled meetings.
- c. The Service Provider's representative will be Craig Elliott, who will act on the Service Provider's behalf.

The outlined tasks, hours, personnel, and fee structure gives the City and Service Provider a necessary outline of tasks and activities involved in Phase 1 Planning and Schematic Design. Should adjustments be necessary to the outlined activities the two Parties will address through written correspondence.

Phase 2 (Design Development and Construction Document Development) & Phase 3 (Contract Administration) services will be addressed with a separate contract given positive performance outcomes of this contract.

City Council Staff Report



Subject: Subdivision No. 1 Millsite
Reservation - Ridge Overlook
Author: Brooks T. Robinson
Date: November 29, 2007
Type of Item: Administrative – Plat Amendment

Summary Recommendations

Staff recommends the City Council open public hearing and discuss the Subdivision No. 1 Millsite Reservation – Ridge Overlook plat amendment. Staff has provided findings of fact, conclusions of law, and conditions of approval in a draft ordinance for the Council's consideration.

Topic

Applicant: Market Consortium, LC. Represented by Jason Gyllenskog
Location: 200 Ridge Avenue
Zoning: Historic Residential Low Density (HRL)
Adjacent Land Uses: Residential
Reason for Review: Plat amendments require Planning Commission review and City Council approval

Background

On June 20, 2006, the City received a completed application for Subdivision No. 1 Millsite Reservation – Ridge Overlook plat amendment. The property is located at 200 Ridge Avenue (between Daly Avenue and the switchback) in the Historic Residential Low Density (HRL) zoning district. The proposed plat combines all or portions of lots 75-89 and 27-32, Block 75 of the Millsite Reservation to Park City, and the vacated half of Anchor Avenue adjacent to these lots into three lots of record and a parcel dedicated to Park City.

After receipt of the application and initial interdepartmental Development Review, staff requested additional information including utility plans, geotechnical report, and changes to the proposed plat. The applicant agreed to work with staff and the adjacent property owners, including the developer of 255 Ridge, to provide further refinements to the plan.

The three lots will be 13,413 square feet, 4,570 square feet, and 4,140 square feet in size. Existing Ridge Avenue crosses the property and will be dedicated to the City in the subdivision as Parcel A. Parcel A will be 6,242 square feet. Ridge Avenue is a substandard street that does not exist within its platted right of way in this location. The lots steeply fall away from existing Ridge Avenue to a lower, relatively level platform where vacated Anchor Avenue was. Historically, several small homes were located on

this flatter area. The property then falls steeply away towards Daly Avenue.

The applicant wishes to combine the lots into three lots of record in order to construct three single family homes. A Steep Slope Conditional Use Permit and Historic District Design Review will be required for each of the proposed homes.

On June 27, 2007, the Planning Commission held a work session discussion on this application. An initial public hearing was held on September 26, 2007. Subsequent to this meeting, the applicant placed "story poles" indicating height of the proposed driveway retaining wall for field review, in lieu of a full Commission site visit. For the October 10th Planning Commission hearing, additional field staking took place locating the lot corners along Ridge Avenue. The Commission asked for further profiles showing the retaining wall relative to Daly Avenue and the houses located there.

On October 24, 2007, the Commission held both a work session discussion and re-opened the public hearing. The Commission came to a consensus on several issues and instructed staff to proceed towards an action based on the direction given.

On November 14, 2007, the Planning Commission forwarded a positive recommendation to the City Council with an amendment to Condition of Approval #8.

Analysis

The subject property is located in the HRL zoning district. The purpose of the Historic Residential Low-Density (HRL) District is to:

- (A) reduce Density that is accessible only by substandard Streets so these Streets are not impacted beyond their reasonable carrying capacity,
- (B) provide an Area of lower Density residential Use within the old portion of Park City,
- (C) preserve the character of Historic residential Development in Park City,
- (D) encourage the preservation of Historic Structures,
- (E) encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District, and maintain existing residential neighborhoods.
- (F) establish Development review criteria for new Development on Steep Slopes, and
- (G) define Development parameters that are consistent with the General Plan policies for the Historic core.

Standards for HRL are:

	Permitted	Proposed
Height	27'	Unknown if height exception will be requested or approved in Steep Slope CUP; otherwise 27'.
Front setback	15'	15'
Rear setback	15'	15'
Side setbacks	5' min, 10' total	5', 10' total
Lot size	3,750 square feet minimum	13,413 square feet, 4,570 square feet, and 4,140 square feet
Footprint	Zone Minimum is 1,519 square feet on a 3,750 square foot lot	3,156 square feet, 1,768 square feet, and 1,640 square feet based on proposed lot sizes
Parking	Two required per lot	Two required per lot

Density, Lot Size, Footprints, and House Size

The Planning Commission, at the October 24th meeting agreed that the proposed density of three lots was appropriate for the challenging site.

The three lots exceed 4,100 square feet in size and could have footprints between 1,640 and 3,156 square feet. Other lots in the immediate area, in the HRL zoning district, have house size limitations. Other combined lots are bound only by the footprint formula. The City Council, in approving the 255 Ridge plat amendment, directed staff to provide analysis on these other lots. This analysis is also germane to the discussion on this application as both of these projects have similar issues. The proposed Lot 1, at 13,413 square feet is larger than any other lot in the area by 1,450 square feet (55 King that has a house size limitation). Based on total square footage of the lot, the possible footprint for lot 1 is 3,156 square feet and would not be compatible with the surrounding limitations.

The Planning Commission agreed that a footprint restriction of 2,200 square feet for lot 1 is comparable to others although larger than the average. Further definition of the house in the Steep Slope CUP process was considered more important than the strict numerical restriction.

The Land Management Code defines Compatibility thusly:
15-15-1.52. Compatible or Compatibility. Characteristics of different Uses or designs

that integrate with and relate to one another to maintain and/or enhance the context of a surrounding Area or neighborhood. Elements affecting Compatibility include, but are not limited to, Height, scale, mass and bulk of Buildings, pedestrian and vehicular circulation, parking, landscaping and architecture, topography, environmentally sensitive Areas, and Building patterns.

The lot size is compatible with the pattern of development in the neighborhood, particularly with the adjacent Anchor Development to the north. These lots have a maximum above ground square footage restriction and two of the closest lots to 255 and 200 Ridge have yet to be built upon. The applicant and staff prepared an exhibit (previously presented to Council) of the surrounding properties in the HRL zone and the HR-1 properties within the 300 foot noticing radius. The following is a summary of the results:

	Lot Size	Lot Sq Ft	Footprint Sq Ft	House Size Sq Ft
HRL Average	0.13 acres	5,677	1,917	2,748
Daly Ave Averages	0.09 acres	4,001	1,535	2,131
Combined Averages	0.11	4,839	1,726	2,439
Proposed Lot sizes/Footprints		13,413 square feet, 4,570 square feet, and 4,140 square feet	3,156 square feet, 1,768 square feet, and 1,640 square feet based on proposed lot sizes	

The study also examined the relationships of the HRL and HR-1 lots, footprints and built house sizes. The HRL zone encourages lot combinations and has a minimum lot size equivalent to two Old Town lots (3,750 sq ft). What is shown is that the HRL averages lot sizes 42% larger than the neighboring HR-1 lots, a 25% larger footprint and a 29% larger house size. Even though the houses and footprints are bigger, there is also greater open space around the houses.

In the sample of HRL and HR-1 lots, there is a correlation between footprint and house size that is similar in both zoning districts. In the HR-1, the house size is 39% greater than the maximum allowed footprint and the HRL houses are 43% larger than the maximum allowed footprints. House size information is from the County Assessor's Office and does not include basements or garages.

The Planning Commission agreed that the two smaller proposed lots and their footprints are compatible with the lot combinations in this area of the HRL zone because the sizes result in building limitations within the range of neighboring properties.

The Planning Commission recommended placing a restriction on the footprint on Lot 1 at a maximum of 2,200 square feet. The Commission further recommended limiting the house size on all three lots, based on the 143% house size to footprint analysis. House size is defined as Gross Floor Area in the Land Management Code and would exclude 600 square feet of garage and areas below the First Story fully underground (ceiling height below final grade). This would equate to 3,146 square feet for lot 1, 2,528 square feet for lot 2, and 2,345 square feet for lot 3 of Floor Area as defined by the Land Management Code. Final determination of floor area compliance could only be made upon receipt of complete plans. The Council should be aware that one 37.5-foot-wide lot remains between 200 Ridge and 255 Ridge.

Access

The Planning Commission recommended providing access to each lot from individual driveways from Ridge Avenue. The Commission found that the proposed retaining wall for the single driveway was not compatible with the historic character and scale of the HRL neighborhood.

The applicant will dedicate to the City 6,242 square feet for Ridge Avenue right-of-way. The three lots have a combined 410 linear feet of frontage on Ridge Avenue or the equivalent of the width of 16 Old Town lots.

Height

Due to the steep terrain, the Planning Commission adopted Staff's recommendation for a condition of approval that only allows a height exception in the Steep Slope Conditional Use Permit process for the eastern portion of the minimum garage depth (20'), where the garage is at the minimum setback (10'), and a historically compatible roof pitch is provided. No other portion of any of the houses may be granted a height exception. In the HRL zone, height is measured both from existing grade and from finished grade around the perimeter of the house. For example, a gable roof that faced east, or downhill, would still need to meet the 27 foot height from finished grade to the peak of the gable, thereby having a two story element plus roof on the downhill side. The applicant agreed to these conditions.

Department Review

This project has gone through an interdepartmental review. Issues that were brought up at that time have been addressed. The utilities for this project and the nearby proposal at 255 Ridge Avenue have been designed together. However, 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

The September 26th public hearing elicited several neighborhood comments from residents on Daly Avenue. No further comments were received at the October 24th or November 14th hearings. During the discussion of the nearby 255 Ridge application, there was public comment regarding this site as well.

Alternatives

- The City Council may approve the Subdivision No. 1 Millsite Reservation- Ridge Overlook plat amendment as conditioned or amended (**This is the recommended alternative**), or
- The City Council may deny the Subdivision No. 1 Millsite Reservation- Ridge Overlook plat amendment and direct staff to make Findings for this decision, or
- The City Council may continue the discussion on Subdivision No. 1 Millsite Reservation- Ridge Overlook plat amendment, or
- The City Council may remand the item back to the Planning Commission for specific discussion on topics and/or findings.

Significant Impacts

There are no significant fiscal impacts to the City from this application. Construction on the site will require a detailed Construction Mitigation Plan in order to protect the houses on Daly Avenue below the site. A geotechnical report has been submitted and reviewed. Each of the lots will require a Steep Slope Conditional Use Permit and Historic District Design Review.

Consequences of not taking the Suggested Recommendation

The lots would remain as currently platted. The HRL zone requires a minimum of 3,750 square feet of lot area and the individual lots do not comply with this standard. The Board of Adjustment could grant a variance to lot size. Any house would require a Steep Slope Conditional Use Permit and would be reviewed for compliance with the Historic District Design Guidelines.

Recommendation

Staff recommends the City Council open public hearing and discuss the Subdivision No. 1 Millsite Reservation – Ridge Overlook plat amendment. Staff has provided findings of fact, conclusions of law, and conditions of approval in a draft ordinance for the Council's consideration.

Exhibits

Ordinance with Plat

Ordinance No. 07-

AN ORDINANCE APPROVING THE SUBDIVISION NO. 1 MILLSITE RESERVATION - RIDGE OVERLOOK PLAT AMENDMENT LOCATED AT 200 RIDGE AVENUE, PARK CITY, UTAH.

WHEREAS, the owners of the property located at 200 Ridge Avenue have petitioned the City Council for approval of the Subdivision No. 1 Millsite Reservation – Ridge Overlook plat amendment; and

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

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

WHEREAS, the Planning Commission held public hearings on September 26, October 24 and November 14, 2007, and conducted a site visit on October 10, 2007, to receive input on the Subdivision No. 1 Millsite Reservation – Ridge Overlook plat amendment; and

WHEREAS, on November 14, 2007, the Planning Commission forwarded a positive recommendation for Subdivision No. 1 Millsite Reservation – Ridge Overlook plat amendment; and

WHEREAS, on November 29, 2007, the City Council held a public hearing to receive input on the Subdivision No. 1 Millsite Reservation – Ridge Overlook plat amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Subdivision No. 1 Millsite Reservation – Ridge Overlook plat amendment plat amendment.

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 Subdivision No. 1 Millsite Reservation 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 property is located at 200 Ridge Avenue.
2. The zoning is Historic Residential Low density (HRL).
3. The proposed plat combines all or portions of lots 75-89 and 27-32, Block 75 of the Millsite Reservation to Park City, and the vacated half of Anchor Avenue adjacent to these lots into three lots of record and a parcel dedicated to Park City.

4. The three lots will be 13,413 square feet, 4,570 square feet, and 4,140 square feet in size. The lot sizes are consistent with lot sizes in the neighboring HRL zone.
5. Existing Ridge Avenue crosses the property and will be dedicated as a public right of way to the City in the subdivision as Parcel A. Parcel A will be 6,242 square feet. Ridge Avenue is a substandard street that generally does not exist within its platted right of way.
6. Code maximum footprints for the proposed lots are 3,156 square feet, 1,768 square feet, and 1,640 square feet based on proposed lot sizes.
7. The average lot size in the HRL zone in the area is 5,677 square feet. The average footprint in the HRL and HR-1 zones around the property is 1,917 square feet with an average house size, excluding basements and garages, 2,748 square feet.
8. The lot 1 footprint at 3,156 square feet is not compatible with neighboring properties because the footprint is 65% larger than the average for the area.
9. Built houses sizes in the HRL district around the subject property have an average square footage of 143% of the footprint..
10. The lots have slopes greater than 30% and a Steep Slope Conditional Use Permit will be required for each of the proposed homes.
11. All homes within the HRL zoning district require Historic District Design Review.
12. A 25-foot public utilities easement is proposed on the eastern property line of the three lots. No house construction can encroach into the easement.
13. The applicant stipulates to the Findings, Conclusions, and Conditions.

Conclusions of Law:

1. There is good cause for this plat amendment because, as conditioned, all or portions of 22 lots will be combined to create three lots of record and a parcel consisting of a portion of Ridge Avenue will be dedicated to the public.
2. The plat amendment, as conditioned, is consistent with the Park City Land Management Code and applicable State law regarding subdivisions.
3. Neither the public interest 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 plat amendment 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 plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void.
3. A final utility plan is required to be approved by the City Engineer prior to plat recordation.
4. A financial security for public improvements, in an amount approved by the City Engineer and in a form approved by the City Attorney, is required prior to plat recordation.

5. A snow shed easement or roof design acceptable to the Chief Building Official will be required at the time of a Steep Slope CUP.
6. A note will be added to the plat that requires the installation of Modified 13-D sprinklers in each house.
7. Construction mitigation plan, which will include controlling loose rocks, must be approved prior to granting building permits.
8. A plat note will be added to restrict the Lot 1 to a maximum footprint of 2,200 square feet. Lots 2 and 3 maximum footprints are to be limited to 1,768 and 1,640 square feet.
9. A plat note will limit the maximum house Floor Area, as defined by the Land Management Code, to approximately 143% of the maximum footprint area. The Maximum Floor Area will be as follows: Lot 1: 3,146 square feet; Lot 2: 2,528 square feet; Lot 3: 2,345 square feet.
10. The garage element must be at the front setback, cannot exceed the minimum depth as allowed by Code, and must have an appropriate pitched roof (8:12 or greater). A height exception for the garage only may be granted if it meets the preceding criteria.
11. No other portion of the house is eligible for a height exception.
12. Except for Condition of Approval #10, nothing herein limits the scope of review by the Planning Commission during their review of a Steep Slope Conditional Use Permit.
13. Driveways into the garages whose elevation is above the adjacent Ridge Avenue grade cannot exceed 1/4-inch per foot, the minimum slope necessary for drainage away from the garages.
14. The Public Utility Easement shall not be used as driveway access to the lots unless specifically approved by the Planning Commission during Steep Slope Conditional Use Permit review. Otherwise, driveways shall access Ridge Avenue from the western property lines of each lot.

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

PASSED AND ADOPTED this 29th day of November, 2007.

