AMENDED

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
September 21, 2017

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, September 21, 2017.

CLOSED SESSION

2:00 p.m. To Discuss Property, Personnel and Litigation

STUDY SESSION

4:45 p.m. – Annual Special Event Advisory Committee Update PAGE 4

5:45 p.m. – Break

REGULAR MEETING

6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports:

- Bioregional Planning Study with Utah State University PAGE 25
- Utah Climate Week PAGE 32

III. PUBLIC INPUT *(ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)*

IV. CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from August 31, 2017 PAGE 36

V. CONSENT AGENDA

1. Request to Approve a Professional Services Agreement with Alliance Engineering in the Amount of $29,000 in a Form Approved by the City Attorney for Engineering and Construction Management Services Related to Temporary Park and Ride Improvements at 1875 Homestake Road PAGE 53

2. Request to Grant an Exclusive Utility Easement Across City Property to Dominion Energy, in a Form Approved by the City Attorney, for the Benefit of 1450/1460 Park Avenue PAGE 64

3. Request to Authorize the City Manager to Execute a Construction Agreement, in a Form Approved by the City Attorney, with SKM, Inc. for the SCADA Integrator Services for Creekside Water Treatment Plant Project in an Amount Not to Exceed $74,533.00 PAGE 72

4. Request to Accept the Art for All Piano Donations into the Public Art Collection and Authorize the City Manager to Enter into a One Year Professional Services Agreement with Mark Maziarz for Maintenance of the Pianos in an Amount Not to Exceed $2,000.00 PAGE 82

VI. NEW BUSINESS

1. Consideration to Approve Ordinance 2017-50, an Ordinance Approving the Second Amended Sunnyside Subdivision Lot 11 Plat Amendment, Located at 606 Mellow Mountain Road, Pursuant to Findings of Fact, Conclusions of Law, and Conditions of Approval and in a Final Form Approved by the City Attorney PAGE 102

(A) Public Hearing (B) Action

2. Consideration to Authorize the City Manager to Execute a Professional Services Agreement with Ward Engineering Group for Design and Construction Engineering Management Consultant Services for the Rossi Hill Drive OTIS Project in a Form Approved by the City Attorney and for an Amount of $174,018 PAGE 126

(A) Public Hearing (B) Action

3. Consideration to Adopt Resolution 26-2017, a Resolution of the City Council of Park City, Utah, Authorizing the Issuance and Sale of Not More Than $40,000,000 Aggregate Principal Amount of Sales Tax Revenue Bonds; and Related Matters PAGE 141

(A) Public Hearing (B) Action

4. Consideration to Adopt Resolution 27-2017, a Resolution of the City Council of Park City, Utah Approving the Acquisition and Construction of Certain Housing Improvements; Approving and Authorizing the Execution of an Agreement Between the City and the Redevelopment Agency of Park City; and Related Matters PAGE 167

(A) Public Hearing (B) Action

VII. ADJOURNMENT

VIII. PARK CITY REDEVELOPMENT AGENCY MEETING

I. ROLL CALL

II. PUBLIC INPUT *(ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)*

III. NEW BUSINESS

1. Consideration to Adopt Resolution RDA 02-2017, a Resolution of the Governing Board of the Redevelopment Agency of Park City, Utah Approving the Acquisition and Construction of Certain Housing Improvements; Approving and Authorizing the Execution of an Agreement Between the Agency and Park City, Utah; and Related Matters

PAGE 178

(A) Public Input (B) Action

IX. ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4:00 p.m. to 9:00 p.m.
Posted: See: www.parkcity.org

DATE: September 21, 2017

TO HONORABLE MAYOR AND COUNCIL

Over the last year, SEAC has worked to provide community perspective with regards to the balance of the overall event calendar, as well as, provided valuable debrief information to help staff implement increased mitigation strategies to reduce impacts of events on our community.

Staff has facilitated a conversation with SEAC regarding their goals for the next year, as well as, tools, and questions for Council.

Respectfully:

Jennifer Diersen,

City Council
Staff Report

Subject: Annual Special Events Advisory Committee Update
Author: Jenny Diersen, Special Events & Economic Development Program Manager
Department: Special Events
Date: September 21, 2017
Type of Item: Study Session - Informational

Summary Recommendation

City Council should conduct their annual update with SEAC. Council should discuss the following:

1. Proposed SEAC policies
2. SEAC's proposed goals for the next year
3. SEAC's questions for Council

Executive Summary

Special Events are a vital part of creating a complete community. They create a sense of place, thriving mountain community and inclusive and healthy community. The success of building a year round event calendar has also created increased impacts to the community which need to be mitigated for.

Over the last year, SEAC has worked to provide community perspective with regards to the balance of the overall event calendar, as well as, provided valuable debrief information to help staff implement increased mitigation strategies to reduce impacts of events on our community.

Staff has facilitated a conversation with SEAC regarding their goals for the next year, as well as, tools, and questions they have for Council.

Acronyms

SEAC – Special Events Advisory Committee

The Problem and the Opportunity

It is Park City's successful economic and cultural models, combined with our unique setting that continue to drive increased visitation and growth in population to the Park City area. As our community continues to grow, it is this success that exacerbates challenges and impacts on a day-to-day basis, which are magnified during Special Events.

There is an opportunity to guide the role of Special Events in our community with regards to economic, cultural and community benefits, as well as, mitigation strategies.

Background

<u>The City Council has considered these items related to Special Events and SEAC many times. A detailed list of those meetings is included as Exhibit B.</u>

Building the Special Event Calendar has long been a primary economic development focus to provide vitality to the community year round. Before the Olympics and immediately after, many people left after the winter season to find jobs, as stores and restaurants closed their doors outside of the winter season. This is still the case in many ski resort towns across the nation.

Through work of many community partners, a successful, year-round, thriving mountain community has evolved. As the community partners and staff have worked to create this year round economy, they have also grown a community, culture and a sense of place. Many of Park City's special events are representative of Park City's unique and authentic identity and they represent a financial lifeline to many non-profits.

The Special Event Department continues to work on a number of efforts to increase the efficient management of events with a strong focus on strategies to mitigate impacts. At the crux is balancing positive economic and community outcomes and impacts that events cause.

On March 19' 2015, City Council authorized staff to notice the formation of the Special Event Advisory Committee (SEAC), which was formalized by adopting Resolution 05-15. On November 17, 2016 City Council adopted changes to the structure of SEAC, adopting resolution 22-2016, creating a community represented committee, removing business stakeholders from the committee.

In September of 2016, City Council gave staff direction to "take the foot off the gas pedal" regarding special events and the following goals were affirmed by the City Council:

- Reduce event impacts on residential neighborhoods;
- Create a tool for evaluating and prioritizing events;
- Increase community participating in event debriefing;
- Efficiently utilize City resources

Analysis

Balancing the opportunities and challenges that events bring is complex. With input from both SEAC, and business perspective, the Special Events Department has worked to increase mitigation efforts to better balance the overall event calendar, reduce community impacts that individual events create, and increase community benefits of events. Specifically, staff has implemented these strategies in the following ways:

- SEAC evaluate the event calendar;
- Hold event applicants responsible for minimizing community impacts through increased mitigation efforts; and
- City Council reduced the City's role in facilitating events through changes to the Fee Reduction Policy.

SEAC's role is to advise and provide recommendations to City Council from a community perspective regarding event debrief, event prioritization and threshold and city service fee reduction policy in Park City.

- **Event Threshold/ Prioritization** – Make recommendations on the overall event calendar and whether acceptable thresholds levels are being exceeded.
- **Event Resource Assistance** – Make recommendations on the Fee Reduction Policy for City services. SEAC no longer makes recommendations on amounts of Fee Reduction to be approved.
- **Event Debrief** – Provide information on event performance once the event is complete.

The City Council still retains full authority over event approvals, including smaller events which they have delegated their approval authority to staff.

- Staff evaluates each Special Event Application based on section 4-8 of the municipal code.
    - Staff has the authority to approve/deny Level 1, Level 2 or Level 3 Special Events which have not substantially changed, year over year.
    - Staff makes recommendations to City Council regarding the approval/denial of any new Level 3 Special Event or any Level 3 Special Event with substantial changes.
- City Council has the authority to approve new Level Three Special Events, or Level Three Special Events that have substantial changes.

- City Council retains the final authority for any appeals regarding Special Event denials.

Staff has worked to help SEAC understand their role to make recommendations based on community perspective. Over the last year, SEAC's work has helped to:

- Influence recommended changes to the Fee Reduction Policy, placing priority on events that mitigate environmental and transportation impacts, as well as events that provide community benefit.
- Provide perspective with regard to community impacts of individual events, allowing staff to create and implement increased mitigation strategies, specifically with regards to residential traffic mitigation, increased alternative transportation options to events, increasing sustainable efforts at events, and building greater community involvement at events.
- Create balance to the overall event calendar, allowing staff to separate events that were normally held on the same day to decrease the high impacts, and created weekends during the peak season of summer, when events are community focused, and decreased the intensity of event impacts.
    - June 23 weekend – focused on creating a community event weekend.
        - Park City Skate Series – A Park City Rec Event that encourages youth of all ages to participate in a local skate competition at City Park (150 participants).
        - Your Barn Door is Open – A Friends of the Farm event that celebrates historic preservation.
        - Children's Justice Center BBQ – A new level 2 event that raised funds for the Children's Justice Center, a local non-profit organization.
        - Major events included concerts at Deer Valley, and Park Silly Sunday Market.
    - July 27, 28, 29 – worked to move Extreme Soccer to this weekend, to separate out from other large event weekends in August to reduce transportation impacts of the events existing on the same day.
        - Moved Extreme Soccer to the last weekend in July, so that it did not conflict with either the Park City Kimball Arts Festival or Tour of Utah as it has in years past.
    - August 13th – focused creating a break in event calendar with no event scheduled.
        - Park Silly Sunday Market took a weekend off, as normally this would have been the Tour of Utah. This provided the community a break on the Sunday during the summer event season.

SEAC confirmed the following statement at the June and August 2017 SEAC meetings:
There may be times when the community perceives the comfortable carrying capacity for events is being exceeded.

SEAC's goals for the next year include:

- SEAC will strive to measure Comfortable Carrying Capacity with a broad community perspective using the following tools:
    - Community Survey – staff is working to create a statistically relevant survey for the community that will help put data analysis around the anecdotal comments regarding events and create a baseline of information regarding community benefit and impacts of events.
    - Special Event Calendar to record SEAC members' perception of comfortable carrying capacity.
    - Continue to debrief events using event debrief tools.
    - Public Input – At meetings and encouraging community members to give feedback regarding events.
- SEAC will identify and convey perspective to staff, so that they can mitigate events and balance the calendar.

SEAC's questions for Council include the following:

1. Does City Council have a goal to have events year round?
2. Should SEAC focus on gaining feedback and perspective specifically in the City or County-wide?
3. Does City Council agree with SEAC's proposed goals and tools to measure community perspective over the next year?

Special Event Department Analysis

It is has been challenging for staff to find a balanced way to prioritize the busy event calendar. Special events are an important part of community vitality with regards to encouraging economic diversity and arts and culture. An analysis on Special Events can be found as Exhibit D.

- Ninety percent (90%) of the City's events are organized by or benefit local non-profit organizations, benefiting community culture, ensuring community programs and facilities, and economic diversity.
- Creating a balance in an event applicant's for profit or non-profit status is important. Some people may view partnering with non-profits as an organizer's attempt to gain event and fee reduction approval, when there isn't a clear nexus between focus of event and the non-profit. Furthermore, much of the time, for profit organizations can budget for and implement increased mitigation requirements.
- Staff is concerned that some of the community perception of impacts is based upon the increased growth in the City, and not necessarily event specific. Staff continues to caution SEAC to keep focused on events, and not overall feeling of town.
- The impacts of special events often cause a magnifier for what could happen as town continues to grow if not properly mitigated and balanced. Events bring the ability to focus on increased mitigation strategies, specifically with regard to traffic, congestion, energy and sustainability measures. Increased mitigation requirements have increased the costs for event applicants including City Services as well as operational costs for the event specifically.
- In September of 2016, City Council gave direction to 'take the foot off the gas pedal' and reduce event impacts to the community. While the work of SEAC has helped staff reduce impacts, staff has approved and permitted an additional nine (9) events over the last year.
- Staff received an additional nine (9) applications or inquiries from event applicants that were not permitted.

After this study session, staff intends to return to Council in a work session to discuss the following:

1. Should staff continue to focus our broad strategy on mitigating Special Events that are compelling due to community, cultural and economic benefits, or should staff consider shrinking the event calendar through higher deployment of other, existing tools to reduce the number of Special Events in Park City?
2. What is the City's role in enabling and facilitating Special Events given the evolution and growth of the resort economy, the City and the broader community?

Council's discussion should focus on SEAC's proposed goals, tools and questions will make an overall impact on the threshold of events in Park City. It is important to remember that the discussion will:

- Effect on individual events across the event calendar;
- Will have an effect on our local businesses, nonprofits, community partners and neighboring jurisdictions;
- Effect economic and cultural vitality.

Alternatives for City Council to Consider

Recommended Alternative
City Council should conduct their annual update with SEAC. Council should discuss the following:
1. Proposed SEAC policies
2. SEAC's proposed goals for the next year
3. Questions for Council

Department Review
The Special Events, Economic Development, Executive, Budget and Legal Departments have reviewed this report. Community Engagement, Building, Transportation Planning, Streets, Police, Transit, Parking Services and Public Works have not reviewed this report but are aware of the conversation this evening.

Funding Source
No funding is necessary for the members of the Special Events Advisory Committee. Members are not compensated.

Special Events are funded through the General Fund.

Attachments
Exhibit A	SEAC DRAFT Policies
Exhibit B	Special Event Background
Exhibit C	SEAC DRAFT Goals, Tools and Questions for Council
Exhibit D	Special Event Analysis

Special Events Advisory Committee (SEAC)
Policies & Procedures

Purpose of SEAC

The Mayor and City Council appointed an advisory committee, to be referred to as the Special Events Advisory Committee (SEAC), to advise and make recommendations to City Council from a community perspective on Special Events being permitted within Park City. SEAC provides recommendations to the City Council regarding events that will create a diverse and well balanced offering to the local community. SEAC makes recommendations regarding city service fee reduction policy, as well as, makes recommendations regarding the review of events with regards to citywide carrying capacity threshold and prioritization, as well as overall event review and performance evaluation.

SEAC's purpose is to provide recommendations to City Council and staff on the following regarding the review of Special Events. SEAC does not have the authority to review proposed new events:

- Event Threshold/ Prioritization – Discuss, review and prioritize event threshold levels in regards to event types, venue guidelines, and total number of events, and prioritize events that fall on the same calendar day as well as event conflicts during the calendar year.
- City Service Fee Reduction Policy – Make recommendations regarding Special Event City Service fee reduction policy. SEAC will not make recommendations regarding fee reduction amounts, but will make recommendations regarding policy changes.
- Event Debrief – Provide feedback on event performance once the event is complete including both successes and challenges of the event

Recommendations made by SEAC will be brought by staff to either the City Manager or his/her designee or City Council for final approval. The City Council may refer particular matters regarding Special Events to the Committee for discussion, public input and recommendations.

The SPECIAL EVENTS ADVISORY COMMITTEE (SEAC) is created by Resolution 05-15, and amended by Resolution 16-22, attached as Exhibit A and incorporated herein. SEAC's role is advisory to City Council.

SEAC shall meet on a monthly basis throughout the year on the third Wednesday of each month. Meetings are held from noon to 2:00 p.m. at the Park City Library, Community Room. Special Meetings may be called.

SEAC Composition

<u>Voting Members</u>

SEAC is comprised of seven (7) voting members. Only voting members are allowed to make a motion and to vote on items as agenized. Committee members are not to be compensated. Seven (7) At Large Community Members are appointed by the Mayor with the advice and consent of the City Council and must reside within the municipal boundaries of Park City.

At-Large Community Members

The seven (7) at-Community Members should represent a cross section of various neighborhood areas throughout Park City. Each Community Member shall be appointed to a three-year term, although for the initial term two (2) members will be appointed for two (2) years and two (2) members will be appointed for three (3) years in order to stagger the appointments. Members shall serve no more than two (2) consecutive terms. Terms begin on July 1 and end on June 30. Community Members shall continue to serve until their successors are appointed.

Staff & Council Members (Non-Voting)

Park City Council Liaison

- Communicate to the Committee regarding event issues brought to Council's attention, or acted on by Council.
- Notify Council of event issues brought to the Committee by citizens.
- Align Committee priorities with Council goals.

Park City Municipal Staff Member(s)

- Manage administrative needs of the Committee including, drafting, posting and distributing agendas for each meeting and bring agenda and minutes to be approved to meetings with necessary attachments or supporting documents.
- Communicate with Committee Members regarding Committee Business, including policies, research, outreach and event information.
- Provide input and serve as a resource for the Committee and provide input to the City related to, or at the request of the Committee.
- Prepare and present Staff Reports on recommendations to the City Manager or City Council.
- Coordinate Public Relations and Media or Communications Plans on behalf of the City and Special Events Advisory Committee.
- Coordinate communication with other City Departments on projects and assist in obtaining department approvals with regards to Events related activities.
- Provide feedback to the City Council on the work of the Committee.

Community Involvement

Meetings are open to the public subject to the State Open Public Meetings Act. Each monthly meeting shall provide time within the agenda for public input. The Special Events Advisory Committee (SEAC) supports holding public informational meetings to assess the community's vision for and periodic review of Special Events.

Expectations of SEAC

Meetings typically last two (2) hours. Members are expected to be timely. Agendas and any necessary meeting materials or packets are distributed several days in advance and members are expected to read the information prior to the meeting in order to facilitate a shorter meeting. SEAC members should expect to participate in 5 to 10 hours of work each month outside of meetings.

SEAC members shall:

- Participate in and adhere to the annual Open Meetings Training provided by the Legal Department, review the Park City Officials Handbook, sign oath of office and disclosure statement.
- Attend City Council meetings or community functions as appropriate discussions or occasions arise.
- Annually appoint a Chair and Vice Chair. The Chair is responsible for running meetings, including keeping the board focused on agenda items, and summarizing motions or consensus that the committee makes for minutes. Additionally the Chairs may assist the staff liaison in

setting meeting agendas and presenting at City Council or community events. At times when the Chair cannot perform these duties, the Vice Chair will be asked to fill in.

- All voting members shall make efforts to adhere to the attendance policy. Two (2) absences in a total year are allowed. The members who are absent more than the allowed limit may be reviewed by the Special Events Advisory Committee. Should the Special Events Advisory Committee find reason to recommend removal of the member that does not uphold the attendance policy, City Council shall review the matter and confirm or deny the recommendation.

The committee shall not soley represent their own individual viewpoints. In order to best represent the community, SEAC must endeavor to communicate with – and seek input from – the community. SEAC seeks input from the community including residents and locals and should make effort to receive input from various perspectives and inclusive perspectives. Once a recommendation or consensus has been made by the committee, the committee speaks with one voice when representing the opinion of the Committee.

Once a committee decision has been made (rather by vote or consensus), regardless of their personal viewpoint, committee members shall not speak against, or in any way undermine the committee solidarity.

Committee members' contributions to discussions and decision-making shall be constructive. Interactions in meetings shall be courteous and respectful.

All voting members are expected to be in attendance of meetings, as meeting dates and times are published a year in advance. If members cannot attend, they should contact the City Staff Liaison no later than three days in advance, or as soon as they are aware they cannot attend the meeting.

Prior to initiating staff time or resources on a new program or policy, the Committee shall vote on a recommendation to proceed. Special Task Forces for the study of particular issues with regards to Special Events may be created by staff. The City Manager or the City Council shall provide final decision on whether to proceed or not. Task Force members may include members of the Special Events Advisory Committee, but a quorum of the Special Events Advisory Committee cannot be held during such meetings. The taskforce will serve until they have completed the work for which they were appointed or until their successors are appointed.

The Committee may request background information from the Special Events staff, but such requests shall typically occur at meetings and information shall be requested by the Committee as a whole, and all members of the Committee shall receive a copy of the information.

Committee members shall use reasonable efforts to communicate independent research material and ex parte information received from the public with record to all other Committee members.

The Committee shall meet annually with the City Council as part of the Council's visioning workshop or through a combined meeting, or as otherwise directed by the Council, to receive updated City goals and direction from the City Council.

If appropriate, the Committee may provide recommended revisions to this policy, though City Council shall have final approval authority regarding such policies.

Conducting Business

The Committee shall not conduct any business at a meeting unless the meeting is noticed and quorum is present at the site of the meeting. A quorum shall consist of a simple majority of the voting members, which for SEAC is no less than 4 (four) voting members at the site of a meeting.

Committee members are responsible for disclosing any conflicts of interests with regards to their association with particular Special Events or businesses.

Electronic Participation is allowed and shall be counted as attendance, however, in order to participate electronically, there must be a quorum at the meeting site (for SEAC, this is 4 members at the site of meeting).

- Committee members are responsible for notifying the City Staff Liaison regarding Electronic Participation no later than three (3) business days in advance of their absence so that electronic connections and necessary documents can be acquired.
- No more than one (1) form of electronic voice or video participation shall be permitted at a meeting.
- Committee members may not participate electronically through electronic mail (email) or text message.
- Committee members are not permitted to send text messages or electronic mail (email) regarding committee business to other committee members or members of the public during meetings.

Closed meetings may only be held for purposes authorized by U.C.A. 54-4-5, as amended. A quorum for the transaction of business shall be a simple majority of the Committee Members.

Minutes and recordings shall be kept at all meetings.

Resolution 22-2016

RESOLUTION AMENDING THE SPECIAL EVENT ADVISORY COMMITTEE BY ADDING MEMBERS TO ADVISE COUNCIL ON HOSTING EVENTS THAT WILL CREATE A DIVERSE AND WELL BALANCED OFFERING TO THE LOCAL COMMUNITY

WHEREAS, Park City hosts events that further Park City's role as a world class, multi seasonal destination resort while maintaining a balance with our sense of community, and;

WHEREAS, Park City supports the continued success of the multi-seasonal tourism economy while preserving the community character that adds to the visitor experience;

WHEREAS, Park City will continue to grow as an arts and culture hub encouraging creative expression;

WHEREAS, Council has a goal to create a sense of community and thriving mountain community;

WHEREAS, Clear communication and coordination between local non-profits, committees and organizations and the City Council is vital to the overall success and fabric of the Park City community.

NOW THEREFORE, be it resolved by the Park City Council as follows:

1. The City Council will appoint an advisory committee, to be referred to as the Special Event Advisory Committee (SEAC), to advise and make recommendations to City Council regarding prioritization and threshold, city services and debrief of special events in Park City.

2. The City Council shall appoint 7 at large community members to serve on the committee. These community members must reside within City limits. The 7 at large members should represent a cross section of various neighborhood areas throughout Park City. Each at large member shall be appointed to a three year term, although for the initial term 2 members will be appointed for 2 years and 2 members will be appointed for 3 years in order to stagger the appointments. Members shall serve no more than two consecutive terms.

This Resolution shall become effective upon adoption, dated this 17th day of November 2016.

PARK CITY MUNICIPAL CORPORATION

Mayor Jack Thomas

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

City Attorney's Office

Exhibit B - Special Events History

Long before Park City became a renowned mountain resort destination, it was primarily known as a mining town. In the late 1860s, prospectors discovered silver, gold and other valuable ore in the surrounding mountains. Shortly thereafter, miners flooded the area and set up a boom town – Park City. Mining activities continued until the 1970s. Today, Park City is home to two world-class resorts: Deer Valley Resort and Park City Resort.

Events are an important part of our community - from recreational and cultural events, sun to snow, and international to local.

The Special Events Department is part of the Sustainability and Economic Development Department within the City of Park City. We create a place to work, live and play that strengthens the character and vibrancy of our community. Our goal is to create a balanced and viable mountain resort community. The Special Events Department issues permits for events held within Park City and coordinates with community partners, neighborhoods and surrounding cities and counties to minimize any negative impacts of planned events.

Special Events are complex and are a coordinated effort by many entities. The Special Events Department works with event applicants to facilitate events and assist them with city regulations and mitigations. Special Events are approved as per section 4-8 of the Park City Municipal Code. In addition, the Staff works closely with various city, county and state departments as well as residents and community partners to make the events possible and minimize impacts on residents and visitors in Park City.

In 2002, Utah hosted the Olympic Winter Games with great success. The unsung heroes of the Olympics were the thousands of volunteers who dedicated much of their Olympic involvement to ensuring a wonderful experience for others and creating memories that will last a lifetime. 175 city volunteers contributed more than 6,000 hours to the games, or the equivalent of 750 working days (and this figure doesn't even count the public safety volunteers).

Annually, each January, Park City hosts the internationally renowned Sundance Film Festival. This event brings film, music and art lovers from around the world to Park City for ten days. Since 1985, hundreds of films launched at the Sundance have gained critical recognition, received commercial distribution, and reached worldwide audiences eager for fresh perspectives and new voices. Year after year, Sundance pursues new ways to introduce more people to the most original and authentic storytelling.

The Miner's Day Celebration (Labor Day) has been running for more than 100 years. It is currently organized by the Park City Rotary group and benefits the more than 80 nonprofits in the City and County.

Each year the Special Events Department permits more than 70 events in Park City, for an average of 130 event days. Though the number of Special Event Permits stays around the same each year, annual total attendance at Park City's events is growing rapidly at a rate of 5 to 8 percent per year.

- 80% of the events in Park City are organized by non-profit organizations.
- 25% of the events in Park City use the beautiful and diverse trail systems.
- 43% of events in park City affect Historic Main Street.
- 33% of events use Park City School District property, facilities or fields.

Special Event Fee Reduction Policy

Park City Municipal Corporation is committed to facilitating Park City's community, cultural and economic vibrancy by hosting special events, while mitigating for the impact of these events. As pertains to section 4-8-9 of the Park City Municipal Code, the City annually allocates up to two hundred thousand dollars ($200,000) to be used to reduce City Service Fees required for Special Events. Fees eligible to be reduced include the following City Service Fees: Special Event Application, Building Permit, Facility or Equipment Rental, Public Safety Personnel, Field and Park Rental, Special Use of Public Parking Permit, and Trail Use. Fee reduction requests for Special Events must be filled bi-annually, unless otherwise approved in a City Services agreement by the City Council. Approval of any fee reduction for any Special Event application shall not create precedent for future requests. In order to be eligible for a Special Event Fee Reduction, applications must be filled out in their entirety. Incomplete applications will not be considered.

A. **Special Event Fee Reduction Evaluation Criteria**
   Eligibility for a full or partial fee reduction shall be determined by the City based on the following criteria, none of which shall be individually controlling.
   1. **Criterion 1:** Charges event admission or fees for participation, and policy for attendees or participants unable to pay such fees;
   2. **Criterion 2:** Provides free programs to the community, or raises funds for organizations or free programs, benefitting local youth, seniors or underserved constituents;
   3. **Criterion 3:** Provides economic opportunities to the community including, positive tax benefits, raises funds or provides revenue opportunities to the city to offset City services and costs required by the event;
   4. **Criterion 4:** Provides community and/or economic opportunities during the off season.
   5. **Criterion 5:** Demonstrates extraordinary efforts to reduce and mitigate environmental, transportation and residential impacts associated with the event consistent with adopted City Council priority/policy goals and the General Plan.
   6. **Criterion 6:** Demonstrates that the imposition of fees would create a financial hardship on the Applicant or would have a detrimental effect on services provided to the public.

Fee Reduction applications will be evaluated by the City departments which they directly impact and will be submitted to the City's Special Events Department. Special

Events staff will make a recommendation to the Economic Development Manager and Budget Manager(s) and the City Manager. The City Manager may approve fee reductions up to twenty five thousand dollars ($25,000). If the total fee reduction request exceeds twenty five thousand dollars ($25,000), or includes city service fees other than those indicated above, the request must be approved by City Council in a Public Meeting or through an approved City Services Contract. Appeals may be brought to the Special Events Department with final authority by the City Council.

B. Special Event Fee Reduction Appropriations

The City currently reduces fees for Special Events through collaboration with multiple city departments. Of the fees required for city events, no more than two hundred thousand dollars ($200,000) per annum will be waived; allocation of fee reductions will be determined at the sole discretion of the Economic Development and Budget Manager(s), City Manager or City Council. Unmet thresholds at the end of a year will not be carried forward to future years.

C. Special Event Fee Reduction Categories

Applications for Special Events Fee Reductions will be placed in five potential categories for tracking and evaluation processes. Categorization is determined by the event meeting at least one criterion listed for each category:

1. Local/Community Cultural Event: Events of or relating to artistic or social pursuits, hosted by organizations from Summit and Wasatch counties, and including vendors and/or participants and marketed to audiences within the state of Utah;
2. Local/Community Recreational Event: Events of or relating to sporting or competitive pursuits, hosted by organizations from Summit and Wasatch counties, and including vendors and/or participants and marketed to audiences from within the state of Utah;
3. Regional Cultural Event: Events of or relating to artistic or social pursuits, hosted by organizers from Utah counties including Summit and Wasatch counties, or from states including but not limited to Colorado, New Mexico, Arizona, Nevada, Idaho, Wyoming, or Montana, and including national vendors and/or participants and marketed to national audiences;
4. Regional Recreational Event: Events of or relating sporting or competitive pursuits, hosted by organizers and including vendors and/or participants from Utah counties including Summit and Wasatch counties, or from states including but not limited to Colorado, New Mexico, Arizona, Nevada, Idaho, Wyoming, or Montana, and including national vendors and/or participants and marketed to national audiences;
5. National and/or International Event: Events of or relating to artistic or social, sporting or competitive, or other pursuits determined to be valuable by the City, hosted by international or national organizations from states excluding those defined as ‘regional’, listed above, and including vendors and/or participants and marketed to national

or international audiences.

D. Application Process

Application forms may be downloaded from the City's www.parkcity.org website, available via email from the Special Events Coordinators, or within the Special Events Office of City Hall. In order to apply for a Fee Reduction, applicants must request an estimate of City Service event fees from the Special Events Department; estimates will be made available by the Special Events Department no later than one week (7 days) prior to the Application deadline. Estimates are not binding on the City; event organizers should anticipate fluctuations in final costs based on estimated fees.

E. Deadlines

All applications for Special Events Fee Reductions must be received no later than the following dates each year to be eligible for bi-annual consideration;

- **October 1st** for events occurring January 1st through June 30th, and
- **April 1st** for events occurring July 1st through December 31st.

Applications received outside the scheduled application process may be considered when the applicant demonstrates an immediate need for funding and provides justification for why the application was not filled within the specified deadline, unless otherwise directed by the Council.

Extraordinary requests received must meet all of the following criteria to be considered:

1. The request must align with the Special Event Fee Reduction Evaluation Criteria;
2. The applicant must show that the requested fee waivers represent an immediate fiscal need that could not have been anticipated before the deadline; and
3. The applicant must demonstrate significant consequences of not being able to wait for the next semiannual review.
   i. Significant consequences could include inability to hold event due to event date or immediate fiscal need, but not wish or preference.

F. Award Policy

The reduction of Special Events fees shall be administered pursuant to applications and evaluation criteria established by the Special Events Department and Special Events Advisory Committee, and approved by the Economic Development and Budget Managers, City Manager or City Council upon the determination that such action is consistent with the overall goals of the City.

Fee Reduction approvals shall be noticed to the applicants no later than 15 (fifteen) business days after determinations are made by the City Manager or City Council.

Nothing in this policy shall create a binding contract or obligation of the City. Individual event permits and their associated fees may vary from permit to permit at the discretion of City. Any reduction of Special Event fees is valid only for the permit specified therein and shall not constitute a promise of future reward. The City reserves the right to reject any and all applications, and to waive any technical deficiency at its sole discretion. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA Section 63-2-308, as amended.

Special Event/ SEAC Background

City Council Reports:

October 9, 2014	Special Events Update Study Session – pages 2 through 17
October 9, 2014	Special Event Update Minutes – pages 1 through 2
December 4, 2014	Special Events Discussion – pages 8 through 24
December 4, 2014	Special Events Discussion Minutes – pages 9 & 10
March 26, 2015	Special Event Update – SEAC on pages 8 through 11 / Minutes – pages 1 through 2
June 4, 2015	Special Events Advisory Committee Establishment– pages 656 through 663 / Minutes – page 9
July 9, 2015	Special Events Advisory Committee Addition Manager's Report – page 14
January 28, 2016	Special Events Department Code Changes – page 93 through 140 / Minutes – pages 9 though 10
March 24, 2016	Title 4, Chapter 8 Special Event Code Amendment – pages 67 through 101 / Minutes - page 7
May 5, 2016	Special Event Fee Reduction (July 1 through December 31) pages 152 through 170 / Minutes – page 9
June 30, 2016	Staff Communications Special Event Advisory Committee Update - pages 188 through 210
September 22, 2016	Special Event Work Session Update - pages 7 through 30
September 22, 2016	Special Event Work Session Minutes - pages 7 through 11
November 3, 2016	Special Event Update Work Session - page 18 through 46
November 3, 2016	Special Event Update Work Session Minutes – pages 6 through 8
November 17, 2016	SEAC Amendment – pages 51 through 64
November 17, 2016	SEAC Amendment minutes – pages 6 through 8
January 5, 2017	SEAC Interviews – page 13
January 12, 2017	SEAC Interview – page 5
March 9, 2017	Fee Reduction Update (page 29) / Minutes (page 4-5)
March 9, 2017	Special Event Calendar Preview (page 129)
March 30, 2017	Fee Reduction Amendment Approval (page) / Minutes (page 8 to 9)
May 25, 2017	Special Event Transportation Strategies / Minutes (page 18-20)
June 29, 2017	SEAC Interviews (page 5)
July 11, 2017	SEAC Interviews (page 2)
August 3, 2017	SEAC Appointments
August 31, 2017	Special Event Parking and Transportation Planning (page 200) Park Silly Sunday Market, Miners Day and Halloween on Main / Minutes not yet approved.

Special Event Advisory Committee (SEAC) DRAFT
Goals, Tools and Questions for Council
August 2017

SEAC approved the following statement regarding events at the August 2017 meeting:
There may be times when the community perceives the comfortable carrying capacity for events is exceeded.

SEAC's goals for the next year include:

1. SEAC will strive to measure comfortable carrying capacity with board community perspective using the following tools:
   - Community Survey – Staff is working to create a statistically relevant survey for the community that will help put data analysis around the anecdotal comments regarding events. This survey will create a baseline of information regarding community benefit and impacts of events.
   - Special Event Calendar – Use the event calendar to record SEAC member's perception of comfortable carrying capacity with regard to event impacts.
   - Debrief Events – continue to debrief individual events using tools that have already been created.
   - Public Input – Encourage public input at meetings and encourage feedback regarding events.
2. SEAC will identify and convey perspective to staff, so that they can mitigate events and balance the calendar.

Questions for Council:

1. Does City Council have a goal to have events year round?
2. Should SEAC focus on gaining feedback and perspective specifically in the City or County wide?
3. Does City Council agree with SEAC's proposed goals and tools to measure community perspective of events over the next year?

Exhibit D - Special Event Analysis 2017

2016

In 2016, The Special Events Department permitted 72 events. This included 6 new permits, and did not include 4 events that did not return to Park City.

<u>Events that did not return in 2016:</u>

1. Avalanche Soccer Tournament (moved to SLC)
2. Park City Children's Fair (moved to new location in County)
3. High School Mtn Bike Invitational (moved to vernal, please note below, they are likely to proceed with an application in 2017)
4. Library Grand Opening (one time event in 2015)

<u>Six New Events were permitted in 2016 including</u>:

- Level One – Freedom Fitness Festival
- Level Two – Park City Film Series Drive In Movie & KPCW Change Over Event (from 91.9 to 91.7)
- Level Three – Thin Air Innovation Festival, State Room Presents Concert Series, Shot Ski Event

2017

The Special Events Department currently anticipates 75 permitted events in 2017.

- <u>Level One Events</u> – 17 (for example: Walk a Mile In Her Shoes, Uncorked Recycle Utah, PCMC's Skate Jam Series)
- <u>Level Two Events</u> – 31 (for example: Sundance Summer Series, Classic Car Show on Main, Hike for Hunger, Memorial Day 5K)
- <u>Level Three Events</u> – 25 (for example: Miners Day, 4th of July, Halloween, Autumn Aloft, Deer Valley Music Festival, Savor the Summit)
- <u>City Service Contract Events</u> – 4 (Arts Fest, Park Silly Sunday Market, Triple Crown & Sundance)
- <u>First Amendment Events</u> – 4 (Women's March, March for Science, PANDOS March, St. Mary's Procession)

<u>Events that did not return in 2017:</u>

- Tao (location that didn't require a Special Event Permit)
- Grand Prix (moved to Solitude)
- Tour of Utah (date conflict)
- KPCW Change Over Event (one time event)
- Freedom Fitness Festival (one time event)
- Fall Harley Ride (moved to Salt Lake City)

Staff has evaluated and approved nine (9) new events over the last year. Staff found that these events were able to mitigate their impacts and provided valuable economic, and cultural benefit to the community. <u>Staff has underlined the events that are organized by for-profit organizations.</u>

- Level One Event – Peace House Ground Staking, Outdoor Movie Screening at Aspen Villas
- Level Two Events – Children's Justice Center BBQ, 1033 Foundation Ride, 5K9 – New Leash on Life, <u>Moose Tracks Kids Trail Run</u>, Latino Music Series, <u>Kids Adventure Games</u>
- Level Three Event – Utah High School Mountain Bike Race
- First Amendment Event – March for Science

Staff received an additional nine (9) applications or inquiries from event applicants that were not permitted. These events included:

- Adrenaline Lacrosse – pursued event permitting in Summit County and Basin
- Bitter Lacrosse – did not pursue event application
- Fall Wine Festival – did not pursue event application
- Friendship 5K – withdrew application, did not pursue event
- Haute Route – did not pursue event application
- Impossible Race – withdrew application, pursued event in Midway
- Reggae Music Festival – withdrew application, pursued event in Midway
- Motorcycle Film Festival – withdrew application, as event parameters changed be on private property (Egyptian Theatre) and did not have any community impacts.
- Health Department's Community Farmers Market – did not require permit as there were minimal impacts to the surrounding businesses.

Fee Reduction Update
The City Service Special Event Fee Reduction process helps to:

- Balance positive economic and community outcomes of Special Events;
- Mitigate event impacts to the community – specifically City Council's critical priorities including environmental and transportation impacts, as well as, residential impacts;
- Ensure public safety and security; and
- Effectively and efficiently utilize City resources.

Annually the City allocates up to two hundred thousand dollars ($200,000) for the City Service Fee Reduction

- City Service Contracts and First Amendment Events are not calculated into this total.
- Event applicants who request fee reductions are graded on criteria as outlined in the Fee Reduction Policy and Municipal Code.
- SEAC makes recommendations on Fee Reduction Policy, and does not provide recommendations on amounts approved for fee reductions.

Event applicants may submit Fee Reduction Requests bi-annually:

- April 1 deadline for events held July 1 through December 31;
- October 1 deadline for events held January 1 through June 30

- In Fiscal Year 18, during the first application period of Special Event Fee reduction, staff received twenty-two applications for fee reduction out of 45 events. This is fourteen (14) less applications as compared to FY 17.

- In Fiscal Year 18, during the first application period for Special Event City Service Fee Reduction, $130,477.44 was approved. In Fiscal Year 17, during the first application period for Special Event City Service Fee Reduction, $156,660.05 was approved.

- As staff prepares for the second application period for Special Event City Service fee reduction, staff anticipates receiving ten (10) Special Event Fee Reduction applications, estimated at $40,000. In Fiscal Year 17, nine (9) City Service Fee Reduction applications were received, and approved $27,885.70.

Staff anticipates that we will be under the two hundred thousand dollar ($200,000) threshold in FY 18.

- Total approved fee reduction for FY 17 totaled $184,545.75
- Staff estimates total fee reduction approval for FY 18 at $170,477.40

DATE: September 21, 2017

TO HONORABLE MAYOR AND COUNCIL

Park City is kicking off a project with Utah State University's Bioregional Planning Master's degree students. The project will focus on development pathways to reach the City's community wide climate goals: net-zero carbon and 100% renewable electricity by 2032.

Respectfully:

Celia Peterson, Environmental Sustainability Project Manager

City Council
Staff Communications Report

Subject: Bioregional Planning
Author: Celia Peterson, Environmental Sustainability Project Manager
Department: Sustainability
Date: September 21, 2017
Type of Item: Informational

Executive Summary

Park City is kicking off a project with Utah State University's Bioregional Planning Master's degree students. The project will focus on development pathways to reach the City's community wide climate goals: net-zero carbon and 100% renewable electricity by 2032.

Background

Park City has set North America's most ambitious goals: to be net-zero carbon and running on 100% renewable energy by 2022 for municipal operations, and by 2032 community-wide.

Bioregional Planning is a discipline which looks to balance culture and settlement trends with biophysical aspects of landscapes. Alternative futures based on spatial biophysical and growth patterns are created to aid in planning for community development planning, stakeholder engagement, and policy making.

Development pathways and alternative futures for Net-zero carbon and 100% renewable electricity for Park City and its environs are the focus of the 2017/2018 Bioregional Planning studio project. The studio project is a requirement for earning an M.Sc. degree in Bioregional Planning from Utah State University, Department of Landscape Architecture and Environmental Planning. This year, seven students will collaborate on the project, spending six hours per week of studio time plus outside work for two semesters.

The students will complete a series of landscape assessments, including the biophysical function and structure of the land, as well as activity and environmental assessments to map e.g. recreation, residential space, prime agricultural lands, transportation corridors, etc. These assessments will be used to make tiered models to represent different value factors for the different activities. From these, a visualization of alternative future scenarios will be built to help understand the implications of different development pathways as we work towards our 2032 community-wide climate goals (net-zero carbon and 100% renewable electricity).

Study objectives

The objectives of the study are to develop a landscape-level approach for the analysis of physical, ecological, and cultural landscape components in the Park City and its Environs. A contextual template will be established in order to limit the spatial scope of research. The study will take into account, but not be limited to, those issues noted above. Broadly, the objectives are to:

- Create a GIS database describing various biophysical and socio-demographic systems of the study area, including the basic land use infrastructure of the region. This database will consist of existing sources of data available from Utah AGRC and other geo-information sources as well as pertinent research findings;
- Develop objective definitions and criteria by which regionally-significant landscape elements can be identified and evaluated within the study area, and its regional context;
- Assess likely future growth and land use patterns in relation to landscape and natural resources, and prioritize areas to be considered for management and/or protection;
- Develop strategies to protect regionally-significant “critical lands” considering attributes like public health, welfare and safety; connectivity between local and regional patterns and biodiversity. This may include:
  - Assessment of local WUI risks (fire, flooding, negative wildlife and habitat interactions, etc.) and mitigation strategies;
  - Identification of open spaces most valuable for forest restoration and tree planting, wetland development, and development of other ecological importance e.g. water protection and management, carbon sequestration.
  - Evaluation and prioritization of Park City’s open spaces for carbon sequestration, recreation, renewable energy, conservation
- Distribute relevant material and study conclusions to relevant stakeholders and policy makers.
- Develop innovative uses of technology in the analysis and presentation of the project work.

The merit of the study will serve to provide stakeholders and policy makers in the watershed with a background for future environmental and development policies within the region. The study has the potential for a broader contribution to future planning in the region by providing relevant data, methodologies and models for conducting additional evaluations on the impacts and benefits of growth in the study area over the next ten to twenty years.

The study will contain eight major phases of work. The Alternative Futures for Park City and Environs study will encompass two semesters. By the end of the first semester students should have completed Phase 5. The phases will be explained in greater detail in class, they are:

1. Pre-analysis/problem formulation/case studies/site visit
2. Summary of surveys and the identification of issues and setting of priorities
3. Definition of data, inventory and file
4. Full scale analysis - Function & Structure (linkages and new data)
5. Evaluation Criteria, Land Use & Environmental Assessment Models and documentation
6. Geodesign workshop preparation and analysis
7. Concept development-Future Scenarios and regionally-significant “critical lands”
8. Concept evaluation, mitigation strategies and new policies formulated
9. Documentation and draft interim report

Each major phase of work will have a number of sub-phases. The activities and objectives of each sub-phase will be brought forward at the appropriate time in studio. However, a brief outline of each at this time would be helpful.

PRE-ANALYSIS

Introduction to the Study Area, Surveys, Site Visits, Methodology, and Case Studies

The first five weeks of the study will contain four basic areas of work. The first activity will consist in reviewing a number of past planning case studies in order to determine how they may assist or contribute to our understanding of the project. The methodology, issues, data, modeling techniques, and conclusions of each case study will be documented and presented in class in order to identify appropriate precedents for future use and reference.

The second will consist of on the ground site visits in order to come forth with a preliminary introduction and assessment of the study region. The intent of the visits is to help the study team identify major planning, landscape, and cultural issues to be addressed with respect to future development. Individual perceptions will be presented in Project Opinion Papers and then summarized as a final team document. Study boundaries will be revisited at this time to provide the context for the work.

The third area of activity will consist of a review and summary of past land use and policy issues in the region. This summary will include a number of planning priorities and policies as defined or suggested by the area stakeholders.

The fourth area will consist of researching each of the major planning/design issues identified from the site visits in order to briefly document their physical and spatial characteristics. This work will help to establish a preliminary set of data which will be utilized in future modeling activities. This will also include research into topic areas related to the project objectives.

DATA INVENTORY/BASE MAP PREPARATION

Data search, Acquisition, and GIS Mapping

Based upon the results of the pre-analysis, this portion of the study will consist of the tedious, but necessary task of data acquisition and mapping. Questions relating to the type, scale, and mapping compatibility of data will also be addressed in the studio at this time.

FULL SCALE ANALYSIS - FUNCTION AND STRUCTURE:

This phase of work will contain two major areas of investigation. The first will be the research and analysis of the biophysical phenomena which are responsible for a description and understanding of the natural setting of the study area. Briefly, this will include the geology, soils, water, climate, vegetation, and wildlife of the region. The second area of research and analysis will cover those cultural phenomena which utilize and change in varying degrees those systems or processes in the biophysical setting. This work will address a range of land use activities (stressors) such as agriculture, housing, tourism, recreation and energy development and how they impact various landscape-level patterns and corridors in the future. Issues tied to the capital infrastructure servicing those uses will also be examined at this time. Each of these two analyses will result in the mapping and documentation of the function and structure of the phenomena and its interaction and linkages with other components in both areas of investigation.

This work will culminate in a presentation for review and feedback from stakeholders and a text that will summarize the findings for the final report.

EVALUATION CRITERIA, ACTIVITY & ENVIRONMENTAL ASSESSMENT MODELS

Preliminary Activity Allocation Models - A.A.M./ Land Use /Suitability

During this phase of the study there will be several activities taking place. The first will consist of research into those land uses and other issues noted above in Full Scale Analysis – Function and Structure. This will be done in order to refine their functional and spatial characteristics which will then be represented in diagrammatic models. If time permits each model will be printed out and verified in the field for its accuracy. Second and third iterations may be necessary in order to fine tune the objectives of each model. These models will act as the basis for the construction of future scenarios and evaluation models.

Preliminary Environmental Evaluation Models - E.E.M. / Vulnerability

The format for the second activity will closely follow that of the first. The primary difference is that the research in this area will cover the identification, description, and construction of those models which are considered important to the continued functional operation of the biophysical base while at the same time allowing new uses to occur (sustainability). These models will also act as part of the basis for future land use priorities. Mitigation strategies, if appropriate, will also be tied to the performance of these models. In like manner, this work will take into account those issues noted above in Full Scale Analysis – Function and Structure. This work will culminate in a preliminary outline and be presented to stakeholders for review and feedback.

Based upon comments from stakeholders, a set of objectives and criteria will be established for several alternative futures programs including a description of various objectives. The research, analysis and definition of each program will be documented as a specific model which can be converted into spatial display. Individual programs and/or their combinations will be printed for field verification. This work will also culminate in a preliminary outline and be presented to stakeholders for review, feedback, and revisions as necessary.

GEODESIGN WORKSHOP

Building on the results of the fall studio and the input from stakeholders, the study group will prepare evaluation models for a Geodesign workshop with community stakeholders. In conjunction with community decision makers, the study group will also identify pertinent human and landscape systems, a program of change for the community and important stakeholder groups to be represented in the workshop. Students will help to prepare the software tool used in the workshop, Geodesignhub, and participate in the stakeholder workshop as team coordinators. The outcome of the workshop will be documented and inform the concept develop phase of work.

CONCEPT DEVELOPMENT – FUTURE LAND USES

Following from the program and objectives for the study area set out in the fall studio, the study group will provide distinct and well-articulated strategies for the resolution of future growth scenarios. These physical plans will be submitted for evaluation, first with respect to their accommodation of needs and projections, and second, with regard to:

a. Resolution of objectives and stakeholder priorities
   Feasibility of conversions to support consolidation of parcels.
   Feasibility of strategies and policies
   Feasibility of implementation
b. Implications of conversion strategies and policies
   New issue created
   New policy tools identified

CONCEPT EVALUATION/DOCUMENTATION

In the final phase of work a documentation of the performance of proposed scenarios will be made utilizing the full range of activity allocation and environmental evaluation models. This documentation will include broad recommendations for mitigation strategies and policies to overcome identified shortcomings. There are three important aspects to be considered at this time.

1. New strategies and/or alternatives defined & developed
2. New tools of implementation defined & developed
3. New land use activities and evaluation models over and above those identified in the analysis phase will also be documented at this time for future consideration.
4. Documentation and production of final report (Fall and Spring Semesters)
5. Presentation of all phases to various stakeholders within the region

DATE: September 21, 2017

TO HONORABLE MAYOR AND COUNCIL

Park City will participate in Utah Climate Week, October 8th to 14th with a series of community events.

Respectfully:

Celia Peterson, Environmental Sustainability Project Manager

City Council
Staff Communications Report

Subject:	**Utah Climate Week**
Author:	**Celia Peterson, Environmental Sustainability Project Manager**
Department:	**Sustainability**
Date:	**September 21, 2017**
Type of Item:	**Informational**

Executive Summary

Park City will participate in Utah Climate Week, October 8th to 14th with a series of community events.

Background

Park City is a founding member of the Utah Climate Action Network.

Events

Park City is organizing a calendar to highlight a week of events which promote solutions to climate change. The calendar will be hosted off of www.parkcity.org (note: calendar should be ready to link here by Tuesday, September 19th)

The developing calendar of events includes:
Utah Climate Week, Oct 8-14th

Check beneath the calendar for more information on each event!

Sunday, 8	Monday, 9	Tuesday, 10	Wednesday, 11	Thursday, 12	Friday, 13	Saturday, 14
MORNING	MORNING	MORNING	MORNING	MORNING	MORNING	MORNING
	Dumpster Days at Recycle Utah 9AM-4PM	Dumpster Days at Recycle Utah 9AM-4PM	Dumpster Days at Recycle Utah 9AM-4PM	Dumpster Days at Recycle Utah 9AM-4PM	Dumpster Days at Recycle Utah 9AM-4PM	Dumpster Days at Recycle Utah 9AM-4PM
			Composting Lunch & Learn at Recycle Utah			CHaRM at Recycle Utah 10AM-2PM
						Fix-It Clinic at Habitat ReStore 11AM-2PM

AFTERNOON	AFTERNOON	AFTERNOON	AFTERNOON	AFTERNOON	AFTERNOON	AFTERNOON
	Climate Change and your Health 4-5PM	Green building expo 2PM-6:30PM				
EVENING	EVENING	EVENING	EVENING	EVENING	EVENING	EVENING
			An Inconvenient Sequel at Park City Library 7PM-9PM	Park City Council vote on Net-zero energy standard for City funded buildings and facilities		

More Info:

Dumpster Days at Recycle Utah:
Give your old stuff new life! Dispose of large garbage items that won't fit in your curbside trash bin, as well as green waste, at Recycle Utah during Dumpster Days. Only non-hazardous items accepted. Large recyclables can be placed in the appropriate bins.

Time and date: 9AM-4PM, Monday through Saturday
Location: Recycle Utah, 1951 Woodbine Way

Climate Change and your Health (presented by Park City staff)
Park City staff will host a presentation about the health impacts of climate change, and what you can do about it.

Time and date: 5-6PM, Monday, Oct. 9
Location: Park City Library, 3rd floor Community room, 1255 Park Avenue

Net-zero Building Expo (Organized by Park City Municipal and SCPW)
Do want to make your home more energy efficient and reduce your ecological footprint, but don't know where to start? Come meet local vendors and service providers at this showcase of green building products and solutions.

Time and date: 2-6:30pm, Tuesday, Oct. 10
Location: Park City Library, 3rd Community room, 1255 Park Avenue

Composting Lunch & Learn at Recycle Utah:
Come and learn about the wonders of composting and how to keep precious nutrients in the food chain. Bring your own lunch and learn tips and tricks for composting at home (we'll provide snacks)

> **Time and date:** 12-1PM, Wednesday, Oct. 11
> Location: Recycle Utah, 1951 Woodbine Way

Free screening of An Inconvenient Sequel:
Sundance Institute, Park City Film Series and Park City Municipal present An Inconvenient Sequel, with special guest from the film and discussion immediately following.

> **Time and date:** 7PM-9PM, Wednesday, Oct. 11
> **Location:** Park City Library, 3rd floor Community room, 1255 Park Avenue

CHaRM at Recycle Utah:
Bring in your hard-to-recycle items for proper handling. The full list of items accepted can be found here.

> **Time and date:** 10AM-2PM, Saturday, Oct. 14
> Location: Recycle Utah, 1951 Woodbine Way

Fix-It Clinic at the Habitat for Humanity ReStore:
Be part of the maker movement and combat throwawayism! Bring broken items to be fixed with volunteer coaches (small furniture, electronics, clothing, etc.) at Habitat for Humanity ReStore. This event is a collaboration between Recycle Utah, Habitat for Humanity, and the Utah Recycling Alliance)

> **Time and date:** 11AM-2PM, Saturday, Oct. 14
> Location: Habitat for Humanity ReStore, 6280 Silver Creek Dr

Other activities tbc:

- Park City and Summit County Arts Committee to organize galleries to display climate/environment related art that week, and also host a digital exhibition of local artists work related to the environment
- Launch of emPOWER art project (sustainable energy theme for electric utility box wraps)
- Saturday hike with Summit Lands Conservancy
- Solar Powered Book Mobile (organized by Summit County)
- Launch of the Bag Bank

DATE: September 21, 2017

TO HONORABLE MAYOR AND COUNCIL

Attached for your approval, please find the minutes for the August 31, 2017 City Council meeting. Thank you for your consideration.

Respectfully:

Michelle Kellogg, City Recorder

PARK CITY COUNCIL MEETING MINUTES - DRAFT
445 MARSAC AVENUE
PARK CITY, SUMMIT COUNTY, UTAH 84060

August 31, 2017

The Council of Park City, Summit County, Utah, met in open meeting on August 31, 2017, at 2:00 p.m. in the City Council Chambers.

Council Member Gerber moved to close the meeting to discuss property, personnel and litigation at 2:00 p.m. Council Member Worel seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto, and Worel.

CLOSED SESSION

Council Member Worel moved to adjourn from Closed Meeting at 3:45 p.m. Council Member Gerber seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto, and Worel.

WORK SESSION

Council Questions and Comments:

Council Member Matsumoto reported she attended the Special Events Advisory Committee (SEAC) meeting.

Council Member Henney attended the Chamber Board meeting and the Planning Commission meeting. He mentioned two fundraising events: the Back Alley Bash and Fall Fundraiser and the Blue Sky Bash for Summit Land Conservancy. He praised the philanthropy within the community. He attended Pizza with Council, and met with employees to see how the “action phase” of City goals was affecting the employees. He felt that overall, the employees were pleased to work at the City because of the level of engagement and the ever changing dynamic of the issues they confronted, which was stimulating, and the people they worked with. Some negative comments he heard were employees didn't like the misperception by some in the community of what employees did. Council Member Henney wanted to expand the Council and staff meetings. He also received a call from the Park City Plastic Coalition stating a survey was online and a very high percentage of respondents reported being in favor of the plastic bag ban.

Council Member Worel attended the Arts and Culture Steering Committee meeting, and went to the Park Silly Market walk through, noting there were complaints that bands continued performing after the market was over. She also attended the Bright Futures Board meeting, and looked at the new strategic plan of the Public Art Advisory Board (PAAB).

Council Member Beerman indicated he went to several fundraisers as well, and noted Bright Futures was a great program and it was making a big difference in many lives. He attended a Bonanza Flat meeting, and participated in interviews for the new director of the Utah League of Cities and Towns (ULCT). He stated some residents were talking about race issues after hearing about the Charlottesville tragedy, and suggested an event, “Reading to End Racism,” to show that racism would not be tolerated in this community. The Council was in favor of reaching out to the library with this suggestion.

Council Member Gerber attended the Ski Utah board meeting, where concern was expressed over the purchase of Deer Valley. She attended the Colorado Association of Ski Towns (CAST) meeting, where housing was discussed. Members from Breckenridge presented on their public/private partnerships and projects that they did alone. Also, the Pine Beetle was an issue for the Breckenridge community, noting $30 million had been spent to eradicate the beetle over the past 10 years.

Mayor Thomas announced next week was City Tour, which would be in Boulder and Black Hawk, Colorado. He stated there was a need for a special meeting between Council and the Historic Preservation Board (HPB) to discuss the Historic Preservation Grant Program. Bruce Erickson stated this would be an interactive meeting with a consultant. The majority of the Council indicated they could meet on September 18th after 11:00 a.m.

Affordable Housing Update:

Rhoda Stauffer and Jason Glidden, Affordable Housing, presented this item. Stauffer stated the lottery would be held September 12th to determine which applicants would be able to buy the 19 affordable housing units. In addition to these units, she indicated there was new construction at Woodside Park Phase 1, as well as 14 homes that were or would be sold at Park City Heights by year end, and the deed restriction buy-back program had begun. Stauffer reviewed the housing needs of the applicants for the lottery and expressed her hope that some Council members could be present for the lottery. It was noted the winners of the lottery would have until the end of September to sign a sales contract and closings would fall between late October and December, depending on the project.

Council Member Worel asked if extra names would be drawn at the lottery. Stauffer stated all the names would be drawn and would be listed on the wait list in the order of being drawn. Council Member Worel asked the time line that Park City Heights had to provide housing. Stauffer stated Ivory Homes committed to build 10 units per year, and they had six units left this year. Anne Laurent stated if the 10 units weren't completed by the end of the year, the Building Department would not issue market rate permits until they came into compliance.

Council Member Worel asked if there was a new home for the senior center since Woodside Park Phase I was now under construction. Stauffer indicated the fire station would be panelized so the seniors would still meet there. Council Member Worel stated she was invited to a meeting to look at senior care projects and asked if there was a staff member keeping up on the senior continuing care programs being discussed. Glidden stated someone in the Planning Department would be the lead on that.

Council Member Gerber stated one third of the community could not meet the requirements for affordable housing. She stressed the urgency for affordable units in the rental market and since it would be awhile until the City had a rental development, she requested that staff keep an eye on the rental market. She asserted the City needed to find a way to meet the need of the lowest AMI group.

Council Member Henney asked what the two and three bedroom breakdowns were for Woodside Park Phases Two and Three. Stauffer indicated most were two bedrooms but they were trying to see if some could be changed to three bedrooms. Council Member Henney asked for a joint meeting with Planning Commission to discuss affordable housing in the near future. The Council agreed to discuss this in October.

Council Member Beerman asked if the Breckenridge dilemma of only being able to accommodate those in the 85% AMI and higher bracket through the formation of partnerships in developing affordable housing, included the donation of land. Glidden stated even with land donation, the affordable units met the 85% AMI and above. Council Member Gerber stated Breckenridge acted as the developer in order to build rentals, and noted that 50% of Breckenridge's population lived in affordable housing.

Community Engagement (CE) & Diverse Community Participation Update:
Linda Jager, Lynn Ware Peek, and Elizabeth Quinn Fregulia, CE Department, presented this item. Jager reviewed there were 11 events with Council since October 2016, and there were several video spotlights. Ware Peek stated the City and Council were reaching out to Latinos by translating materials, going door-to-door in outreach efforts, and partnering with PC Unidos and Promise Advocates, as well as collaborating with Park City Community Foundation. Jager stated there were many media events as well, such as Electric Express, Summit Bike Share, and the Arts and Culture District announcement. Ware Peek stated the CE Department worked with other departments to help move outreach forward. Quinn Fregulia stated social media was a great form of outreach. She reviewed four points in social media strategy: branding, keeping consistency by posting one time per day, making posts conversational, and correcting misinformation or de-escalating conversations. She presented a graph showing those who see the social media posts, and noted the most views were centered around City events.

Jager asked what the Council would like to see going forward. Council Member Henney stated he was very pleased with the update, but felt it was the tip of the iceberg. He indicated informing employees as well as citizens was very important, and requested the website be more engaging, accessible and revamped. Jager stated her department worked closely with IT to develop the website. They were considering an online forum attachment to the website that would make the site more conversational. Council Member Henney imagined a button or link from the City website to the engagement part of the website. Jager stated plans were in the works for community engagement features.

Council Member Beerman proposed that apps were the way of the future and should be looked into. He also wanted a program that could track the City goals online, so citizens could see how much progress had been made and what the steps forward were.

Council Member Gerber was grateful for all the outreach opportunities CE provided for the Council and the community. She felt outreach could still be improved with Latinos. She thought the Transportation app could use an update, but the social media and online programs were constantly changing so the City had to do its best to keep up.

Council Member Worel was pleased that there were many different formats so residents could be informed through a variety of ways. She suggested reader boards next to roads to remind residents of events or important issues.

Mayor Thomas agreed that Seniors and Latinos weren't connected via social media and other avenues would be needed to reach out to them. Council Member Henney thought that when Council had events, CE could run a five minute photo slide show that could tell the narrative of the City and the good work that's being done. Council Member Gerber asked that work meetings being open to the public could be stressed since she had encountered several people who thought they could only attend the regular City Council meetings at 6:00 p.m. Foster stated she could remind listeners on the radio about work sessions and Council could review the open meetings on Fridays when they spoke on the radio. Council Member Beerman suggested posting a prominent item from the agenda on social media.

Ware Peek noted the library showed a film at Aspen Villas and had a turnout of 75 people, and she expressed gratitude to the library staff for their outreach efforts.

Discuss Council Priorities: Environmental Health and Conservation of Natural Resources:

Jed Briggs, Capital Projects Manager, Jim Blankenau, Environment Regulatory Program Manager, and Jason Christensen, Water Resources Manager, presented this item. Briggs stated some top priorities that were currently in the works were affordable housing, regional collaboration, open space acquisition, the Lower Park Avenue redevelopment plan, and Arts and Culture. It was indicated that many of these projects would be coming to Council for discussion in the next couple of months. Council Member Henney stated that some of these areas could be discussed further, if a future agenda allowed it. Council Member Beerman stated some of these priorities could be covered in a staff communication report and others were in front of Council on a regular basis. Council agreed that they were comfortable in their understanding of the strategic plans. Council Member Worel stated the Arts and Culture item would need to be discussed further.

Briggs stated Citizen Wellbeing, Affordability, and Arts and Culture would come back for further discussion, and the other areas could be covered in a staff report.

Blankenau discussed the goals of Environmental Health regulating mine waste. He stated the waste was taken to a landfill in Tooele. He also managed risks through the soils ordinance. Watershed protection was achieved through storm water improvements and waste management. Fiscal responsibility was attained by managing the City's liabilities. Recent accomplishments in Environmental Health included progress on Prospector drain, remedial actions on the upper watershed sites, and air quality discussions had begun with Summit County. Blankenau indicated Summit County monitored air quality and noted there were some ozone problems in the summer. The next steps included completing site characterization for Prospector drain, performing an engineering evaluation for Prospector drain, continuing progress on natural resource damage assessments, fostering and maintaining a relationship with the EPA, continuing to look for feasible locations to dump waste, revising the soil ordinance, and engaging in air quality outreach with Summit County.

Council Member Beerman stated a few years ago a Soil Commission comprised of residents was organized and they brought many recommendations to Council, and he asked for an update on those recommendations. Blankenau stated the recommendations centered around making changes to the soils ordinance, and he was working on that. Council Member Beerman suggested letting the EPA know that soil ordinance changes would be coming to Council for approval. Council Member Worel stated environmental health was important to the Summit County Health Department. She was curious about the connection between the City and the Health Department. Blankenau and Foster stated the City worked with Summit County on air quality, soils, and water quality. Briggs recommended changing the name of this priority from Environmental Health to Legacy Mine Waste. Council Member Matsumoto was not in favor of the new name. Council Member Beerman suggested putting air and water quality in the Conservation of Natural Resources priority. Briggs stated he could bring back a few suggestions for replacing the name of the Environmental Health priority.

Briggs next discussed the Conservation of Natural Resources priority. This priority was to avoid, minimize and mitigate the effects of the built environment on the natural environment. Council Member Matsumoto asked if this would address the cuts in hills. Erickson stated more emphasis would be given to this area.

Briggs noted next steps included identifying water loss for the system and mitigation plan, deregulating sideyard parking in order to reduce environmental disturbance, but requiring that parking be on hard surfaces, and prohibiting gravel in rights-of-way between the street and sidewalk.

Council Member Gerber stated sideyard parking didn't fit in her definition of the conservation of natural resources, and suggested a forest health plan. Erickson stated the City had the forest health plan coming forward. He said managing the sideyards helped manage storm water, which affected the East Canyon Watershed. Council Member Gerber also liked Council Member Beerman's suggestion of assigning water and air quality to this priority. Council Member Beerman added forest management should also fall into this category. He also asked where noise would be in the Council priorities. Erickson stated noise impacts were important and Council would need to decide which priority it would fall under. Council Member Beerman stated these would be good things to discuss at the next retreat.

Project ABC: Arts, Beauty, Culture Update:

Jenny Diersen, Special Events Manager, Hadley Dynak, Park City Summit County Arts Council, and Jake McIntyre, Project ABC Manager, presented this item. Diersen reviewed the Arts Council goals and how it would tie in all the events in the area. Dynak stated the Arts Council supported the City and County through marketing, programming and advocacy. She engaged a broad coalition throughout the County to have a well-rounded group. She also explained the functions of the Council, including having the members of the Council act as ambassadors to the community. She felt a very large sector of the County was being reached. McIntyre stated Project ABC had three phases. Phase I was data collection and analysis, which was currently being worked on. Phase II was convenings and gatherings, and McIntyre noted they were scheduling a summit. Phase III was having documentation and making recommendations.

McIntyre noted a survey had been distributed and over 300 responses had been received. Interviews were also ongoing so an understanding of the needs of different businesses or organizations could be determined. Dynak displayed a timeline for community planning for arts.

Mayor Thomas suggested having architecture as part of this project. Council Member Worel thought this Council could serve as a connector between the efforts of the City and County. She expressed concern on the timing, with no recommendations coming until next March, and noted the Arts and Culture District/Bonanza Park sale would be in January. Foster stated this group would help with input on who and what would be included in the district, which would come at a later date.

Council Member Beerman liked benchmarking what other communities were doing with regard to the arts. He suggested weaving arts and culture into the upcoming capital projects the City was involved in.

REGULAR MEETING

I. ROLL CALL

Attendee Name	Title	Status
Jack Thomas	Mayor	Present
Andy Beerman	Council Member	Present
Becca Gerber	Council Member	Present
Tim Henney	Council Member	Present
Cindy Matsumoto	Council Member	Present
Nann Worel	Council Member	Present
Diane Foster	City Manager	Present
Mark Harrington	City Attorney	Present
Matt Dias	Assistant City Manager	Present
Michelle Kellogg	City Recorder	Present

II. RECOGNITIONS AND APPOINTMENTS

1. Consideration to Approve Resolution No. 22-2017, a Resolution Acknowledging Robert 'Nick' Calas' Retirement from Park City Municipal Corporation and Recognizing His Many Contributions in Providing Service and Contributions to Park City:

Mayor Thomas honored Nick Calas, who was retiring after working for the City for 32 years, and stated he was instrumental in creating many of the City's trails. He worked in several departments part-time, and came aboard fulltime with the Recreation Department in 1999. Mayor Thomas read a resolution honoring Calas.

Mayor Thomas opened the meeting for public input. No comments were given. Mayor Thomas closed the public input portion of the meeting.

Council Member Gerber noted she knew Calas from her childhood, and she thanked him for shaping children such as her into responsible adults. Council Member Henney recounted stories and thanked Calas for his service.

Council Member Matsumoto moved to approve Resolution No. 22-2017, a resolution acknowledging Robert 'Nick' Calas' retirement from Park City Municipal Corporation and recognizing his many contributions in providing service and contributions to Park City. Council Member Henney seconded the motion.

RESULT: APPROVED	
AYES: Council Members Beerman, Gerber, Henney, Matsumoto, and Worel	

2. Consideration to Appoint Jane Campbell, Ed Parigian, Eric Hoffman and Brett Isaacson to the Recreation Advisory Board for a Term Expiring July 2020:

Council Member Gerber moved to approve the appointment of Jane Campbell, Ed Parigian, Eric Hoffman and Brett Isaacson to the Recreation Advisory Board for a term expiring July, 2020. Council Member Worel seconded the motion.

RESULT: APPROVED	
AYES: Council Members Beerman, Gerber, Henney, Matsumoto, and Worel	

III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Staff Communications Report:

- **For-Hire Business Licensing Update:**

Council Member Worel expressed appreciation for staff's quick response to her question regarding taxis for hiring and licensing, and she offered to be the liaison for this new stakeholder group. The Council agreed to have Council Member Worel participate in the stakeholder group.

IV. PUBLIC INPUT *(ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)*

Mayor Thomas opened the meeting for those who wished to address the Council on items not listed on the agenda.

Mark Stemler wanted to follow up on his comments from the last City Council meeting. He stated there were 1300 public and private parking spots in Old Town. He asked how many parking spots short the City was. He was told the City didn't know if Upper Park Avenue was a problem, but he stated it was a problem, and asked for a resolution.

Mayor Thomas closed the public input portion of the meeting.

V. OLD BUSINESS

1. Consideration to Authorize the City Manager to Enter into an Agreement with Summit County to Merge the Park City Police Department (PCPD) and Summit County Sheriff's Office (SCSO) Dispatch Centers:

Wade Carpenter, Police Chief, Jed Briggs, Capital Projects Manager, Chief Deputy Frank Smith, Summit County Sheriff's Office, and Nick Wilkinson, Summit County Dispatch Manager, presented this item. Briggs summarized that merger negotiations had been ongoing for the past year, and noted this merger would enhance efficiencies. The State Legislature changed the code and PCPD was no longer eligible to receive

911 funding for new communication equipment and replacements. The contract with Summit County was for $600,000 per year to pay for the dispatch services. Briggs indicated that dispatch would be temporarily housed at the PCPD until the County dispatch center was expanded. The expansion was expected to be completed by the end of the year.

Chief Carpenter stated that the City was investing a large amount of money into the dispatch center, therefore he favored having an advisory council for any issues that might arise. Wilkinson stated the goal of combining dispatch was to reduce response time. Chief Deputy Smith emphasized that PCPD and SCSO have a seamless relationship which enhanced efficiency. Foster thanked Lieutenant Wilkinson for integrating Park City's staff. She indicated all feedback had been positive from a staff level, which was reassuring with the merger going forward.

Council Member Henney asked about efficiencies relating to the $600,000 annual cost. Briggs clarified that the efficiencies were related to service, and there would actually be a $200,000-$300,000 annual cost savings on the City's side. It was noted the City would help with the dispatch center expansion cost, but that was a one-time fee.

Mayor Thomas opened the meeting for public input. No comments were given. Mayor Thomas closed the public input portion of the meeting.

Council Member Henney moved to authorize the City Manager to enter into an agreement (the updated version passed out at Council Meeting) with Summit County to merge the Park City Police Department (PCPD) and Summit County Sheriff's Office (SCSO) Dispatch Centers. Council Member Gerber seconded the motion.

RESULT: APPROVED
AYES: Council Members Beerman, Gerber, Henney, Matsumoto, and Worel

2. Consideration to Approve Ordinance 2017-48, an Ordinance Approving the Woodside Park Subdivision - Phase I, Located at 1333 Park Avenue, 1353 Park Avenue and 1364 Woodside Avenue, Based on the Findings of Fact, Conclusions of Law, and Conditions of Approval in a Form Approved by the City Attorney:
Hannah Tyler, Planner II, and Steve Bremmer, Elliott Workgroup, presented this item. Tyler indicated this subdivision was for the City's affordable housing project.

Council Member Henney indicated the Planning Commission had expressed concerned about the covered carport and the townhome with the accessory apartment, both of which had never been done before in the City, but they supported it after further discussion.

Council Member Beerman stated this subdivision was located in a FEMA flood zone site and it would be difficult to get a loan. Erickson stated the livable area had to be 12 inches above the floodplain. The buyers would be required to pay the flood insurance on the for-sale units and the HOA would pay for the flood insurance for the rentals.

Mayor Thomas opened the public hearing. No comments were given. Mayor Thomas closed the public hearing.

Council Member Gerber was concerned about having the accessory apartment behind the townhome. She indicated that these were first time homeowners and they would be landlords as well. She suggested meeting with mortgage brokers to discuss options. Council Member Henney disagreed, stating people differed in their desire for living accommodations and this would be one option the City would offer to applicants. Council Member Gerber stated studio apartments were geared to seasonal employees instead of families.

Anne Laurent stated she would be back for further discussion on this project before the units were put out for offering. There would be restrictions on the accessory apartment, noting family members could rent it, and there would be rent limits in order to keep it affordable. There would also be a requirement for a minimum six month lease on the accessory apartment.

Council Member Worel agreed with Council Member Henney that this was one more affordable option for people in the community. Council Member Gerber expressed concern that people had a hard time qualifying for a mortgage and having the apartment would increase the value of the property which would make it more difficult to qualify for the loan.

Harrington clarified that this item was to approve a subdivision and the topic would return for further discussion at a later date.

Council Member Matsumoto moved to approve Ordinance 2017-48, an ordinance approving the Woodside Park Subdivision - Phase I, located at 1333 Park Avenue, 1353 Park Avenue and 1364 Woodside Avenue, based on the findings of fact, conclusions of law, and conditions of approval in a form approved by the City Attorney. Council Member Henney seconded the motion.

RESULT:	**APPROVED**
AYES:	Council Members Beerman, Gerber, Henney, Matsumoto, and Worel

3. Consideration to Authorize the City Manager to Enter into a Contract with Summit Land Conservancy as the Holder of a Preservation Easement for the

Library Field Preservation and Stewardship Project, in a Form Approved by the City Attorney:

Heinrich Deters, Trails and Open Space Manager, and Kate Sattelmeier, Summit Land Conservancy, presented this item. Deters reviewed that Council had directed staff to contract with an entity to preserve the library field.

Mayor Thomas opened the meeting for public input. No comments were given. Mayor Thomas closed the public input portion of the meeting.

Council Member Worel moved to authorize the City Manager to enter into a contract with Summit Land Conservancy as the holder of a preservation easement for the Library Field Preservation and Stewardship Project, in a form approved by the City Attorney. Council Member Beerman seconded the motion.

RESULT: APPROVED
AYES: Council Members Beerman, Gerber, Henney, Matsumoto, and Worel

4. Bonanza Flat Planning Update:

Wendy Fisher, Utah Open Lands, and Heinrich Deters, Trails and Open Space Manager, presented this item. Deters reviewed there had already been a meeting with the stakeholders and many of them echoed the priorities the Council had for the property. Fisher stated many were asking about access to the property. She felt the caring capacity for the property needed to balance the access requests.

Ware Peek demonstrated that information on Bonanza Flat could be found in several different areas on the City website. She noted a survey could be accessed on the webpage, and summaries of the different meetings held with other entities and the stakeholder group could be accessed as well. A timeline was also displayed.

Deters stated another component was the environmental resource inventory, noting final data would be distributed at the November 9th meeting. Fisher indicated preliminary data from this study was being collected on vegetation. Deters noted there was a lot of use on the property and port-o-potties were in place for the users. Fisher stated one of the attractions of Bonanza Flat was the vegetation. She indicated plants unique to the area and State had been found, such as the Cluster Lady Slipper. She reviewed the wildlife that lived in the habitat and also reviewed the noxious weed problem.

Fisher discussed the online survey that helped track the uses for the property. She noted the responders were there at least once a month. Uses for the property included hiking, mountain biking, snow shoeing, horseback riding, etc. She requested that the survey be extended in order to collect more responses. The Council agreed to extend the time period for the survey. Fisher also stated people would be on the property on certain days to distribute on-site surveys to those using the property.

Bridgette Meinhold, Brighton Estates resident and artist, stated she would be hosting an event called Creative Meetup, on the property, and noted there was something special about getting together with other creative people and using that energy in a creative way.

Mayor Thomas opened the meeting for public input. No comments were given. Mayor Thomas closed the public input portion of the meeting.

Council Member Henney was concerned about the Brighton Estates group being in the stakeholder group. Meinhold stated there was a neighborhood BBQ where Fisher gave a presentation on the study being performed on Bonanza Flat. Meinhold thought things were going as expected.

Rick Johnson, President of Brighton Estates HOA, stated Fisher kept them very engaged and involved with the ongoing study and information being distributed. He stated the residents of Brighton Estates were the resource for the property and knew the area intimately.

VI. NEW BUSINESS

1. Consideration to Approve Resolution No. 23-2017, a Resolution Adopting the August 2017 City Property Disposition List:

Heinrich Deters presented this item, and stated the intent of the list was to provide transparency to the public on the properties owned by the City and to provide planning for the future. He stated most of the properties listed were associated with the affordable housing goals of the City.

Mayor Thomas opened the public hearing. No comments were given. Mayor Thomas closed the public hearing.

Council Member Beerman moved to approve Resolution No. 23-2017, a resolution adopting the August, 2017, City Property Disposition List. Council Member Gerber seconded the motion.

RESULT: APPROVED
AYES: Council Members Beerman, Gerber, Henney, Matsumoto, and Worel

2. Consideration of Ordinance No. 2017-49, an Ordinance Approving the Prospector Square Supplemental Amendment to Lot G, Amending Lot 48B and 48C Pursuant to Findings of Fact, Conclusions of Law, and Conditions of Approval in a Form Approved by the City Attorney:

Hannah Tyler, Planner II, presented this item. She indicated the applicant requested that the interior lot lines be removed to make one lot.

Mayor Thomas opened the public hearing. No comments were given. Mayor Thomas closed the public hearing.

Council Member Worel moved to approve Ordinance No. 2017-49, an ordinance approving the Prospector Square Supplemental Amendment to Lot G, amending Lots 48B and 48C, pursuant to findings of fact, conclusions of law, and conditions of approval in a form approved by the City Attorney. Council Member Beerman seconded the motion.

RESULT: APPROVED
AYES: Council Members Beerman, Gerber, Henney, Matsumoto, and Worel

3. Consideration to Approve the 2017 Utah High School Cycling League (UHSCL) Mountain Bike Race, a Level Three Special Event:

Jenny Diersen, Special Events Manager, and Logan Jones, Trails and Open Space Coordinator, presented this item. Jones reviewed that the Mountain Bike race occurred from 2012-2015 in Round Valley. This group requested to return again this year on October 6-7. He explained the mitigation efforts, including using Richardson Flat for parking, which had access onto the highway, and posting the event on the trails two weeks prior to the event so trail users would be informed.

Council Member Worel asked if parking at the Summit County Health Department was included in the plan. It was indicated that area would only be used as a drop off area. Council Member Henney was concerned about the event occurring at 4:30 p.m., which was concurrent with a normally congested traffic time. Diersen stated the event on Friday would consist of only 400 people, so the impact would not be as big as on Saturday. It was noted on Friday the teams would arrive between 2:30 p.m.-3:00 p.m. and only coaches and volunteers would be parking at the trail head.

Mayor Thomas opened the public hearing. No comments were given. Mayor Thomas closed the public hearing.

Council Member Gerber moved to approve the 2017 Utah High School Cycling League (UHSCL) Mountain Bike Race, a Level Three Special Event. Council Member Beerman seconded the motion.

RESULT: APPROVED
AYES: Council Members Beerman, Gerber, Henney, Matsumoto, and Worel

4. Consideration to Amend the Supplemental Plan for the Park Silly Sunday Market (PSSM) on September 3, 2017 in a Form Approved by the City Attorney:

Jenny Diersen, Special Events Manager, and Alfred Knotts, Transportation Planning Manager, presented this item. Knotts reviewed that he proposed transportation mitigation efforts for summer events at the May 25th meeting. He stated a few of the suggestions had been implemented to get people to the events without using their vehicles.

Diersen stated for PSSM there would be free parking at the High School. There would be normal parking on Swede Alley and Main Street, and employees could park on North Marsac and Gateway. Vendors could pay if they wanted to park on China Bridge, and there would be increased residential signage and VMS boards, a bike valet and a direct shuttle.

Miners' Day traffic management would include the above mentioned mitigation efforts and it would also have a bus lane on Deer Valley Drive and a for-hire drop off area. Council Member Beerman asked Knotts to reach out to Uber to request compliance to these regulations.

Council Member Worel asked how employees knew how many spots were needed for employees. Diersen stated the North Marsac and Gateway lots would need to be filled before China Bridge would open for employees with blue dot passes.

Diersen explained the traffic management plan for Halloween as well, and noted the efforts were similar to the other events described. Council Member Beerman stated this event attracted a different crowd than the other events and he didn't want to gouge families. He suggested having spooky buses, with drivers dressing up, etc., in order to make the bus ride part of the event.

Mayor Thomas opened the public hearing. No comments were given. Mayor Thomas closed the public hearing.

Council Member Henney asked if employees would be confused if they parked at the high school for Silly Market and then had to park at the Yard for future events. He didn't want business owners and employees to become frustrated. Council Member Gerber stated the PSSM and Miners' Day events were this weekend and there was not enough time to get the Yard up and running, but she hoped the Yard could be used for the Halloween event in order to give it a test run at that time.

Council Member Worel moved to amend the Supplemental Plan for the Park Silly Sunday Market on September 3, 2017 in a form approved by the City Attorney. Council Member Gerber seconded the motion.

RESULT: APPROVED
AYES: Council Members Beerman, Gerber, Henney, Matsumoto, and Worel

5. Consideration to Amend the Supplemental Plan for the Miners Day Event on September 4, 2017 in a Form Approved by the City Attorney:

See Item 4 for full discussion.

Mayor Thomas opened the public hearing. No comments were given. Mayor Thomas closed the public hearing.

Council Member Beerman moved to amend the Supplemental Plan for the Miners' Day Event on September 4, 2017 in a form approved by the City Attorney. Council Member Henney seconded the motion.

RESULT: APPROVED
AYES: Council Members Beerman, Gerber, Henney, Matsumoto, and Worel

6. Consideration to Amend the Supplemental Plan for Halloween on Main on October 31, 2017 in a Form Approved by the City Attorney:

See Item 4 for full discussion.

Mayor Thomas opened the public hearing. No comments were given. Mayor Thomas closed the public hearing.

Council Member Worel expressed concern over charging families for this event. Council Member Gerber stated if parking was free, it would be a nightmare. Council Member Beerman stated the traffic for this event was awful and the City needed to try something different. Council Member Henney stated families were the customers and $10 for parking was reasonable. He thought parking spaces that employees would normally have would now be open for families. Diersen stated the price was lowered from $20 to $10 in consideration of the families that this event attracted.

Council Member Henney moved to amend the Supplemental Plan for Halloween on Main on October 31, 2017 in a form approved by the City Attorney. Council Member Gerber seconded the motion.

RESULT: APPROVED
AYES: Council Members Beerman, Gerber, Henney, and Matsumoto
NAYS: Council Member Worel

7. Consideration to Authorize the City Manager to Execute the Net Metering Settlement Stipulation, in a Form Approved by the City Attorney:

Luke Cartin, Environmental Sustainability Manager, explained the proposed stipulation settlement from Rocky Mountain Power. The current rate would continue for all current and new users until November 15th, and would be effective through December, 2035. A transition rate would begin for new users that sign on after November 15th and that rate would continue through December, 2032. The entities on the stipulation would be lobbying the State Legislature to extend the solar tax credit through 2024. He noted there was a carve-out for municipalities and the two state agencies that dealt with the dockets. The request would be for the City Manager to sign on as a signatory on the stipulation agreement.

Council Member Gerber asked if the export credit proceeding was starting now. Cartin stated the intervening that the City was involved in started in 2014, and it took until this September to resolve. It would take a few years to play out, but in the meantime, the transition customers would be coming online. He stated there was a lot of regulatory jargon, and he invited any in the community to reach out to him with questions.

Mayor Thomas opened the public hearing. No comments were given. Mayor Thomas closed the public hearing.

Council Member Gerber moved to authorize the City Manager to execute the Net Metering Settlement Stipulation, in a form approved by the City Attorney. Council Member Worel seconded the motion.

RESULT: APPROVED
AYES: Council Members Beerman, Gerber, Henney, Matsumoto, and Worel

VI. ADJOURNMENT

With no further business, the meeting was adjourned.

____
Michelle Kellogg, City Recorder

DATE: September 21, 2017

TO HONORABLE MAYOR AND COUNCIL

Park City Municipal Corporation (PCMC) closed on the 1.86 acre Yard-1 lot on May 2, 2017. A conditional use permit was granted for a commercial parking lot on the property on June 10, 2009 and is still in effect. City Council has, to date, prioritized the use of this property to forward their affordable housing goals. On May 11, 2017 Council directed staff to use the newly acquired parcel on a temporary basis (1-2 years) as a park and ride for Main Street employees until the design for the affordable housing project is complete. The current timeline estimates beginning development in spring 2019.

In the interim, with the advent of expanded paid parking in the downtown, staff believes using the property temporarily as a park and ride lot for a main street employee shuttle will provide a reasonable alternative to those affected by paid parking. Continued use for event parking is also supported by staff to support ongoing event traffic management strategies.

Ongoing public engagement will continue with adjacent property owners through the preliminary design phase and final design (Task 1 and 2 of the attached Scope of Work - Attachment A) to solicit and obtain additional public feedback prior to construction of any improvements. Additionally, public engagement will continue throughout the operation of the lot to ensure the neighborhood does not experience any adverse impacts. Should issues arise staff will work adjacent property owners to ensure they are addressed immediately.

Respectfully:

Alfred Knotts, Transportation Planning Manager

City
Staff Report

Subject:	**Approval of Professional Services Agreement with Alliance Engineering in the Amount of Twenty Nine Thousand Dollars ($29,000) For Engineering and Construction Management Services Related to Temporary Park and Ride Improvements at 1875 Homestake Road**
Authors:	**Alfred Knotts, Transportation Planning Manager** **Kenzie Coulson, Parking Services Manager**
Department:	**Transportation Planning and Parking Services**
Date:	**September 21, 2017**
Type of Item:	**Consent**

Summary Recommendation
Staff recommends that Council consider authorizing the City Manager to sign the Service Provider/Professional Services Agreement in a form approved by the City Attorney with Alliance Engineering in an amount not to exceed Twenty Nine Thousand Dollars ($29,000) for Engineering and Construction Management Services Related to the Design of and Construction of Temporary Park and Ride Improvements at 1875 Homestake Road.

Project Phase
Preliminary Engineering, Design, and Construction Management

Executive Summary
Park City Municipal Corporation (PCMC) closed on the 1.86 acre Yard-1 lot on May 2, 2017. A conditional use permit was granted for a commercial parking lot on the property on June 10, 2009 and is still in effect. City Council has, to date, prioritized the use of this property to forward their affordable housing goals. On May 11, 2017 Council directed staff to use the newly acquired parcel on a temporary basis (1-2 years) as a park and ride for Main Street employees until the design for the affordable housing project is complete. The current timeline estimates beginning development in spring 2019.

In the interim, with the advent of expanded paid parking in the downtown, staff believes using the property temporarily as a park and ride lot for a main street employee shuttle will provide a reasonable alternative to those affected by paid parking. Continued use for event parking is also supported by staff to support ongoing event traffic management strategies.

Ongoing public engagement will continue with adjacent property owners through the preliminary design phase and final design (Task 1 and 2 of the attached Scope of Work – Attachment A) to solicit and obtain additional public feedback prior to construction of any improvements. Additionally, public engagement will continue throughout the operation of the lot to ensure the neighborhood does not experience any adverse impacts. Should issues arise staff will work adjacent property owners to ensure they are addressed immediately.

Acronyms

OTTC	Old Town Transit Center
PCMC	Park City Municipal Corporation
RFP	Request for Proposal
SOW	Scope of Work

The Opportunity

Provide a convenient park and ride closer to Main Street than Ecker Hill or Richardson Flat that is served by dedicated shuttle service and does not result in dispersed and uncontrolled parking in adjacent residential areas.

Background

June 10, 2009 Planning Commission Staff Report - conditional use permit for use as a commercial parking lot on the 1875 Homestake
http://www.parkcity.org/Home/ShowDocument?id=38697

May 11, 2017 Staff Report – Direction from Council to proceed with improvements to 1875 Homestake to serve as a temporary park and ride lot for Main Street employees
http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=2246&Inline=True

Following Council's direction to proceed with utilization of the 1875 Homestake parcel as a temporary park and ride lot, staff issued an RFP on August 23rd, 2017 which closed on September 6th, 2017. The RFP requested preliminary engineering and construction management services for the following Scope of Work:

1. Vehicular, including transit bus and pedestrian access improvements to the Homestake lot via Homestake Drive to the west and Munckhin Drive to the east.
2. Access controls such as medians, curbs, and/or islands.
3. Parking lot layout and striping that maximizes parking capacity while facilitating efficient internal circulation, snow removal, and pedestrian safety.
4. Lighting improvements that are adequate for safety but do not adversely impact the adjacent properties and Park City's "night sky".
5. Design for footprint of a temporary/prefabricated transit passenger waiting area, temporary restroom facilities, trash receptacles, and bike racks.
6. Minor electrical work associated with the improvements outlined above.
7. Minor native landscaping.
8. Minor pavement rehabilitation including paving.

a. Design must adhere to City soil ordinance. Design shall have minimal grading and not require any off site removal of soils and all soils must remain on site and be in compliance with Park City ordinances.
b. Design shall be compliant and not obstruct the flood plain.
c. Design shall include signage recommendations.
d. Design shall include lighting recommendations.
e. Design shall be compliant with the Americans with Disabilities Act of 1990, as amended.

While several engineering firms did request and review the RFP Alliance Engineering was the sole firm to submit a proposal for the SOW outlined above. The Parking Department, Transit, Sustainability, and Transportation Planning see an opportunity to operate a temporary park and ride lot on 1875 Homestake for Main Street employees.

Analysis

With the anticipated expansion of paid parking in the downtown, staff believes temporarily establishing a temporary park and ride lot from this location will provide a convenient, free alternative to paid parking during the transition period from free to paid parking. Further, Council has directed staff to consider alternatives to event related access and circulation issues. This would be an opportunity to test alternatives and reduce traffic volumes to and from Old Town. Staff will return to Council in mid to late October for award of the construction contract. Following completion of the improvements Transit proposes to provide express service from the park and ride lot to Main Street with headways not anticipated to exceed ten minutes operating from the late afternoon to approximately 3 or 4 am to coincide with the implementation of paid parking currently scheduled to go into effect on December 15, 2017.

With regard to the long term vision for the Homestake Parcel, including Homestake Drive, the City is in the process of developing a scope of work and schedule to solicit and procure architectural service for the development of residential housing units. Once the architectural services are solicited and procured, City staff will engage adjacent property owners as well as the community at large to allow for public engagement and feedback on the City Housing Project. It is anticipated that public engagement for this effort will be extremely robust and thorough as to develop the best possible project that achieves a broad range of community goals while also complimenting the Bonanza Park neighborhood and the entire Park City community.

Alternatives for City Council to Consider

1. Recommended Alternative: Staff recommends that Council authorize the City Manager to sign the Service Provider/Professional in an amount Not to Exceed Twenty Nine Thousand ($29,000).

Pros

a. The proposed Service Provider agreement will result in the design of temporary offsite parking alternatives for Main Street employees
b. Following construction traffic volumes will be reduced at key intersections in Old Town

Cons

a. Funds in the amount of $29,000 will be expended on engineering and construction management services.

2. **Alternative: Deny the Item:** Council could choose to not authorize the contract with Alliance Engineering.

   Pros

   a. Funding in the amount of $29,000 will not be expended

   Cons

   a. Additional parking alternatives will not be available to Main Street employees in advance Parking Management
   b. Spillover parking in adjacent residential neighborhoods could occur

3. **Alternative 3 - Modify the Item:** Council could choose to change the contract terms. Staff does not recommend this alternative.

4. **Alternative 4 - Continue the Item:** Council could choose to continue the item. Staff does not recommend this alternative.

Funding Source

Transit funds will be used to fund the attached SOW

Department Review

Transit, Parking, Community Engagement, Legal, and City Manager.

Attachments

A Alliance Engineering SOW

Exhibits

A Potential site plan for temporary parking.

ATTACHMENT A

September 6, 2017
Alliance Engineering
PO Box 2664 - 323 Main St.
Park City, Utah 84060
435-649-9467 office

435-649-9475 fax
michael@alliance-engr.com

QUALIFICATIONS AND EXPERIENCE

Alliance Engineering is a civil engineering, land planning and survey company located on Main Street, in Park City. The firm was established over
35 years ago and has provided service, almost exclusively, to the Park City area since. We have experience in vehicular and pedestrian infrastructure projects, such as parking lots and pedestrian shelters, bus lane pull outs along roadways and state highways, pedestrian pathways and road intersection improvements for pedestrian safety, as well as utility and road reconstruction design in existing neighborhoods. *We are a local firm serving the needs of the greater Park City community.*

SCOPE OF SERVICES / PROJECT UNDERSTANDING AND APPROACH

The project consists of engineering design and construction management services of the temporary Homestake park and ride lot improvements. The goal of the project is to:

1. Design a parking stall striping plan to maximize parking capacity.
2. Facilitate the efficient circulation of vehicular access and snow removal.
3. Improve access for city bus services.
4. Provide lighting for public safety that is sensitive to the adjacent neighbors and facilitates public's access, mobility, and safety.

Alliance has experience with new parking lot and striping plan design to maximize capacity with our involvement of the Utah Olympic Park parking lot improvements in 2015. Alliance designed a parking lot expansion and striping plan that accommodated ADA parking and access, maximized parking capacity and provided a new lighting and storm drain system.

Alliance designed the Richardson Road park and ride lot in 2008 that included numerous parking stalls, landscape islands, lighting, driveway and bus access including an area for a future pedestrian shelter.

Alliance completed a parking lot project as part of the Millennium Trail from Olympic Parkway to Tech Center Road in Kimball Junction for Basin Recreation. The project included solar powered lighting along the trail and parking lot that is not as intrusive as standard parking lot and street light poles and may be a good option for the Homestake Road park and lot to provide adequate lighting to accommodate safety concerns and prevent nuisance lighting that negatively affects neighboring properties and dark sky initiatives.

Alliance Engineering has completed three different bus pull out lane and shelters projects located on Kearns Blvd (SR-248), adjacent to McPolin and TMJH schools, Park Avenue (SR-
224) in front of the Fresh Market and on Little Kate at the MARC. Alliance has the experience necessary to provide bus access and shelter designs that are necessary components of the Homestake Park and Ride project. Alliance has completed pedestrian enhancement projects including sidewalks and pathways along Lucky John, Little Kate and Holiday Ranch Loop that included street reconfiguration and crosswalks to improve safe

vehicular and pedestrian interactions at these busy neighborhood streets. Alliance has designed pedestrian improvement on Wyatt Earp and Paddington Drive that included reshaping the road intersection at the Rail Trail and providing a new crosswalk, extending the traffic island on Paddington Drive to slow and modify vehicular access through the intersection as well as the pedestrian island adjacent to Kearns Blvd (SR-248) to provide for a safe crossing route at the busy intersection with the state road.

Alliance Engineering is within minutes of both the project site and municipal offices, which will bring quick response time. We have a wealth of knowledge and understanding of Park City policies and procedures having completed numerous successful projects involving road, parking lot, pedestrian improvement and utility design as well as construction inspection and management. We are familiar with the standards of the wet and dry utility companies. We have established good relationships and worked with Park City Water, Engineering, Building, and Planning, SBWRD, Rocky Mountain Power, Dominion Energy (formerly known as Questar Gas), Qwest and Comcast. We are familiar with their requirements for design of new services and have contacts to coordinate any infrastructure improvements that may be necessary with the Homestake park and ride lot.

Alliance Engineering has worked with numerous other design professionals including structural and electrical engineers, architects and landscape architects. We anticipate using consultant services to assist with some design elements. We plan to work with a structural engineer, Peter Jarrett to provide a stable concrete pad for a pre-fabricated temporary shelter and restroom facility. We plan to work with an electrical engineer, PVE, BNA or Spectrum to provide street lighting and access control device options for the parking lot. We plan to work with architects and landscape architects, Elliott Workgroup and Langvardt Design Group to assist with the parking lot and access control device design as necessary. Alliance worked with EWG on the Parkite Condominiums that uses an electronic gate to control ingress and egress through the tunnel under Main Street to the building's parking garage. We plan to have a budget available to call upon our consultants for some special design elements for this project.

PROJECT AND FEE SCHEDULE

Task 1 Preliminary Design and Layout	completed September 2017	$ 7,000
Task 2 Final Design	completed September 2017	$ 4,000
Task 3 Bidding Support	completed September 2017	$ 2,000
Task 4 Construction Mgt	completed October 2017	$ 6,000
Consultant Budget		$ 10,000
TOTAL PROJECT COST		**$ 29,000**

DETAILED WORK PLAN

The scope of services for this project includes 4 primary tasks. These tasks beginning with the preliminary design phase and lead to final construction plans, bid documents, construction management and inspection.

Task 1 Preliminary Design

Alliance Engineering completed the existing condition and topography survey work as well as the Yard Subdivision First Amended plat that created Lot B. We have the existing information and design experience that is necessary to provide a new parking lot striping, lighting, and landscape plan that maximizes parking capacity and provides city bus access including a driveway, ingress and egress access control, road connections to Munchkin and a bus pull out lane as necessary. The bus stop area will include a pre-fabricated shelter, temporary restrooms, trash receptacles and bike rakes for the park and ride lot users. We will investigate the location of existing utilities and provide new utility services as a design option for lighting and temporary restrooms. The project will include additional signage to direct users to the park and ride lot. We will analyze the existing asphalt surface and locate areas for asphalt repair. We anticipate some landscaping islands or other areas with native vegetation to facilitate parking stall configurations design and provide snow storage areas. We will provide additional storm drain and detention areas for onsite storm water management. We will provide an engineer's estimate based on past project costs and research to current infrastructure pricing. In general, we will plan an efficient design that accommodates parking capacity, vehicular and bus access and provides a shelter that protects users of the park and ride from the elements.

Task 1 deliverables include an existing condition survey and assessment of existing conditions (including drainage and asphalt condition), location of existing utilities and concept design for proposed utility services, preliminary parking lot striping, lighting, drainage, landscape, driveway access and bus shelter plans as well as a road connection design to Munchkin Road.

Task 2 Final Design

Alliance will meet with the city and finalize the preliminary design options for the project elements and create a set of construction plans with the appurtenant details for contractor bidding and construction. Alliance will prepare contract documents, including a schedule of items with bid quantities and detailed specifications for each item. We will finalize cost estimates, and any utility coordination with the utility providers that may be necessary. Alliance will initiate the approvals and permits from PCMC planning, engineering, and building departments in anticipate of the work. Final review by PCMC staff will complete the construction plans and the contract documents for the next task of bidding the project.

Task 2 deliverables include final design, construction plans, specifications, schedule and engineer's cost estimate.

Task 3 Bidding Support

Alliance will coordinate the bid advertisement, provide the construction plans and contract documents to the bidders in electronic form, and administer the bid. We will conduct the pre-bid meeting, answer questions raised by bidding contractors, and issue addendums as necessary. Alliance Engineering will conduct the bid opening, evaluate the bids, and prepare recommendations.

Task 3 deliverables include bidding and contractor selection.

Task 4 Construction Management

Prior to commencement of work, we will conduct a pre-construction conference with PCMC staff, utility representatives, and the contractor to make sure all parties understand the project goals and implementation strategy. When the contractor receives the notice to proceed, our firm will be involved with inspecting the project, administer the contract throughout construction, verify and approve payment requests, review and evaluate possible change orders, and communicate with PCMC staff and the general public. Alliance will coordinate with the Contractor hired independent testing agency to ensure proper compaction effort and material installation. When the project reaches completion, we will close out the project, including a final inspection, generating punch-list items, determining substantial completion, reviewing the contractor's as-built drawings, and recommending final payment.

Task 4 deliverables include construction inspection, management and administration.

ADDITIONAL SERVICES AND INFORMATION

In the event that additional services are required, our rates for these services are noted on the following table:

ADDITIONAL SERVICES	RATE ($/hr)
Survey Crew	175
Easements, Legal Descriptions, Landscape Architect	120
Engineering	140
Drafting + Inspection	75
Clerical	60

Alliance Engineering has not been involved in any arbitration or litigation over the course of the past five years. None of the businesses or individuals providing these proposed services have been in bankruptcy or reorganization proceeding. We will provide proof of required insurance coverage.

PROJECT TEAM

Michael Demkowicz P.E.
Project Manager/Lead Designer

Ryan Betz
Engineer/Draftsman

Tandin Chapman
Engineer/Draftsman

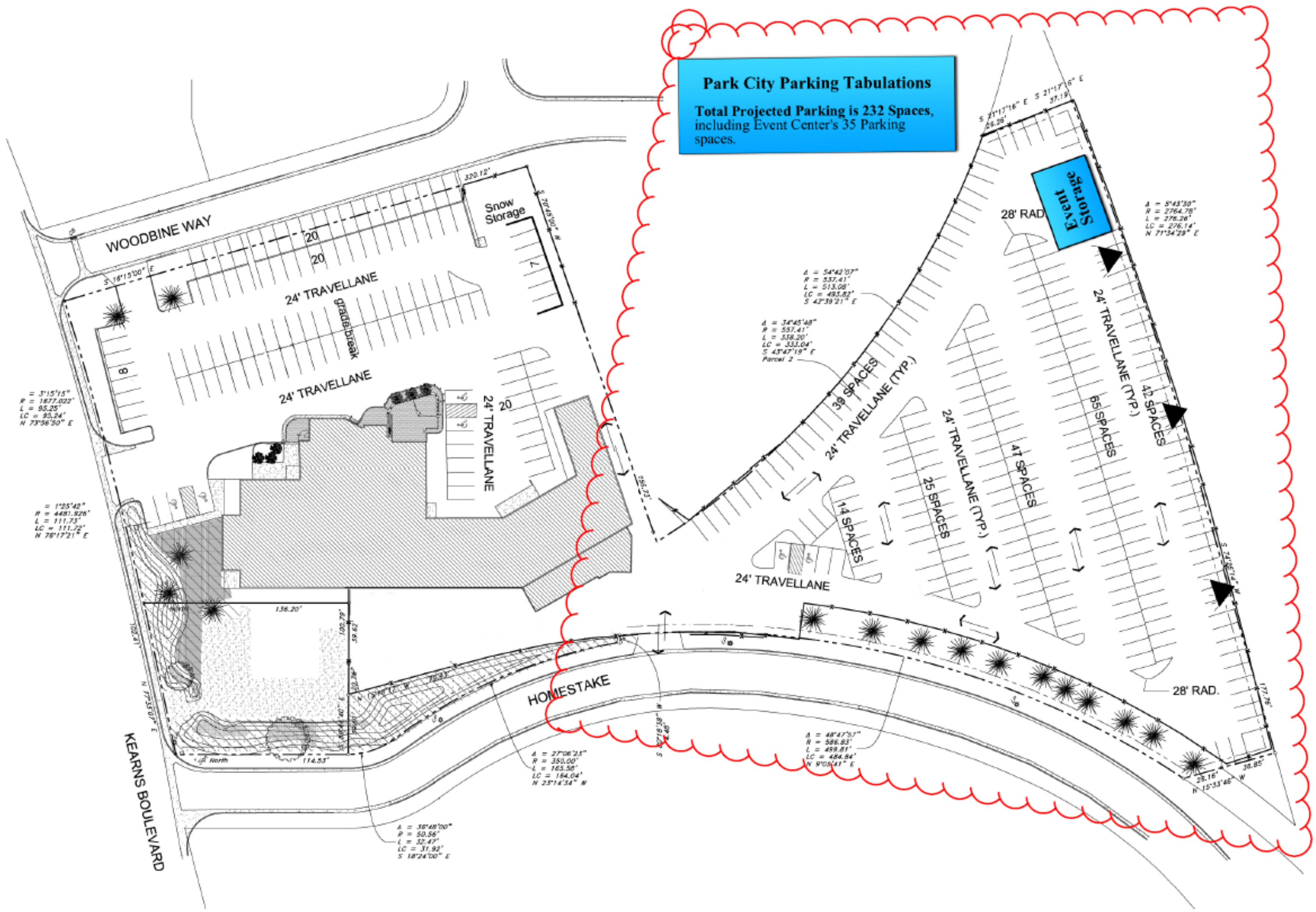
RELATED PROJECT EXPERIENCE AND CONTACTS (partial list)

- **BUS LANE AND SHELTER IMPROVEMENTS**
  Bus lane and shelter design improvements to accommodate the city bus service on Kearns Blvd., Park Avenue, and Little Kate

- **WYATT EARP PEDESTRIAN IMPROVEMENTS**
- **LITTLE KATE AND HOLIDAY RANCH LOOP PEDESTRIAN IMPROVEMENTS**

- **MILLENNIUM TRAIL AND PARKING LOT DESIGN**
  The project included a asphalt trail with solar powered lighting and a new parking lot design in Kimball Junction. Bob Radke, Basin Recreation bradke@basinrecreation.org
- **UTAH OLYMPIC PARK PARKING LOT IMPROVEMENTS**
  The project included expanding the existing parking lot and providing a more efficient striping plan that maximized parking capacity and provided ADA stalls and access. The project included a new storm drain system and parking lot lights.
  Colin Hilton, Utah Olympic Legacy Foundation, chilton@uolf.org

Exhibit A



Park City Parking Tabulations
Total Projected Parking is 232 Spaces, including Event Center's 35 Parking spaces.
Event Storage
WOODBINE WAY
24' TRAVELLANE
grade break
24' TRAVELLANE
24' TRAVELLANE
Snow Storage
28' RAD
39 SPACES
24' TRAVELLANE (TYP.)
24' TRAVELLANE (TYP.)
47 SPACES
65 SPACES
42 SPACES
24' TRAVELLANE (TYP.)
25 SPACES
14 SPACES
24' TRAVELLANE
28' RAD.
HOMESTAKE
KEARNS BOULEVARD

DATE: September 21, 2017

TO HONORABLE MAYOR AND COUNCIL

This Exclusive Utility Easement is for Dominion Energy (formerly Questar Gas) and would allow them to provide gas service to the affordable housing complex located at 1450/1460 Park Avenue.

Respectfully:

Matthew Cassel, City Engineer

City Council
Staff Report

Subject:	**Utility Gas Easement to provide gas to 1450/1460 Park Avenue**
Author:	**Matthew Cassel, City Engineer**
Date:	**September 21, 2017**
Type of Item:	**Legislative**

Summary Recommendations:
Staff recommends that City Council grant an exclusive utility easement across City property to Dominion Energy, in a form approved by the City Attorney, for the benefit of 1450/1460 Park Avenue.

Executive Summary:
The Exclusive Utility Easement is for Dominion Energy (formerly Questar Gas) and would allow them to provide gas service to the affordable housing complex located at 1450/1460 Park Avenue.

Acronyms:

CUP	Conditional Use Permit
DDW	Division of Drinking Water
HDDR	Historic District Design Review
HPB	Historic Preservation Board
SBWRD	Snyderville Basin Water Reclamation District

Problem:
During the development of this project, a 21 foot wide non-exclusive sewer easement was established in the common space of the project. With SBWRD approval, other utilities are allowed to be located in this easement including the City's water line. Dominion Energy was not comfortable with the non-exclusive easement and requested their own exclusive easement.

Background:
On March 29, 2007, Ordinance 07-20 approved the creation of two (2) legal lots of record from two (2) metes and bounds parcels at 1450-1460 Park Avenue. Later that year, the Retreat at the Park Subdivision was recorded on August 16, 2007.

In 2009, the City purchased the properties at 1450-1460 Park Avenue through the Lower Park Redevelopment Agency with the intent of creating an affordable housing project.

In 2015, the City chose to develop these two lots at 1450-1460 Park Avenue by rehabilitating the existing two (2) historic houses as well as build six (6) new single-family houses for a total of eight (8) affordable housing units.

An application for a plat amendment to combine Lots 1 and 2 of the Retreat at the Park Subdivision to create one legal lot of record and then record a condominium plat in order to create individual ownership was deemed complete on March 27, 2017.

The Park City Planning Commission reviewed this plat amendment request on June 28, 2017. The Planning Commission forwarded a positive recommendation to City Council for the plat amendment with a three-to-one vote.

On July 13, 2017, Council approved the plat amendment for the Retreat at the Park, First Amended located at 1450-1460 Park Avenue.

Alternatives:

A. Approve the Request:

This alternative approves and grants a utility easement to Dominion Energy. This is staff's recommendation.

Pros – Because the gas service is a critical path item for the construction of this affordable housing complex, approving this easement and, thus the installation of the gas service, allows the City to stay close to schedule

Cons – Cost of the gas service (which was already anticipated)

B. Deny the Request:

If this request is denied, City staff would need to find another source of heat for this affordable housing complex.

Pros – There are no pros,

Cons – City staff has started looking at electric heat as an alternative heating source but the time it would take for the design and construction to happen will significantly delay and add cost to the project.

Analysis:

During the development of this project, a 21 foot wide non-exclusive sewer easement was established for SBWRD in the common space of the project and is shown on the plat. With SBWRD approval, other utilities are able to locate their facilities in this sewer easement. The City's water line is located in the sewer easement (the water line and sewer line are spaced appropriately and meet DDW standards).

Dominion Energy was not comfortable with the non-exclusive easement and requested their own exclusive easement. This request came only a few months ago from the Dominion Gas field crews and after construction had started on the development. Installation of the gas main and services is now on the critical path of construction and needs to be completed in the near future so the project stays on schedule.

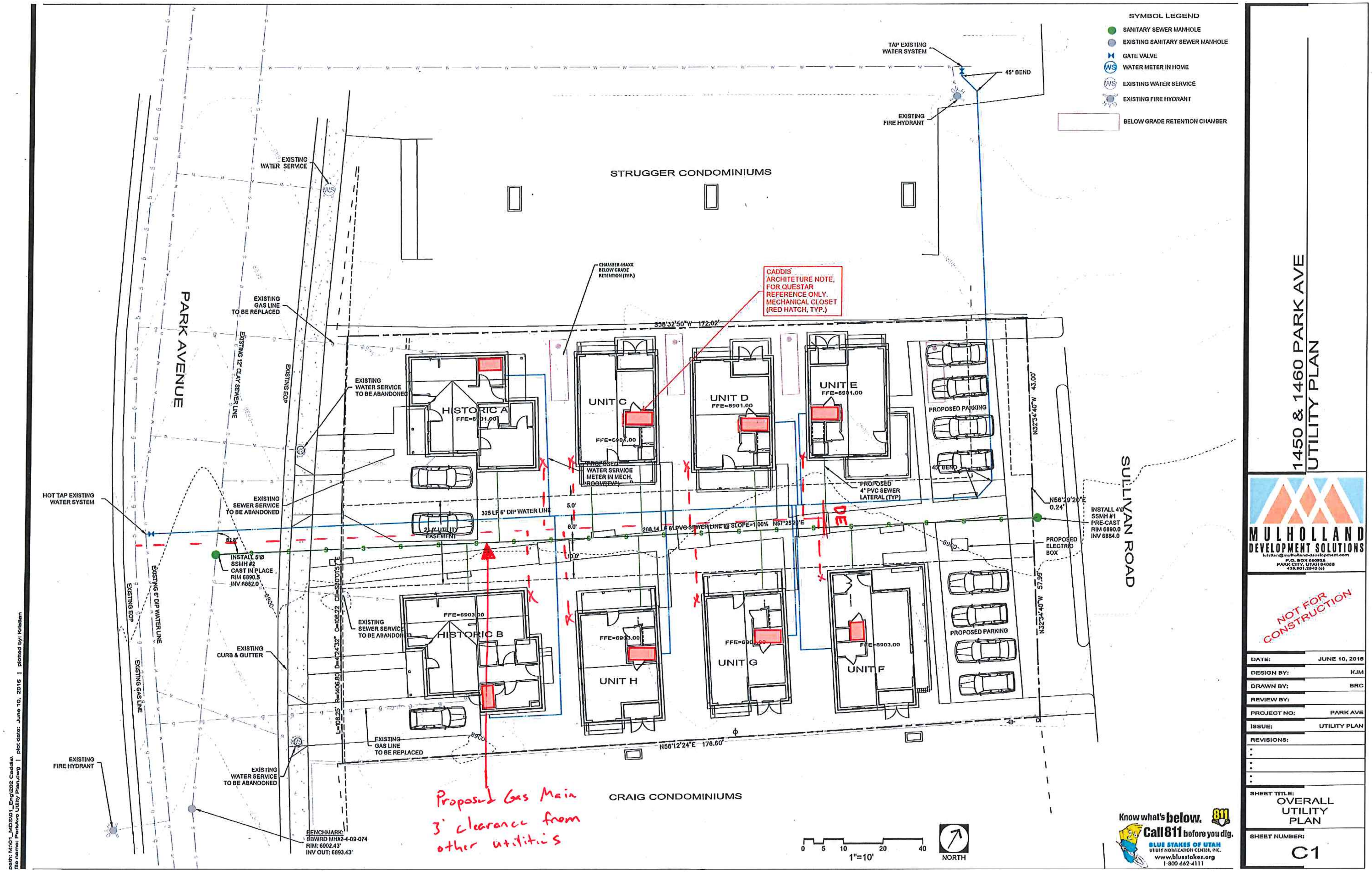
The location of the Dominion Energy easement is within the SBWRD easement. The gas main and service lines are relatively close to where staff had anticipated them to be located. Staff does not see this easement as causing any new site constraints and, thus, staff supports the easement.

Department Review:
This report has been reviewed by City Manager, Legal, Planning, Affordable Housing and Sustainability. All concerns raised by these departments have been incorporated herein.

Funding:
There are no significant or financial impacts arising from the recommended action that have not previously been considered.

Recommendation:
Staff recommends that City Council grant an exclusive utility easement across City property to Dominion Energy, in a form approved by the City Attorney, for the benefit of 1450/1460 Park Avenue.

Attachments: 1450/1460 Park Avenue Site Plan
Draft Dominion Energy Easement Agreement


SYMBOL LEGEND
SANITARY SEWER MANHOLE
EXISTING SANITARY SEWER MANHOLE
GATE VALVE
WATER METER IN HOME
EXISTING WATER SERVICE
EXISTING FIRE HYDRANT
BELOW GRADE RETENTION CHAMBER
TAP EXISTING WATER SYSTEM
45° BEND
EXISTING FIRE HYDRANT
STRUGGER CONDOMINIUMS
EXISTING WATER SERVICE
PARK AVENUE
EXISTING GAS LINE TO BE REPLACED
EXISTING 12" CLAY SEWER LINE
EXISTING EOP
CHAMBER-MAXX BELOW GRADE RETENTION (TYP.)
CADDIS ARCHITECTURE NOTE, FOR QUESTAR REFERENCE ONLY. MECHANICAL CLOSET (RED HATCH, TYP.)
S56°32'50"W 172.02'
EXISTING WATER SERVICE TO BE ABANDONED
HISTORIC A
FFE=6901.00
UNIT C
UNIT D
FFE=6901.00
UNIT E
FFE=6901.00
PROPOSED PARKING
N32°34'40"W 43.00'
PROPOSED WATER SERVICE METER IN MECH. ROOM (TYP.)
PROPOSED 4" PVC SEWER LATERAL (TYP)
45° BEND
HOT TAP EXISTING WATER SYSTEM
EXISTING SEWER SERVICE TO BE ABANDONED
325 LF 8" DIP WATER LINE
20' UTILITY EASEMENT
208.14 LF 8" PVC SEWER LINE @ SLOPE=1.00% N57°25'2"E
N56°29'20"E 0.24'
INSTALL 4'Ø SSMH #1 PRE-CAST RIM 6890.0 INV 6884.0
PROPOSED ELECTRIC BOX
SULLIVAN ROAD
INSTALL 5'Ø SSMH #2 CAST IN PLACE RIM 6890.5 INV 6882.0
EXISTING 6" DIP WATER LINE
EXISTING EOP
EXISTING SEWER SERVICE TO BE ABANDONED
HISTORIC B
FFE=6903.00
UNIT H
UNIT G
UNIT F
FFE=6903.00
PROPOSED PARKING
N32°34'40"W 57.99'
EXISTING CURB & GUTTER
EXISTING GAS LINE
EXISTING GAS LINE TO BE REPLACED
N56°12'24"E 176.60'
EXISTING FIRE HYDRANT
EXISTING WATER SERVICE TO BE ABANDONED
CRAIG CONDOMINIUMS
BENCHMARK: SBWRD MH#2-4-09-074 RIM: 6902.43' INV OUT: 6893.43'
Proposed Gas Main
3' clearance from other utilities
DE
0 5 10 20 40
1"=10'
NORTH
Know what's below. Call 811 before you dig.
BLUE STAKES OF UTAH UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
1-800-662-4111
path: M:\01_MDS\01_Eng\202 Caddis\ file name: ParkAve Utility Plan.dwg | plot date: June 10, 2016 | plotted by: Kristian
1450 & 1460 PARK AVE UTILITY PLAN
MULHOLLAND DEVELOPMENT SOLUTIONS
P.O. BOX 600925 PARK CITY, UTAH 84068
NOT FOR CONSTRUCTION
DATE: JUNE 10, 2016
DESIGN BY: KJM
DRAWN BY: BRC
REVIEW BY:
PROJECT NO: PARK AVE
ISSUE: UTILITY PLAN
REVISIONS:
SHEET TITLE: OVERALL UTILITY PLAN
SHEET NUMBER: C1

WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
Park Avenue MJ 2010138.lp;

Space above for County Recorder's use
PARCEL I.D.# RPS-1 & RPS-2

RIGHT-OF-WAY AND EASEMENT GRANT

RW# 40547

Park City Redevelopment Agency, "Grantor", does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, dba Dominion Energy Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR ($1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), through and across the following described land and premises situated in the County of Summit, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian; Park City, Summit County, Utah more particularly described as follows:

Commencing at the east corner of Lot 2 of The Retreat at the Park Subdivision recorded Entry #822375 and running thence North 32°34'40" West, a distance of 40.45 feet along the northeasterly property line to the true **Point of Beginning**. Thence South 57°25'20" West 175.60 feet to a point on a 1,406.80 foot radius non-tangent curve to the right, of which the radius point bears North 59°33'49" East, thence Northwesterly 21.02 feet along the arc of said curve through a central angle of 00°51'22"; thence North 57°25'20" East 174.90 feet; thence South 32°34'40" East 3.46 feet; thence South 56°29'20" West 0.24 feet; thence South 32°34'40" East 17.53 feet to the Point of Beginning.

Containing 3,679 square feet or 0.08 acres, more or less.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long as such Facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the Facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the Facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.

2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.

3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way, without prior written consent of Grantee.

4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.

5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.

6. Grantor agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, his/her/its agents, employees, invitees or as a result of Grantor's negligence.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

WITNESS the execution hereof this ____ day of ______________________, 2017.

[Signatures and Acknowledgments on Following Page]

Grantor:
Park City Redevelopment Agency

By: ________________________________

Print Name: _________________________

Its: ________________________________

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ________ day of _____________, 2017, personally appeared before me __________________________, who being duly sworn, did say that he/she is the signer of the within instrument, and that the within and foregoing Right-of-Way and Easement Grant was signed on behalf of Park City Redevelopment Agency, with actual and requisite authority, and said signer acknowledged to me that he/she executed the same.

____
Notary Public

PARK CITY 1884

DATE: September 21, 2017

TO HONORABLE MAYOR AND COUNCIL

The Creekside Water Treatment Plant project construction is nearing completion. Staff has identified specific SCADA Integration related items that require support from a Systems Integrator. To address these needs, Staff, in conjunction with SKM, Inc. has developed a scope of SCADA Integration services and requested a fee proposal from SKM.

Respectfully:

Nicholas Graue, Water Project Engineer

City Council Staff Report

Subject:	**SCADA Integrator Services – Creekside Water Treatment Plant Construction Agreement SKM, Inc.**
Author:	**Nick Graue, Public Utilities Engineer**
Department:	**Public Utilities**
Date:	**September 21, 2017**
Type of Item:	**Administrative**

Summary Recommendation

Staff recommends Council authorize the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with SKM, Inc. for the SCADA Integrator Services – Creekside Water Treatment Plant Project for an amount not to exceed $74,533.00.

Executive Summary

The Creekside Water Treatment Plant project construction is nearing completion. Staff has identified specific SCADA Integration related items that require support from a Systems Integrator. Staff issued a Request for Qualifications; SKM, Inc. was the most qualified firm of the three from which the City received proposals. To address these needs, staff, in conjunction with SKM, Inc. has developed a scope of SCADA Integration services and negotiated a fee proposal from SKM.

The Problem

To ensure that the Creekside Water Treatment Plant construction meets the requirements of the design and issued permits, specific SCADA integration services which are not included in the general construction contract are required to for facility automation and startup.

Acronyms and Abbreviations in this Report

The following acronyms and abbreviations have been used in this report:

SCADA:	Supervisory Control and Data Acquisition
GWUDI	Groundwater Under the Direct Influence of Surface Water
City:	Park City Municipal Corporation
DDW:	Utah State Division of Drinking Water
CWTP:	Creekside Water Treatment Plant
SKM:	SKM, Incorporated
CA/EO:	Compliance Agreement/Enforcement Order
PMW:	Park Meadows Well
SOQ:	Statement of Qualification
PLC:	Programmable Logic Controller
HMI:	Human Machine Interface

Background

A summary listing of key project related activities and, where applicable, associated links to material presented at City Council and Planning Commission meetings is provided below:

- January 9, 2014: RFQ issued for *Well Source Alternatives Analysis*
- January 30, 2014: RFQs received for *Well Source Alternatives Analysis*
- March 6, 2014: City Council Meeting ,Original PSA CH2M Engineering Services *http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=2013&Inline=True*
- May 8, 2014: City Manager Execution, PSA First Addendum, CH2M Engineering Services, time extension
- July 2014: Received *Park Meadows Well Source Alternatives Analysis Report,* prepared by CH2M
- August 6, 2014: The Utah Division of Drinking Water (DDW) declared the Park Meadows Well to be groundwater under the influence of surface water (GWUDI)
- September 29, 2014: A Compliance Agreement/Enforcement Order (CA/EA) was executed by DDW requiring filtration to be added to the existing well treatment process or removal of the well from the potable water system.
- November 13, 2014: City Manager Execution, PSA Second Addendum, CH2M Engineering Services, time extension
- September 3, 2015: City Council Meeting, PSA Third Addendum, CH2M Engineering Services
http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=2068&Inline=True
- December 3, 2015: City Council Work Session, Park Meadows Well Filtration Site Planning
http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=2080&Inline=True
- January 12, 2016: CUP application submitted to the Planning Department
- March 23, 2016: Planning Commission Meeting, *2392 Holiday Ranch Loop Road-Conditional Use Permit*. Staff was informed that the building location was non-conforming with the Sensitive Lands Overlay Zone requirements.
http://52.26.130.11/Home/ShowDocument?id=21271
- April 5, 2016: CUP application, updated proposal, submitted to the Planning Department
- May 12, 2016: City Council Work Session, Creekside Water Treatment Plant - Building Site Relocation
http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=2137&Inline=True
- July 13, 2016: Planning Commission Meeting, *2392 Holiday Ranch Loop Road-Conditional Use Permit*. CUP approved.
http://52.26.130.11/Home/ShowDocument?id=29472
- June 16, 2016: City Council Meeting, PSA Fourth Addendum, CH2M Engineering Services
http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=2143&Inline=True
- September 21, 2016: Per CA/EO, Construction Plans submittal to DDW
- January 26, 2017: DDW Construction Plan approval

- February 2, 2017: City Council Meeting, Construction Agreement, COP Construction, LLC
  http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=2222&Inline=True

Alternatives for City Council to Consider

This section provides pros and cons with the recommendation of entering into a Construction Agreement

Pros
Completion of facility SCADA programming and startup would ensure compliance with DDW regulations by the CA/EO deadline and allow the City to continue to use PMW as a drinking water source.

Cons
Commits capital improvement budget that could be utilized for other purposes

Consequences of not authorizing services
Would delay the project and could require use of the well, as a potable water source, to cease immediately.

Analysis

Contractor Selection
The request for qualification for the Water System SCADA Integrator Services was advertised on the Park City website beginning July 6, 2017 through July 27, 2017.

A review committee consisting of Public Utilities staff evaluated three SOQs from contractors as listed below:

- SKM, Inc.
- NKD Technologies
- AE2S

The SOQs were evaluated based on the following criteria:

1. Firm Identification and Organization (25% of total score)
2. Qualifications and References (50% of total score)
3. Additional Proposal Requirements (25% of total score)

SKM, Inc. was the top ranking firm and the selection committee opted not to shortlist interview the other firms. The final scope of services and proposed fee were negotiated with SKM, Inc.

The following are the deliverables to be provided by SKM per the final negotiated scope of work:

- Complete PLC Programming
- Complete HMI Programming

- PLC Panel Equipment, Manufacture and Installation
- Facility Start-up and Commissioning

Nick Graue, Public Utilities Engineer, will be coordinating the work, and will be working under the guidance of the Public Utilities Engineering Manager.

Furthering the Goals of the General Plan

Through the General Plan, City Council has set as an objective to "Provide reliable public resources to ensure the health, welfare, and safety of residents and visitors" *(Objective 1.4 http://www.parkcity.org/home/showdocument?id=12388 page 99).* Additionally, City Council has established, through the strategic planning process and the Biennial Plans, the following Desired Outcomes:

- Enhanced water quality and high customer confidence
- Effective water conservation program
- Adequate and reliable water supply *(http://www.parkcity.org/Home/ShowDocument?id=13028 page 1)*

Department Review

This report has been reviewed by representatives of Public Utilities, Legal, and Executive Departments and their comments have been integrated into this report.

Funding Source

The funding for this project is part of the approved FY2018 Water Department Capital Improvement Project budget.

Attachment

A Scope of Services
B Fee Proposal

Attachment A

Creekside Water Treatment Plant

Scope of Work

REV0

This scope of work defines the tasks for the integration and implementation portion of the Creekside project. Attached with the scope of work is our associated fee proposal. The following will be the tasks associated with the project:

1. Task 0 – Project and Construction Management
2. Task 1 – PLC Programming
3. Task 2 – HMI Programming
4. Task 3 – PLC Panel Equipment and Manufacture
5. Task 4 – Start-up and Commissioning

TASK 0 – PROJECT MANAGEMENT

<u>Objectives and Activities</u>

As part of the Project Management task, SKM will review and comment on RFIs and submittals as well as manage coordination with contractor and owner to ensure deadlines are hit. It is anticipated that during start-up for two months that we will be involved in coordination and status meetings.

<u>Deliverables</u>

- RFI/Submittal responses as needed.

TASK 1 – PLC Programming

<u>Objectives and Activities</u>

Task 1 includes all the programming of the main PLC to deliver an operational system. This task will require input from the city and civil engineer on the specific controls of the system. This includes programming in the PLC for the following systems:

1. Park Meadows Well – All controls associated with controlling the well starts, stops, flush.
    a. PMP-44011 – Well Pump (Run, Fail, Auto, Leak, Start, Speed)
    b. LT-44011 – Well Level Sensor
    c. FIT-40011 – Well Flow
    d. PIT-40011 – Well Pressure
    e. FV-40011 – Well System Valve
    f. FV-40081 – Well Flush Valve

2. Divide Well – All controls associated with controlling the well starts, stops, flush.
    a. PMP-44041 – Well Pump (Run, Fail, Auto, Leak, Start, Speed)
    b. LT-44041 – Well Level Sensor
    c. FIT-40041 – Well Flow
    d. FV-40041 – Well System Valve
    e. FV-40082 – Well Flush Valve
3. Ancillary UV Controls – Controls for the valves that are before and after the UV system.
    a. FV-40012 – UV Isolation Valve
    b. FV-40013 – Unknown UV valve
    c. FV-40014 – Filter Flush Valve
    d. Controls with vendor PLC – includes interlocks and flow typically required by UV contractors.
4. Ancillary Chlorine Generation Controls – Controls for all the equipment surrounding the Microclor skid unit.
    a. FIT-40051 – Softened Water Flow
    b. FIT-40052 – Brine Flow
    c. Microclor Inputs (Level, Enable, etc) Also includes ethernet interface programming for interlocks.
    d. LSHH-40051 & LSH-40051 – Containment Sump Level Alarms
    e. FV-44051 – Sodium Hypo Supply Valve
5. Chlorine Metering Pumps.
    a. FV-44051 – Sodium Hypo Supply Valve
    b. PMP-44051 – Sodium Hypo Pump 1
    c. PMP-44052 – Sodium Hypo Pump 2
    d. PMP-44053 – Sodium Hypo Pump 3
6. Filter System – Includes the controls for the Pre-Filters and Filter system. System will include a manual service button to indicate which filters should be operational.
    a. PIT-44011 – Pre-Filter 1 Inlet Pressure
    b. PIT-44012 – Pre-Filter 1 Outlet Pressure
    c. PIT-44021 – Pre-Filter 2 Inlet Pressure
    d. PIT-44022 – Pre-Filter 2 Outlet Pressure
    e. PIT-44031 – Pre-Filter 3 Inlet Pressure
    f. PIT-44032 – Pre-Filter 3 Outlet Pressure
    g. PIT-44013 – Filter 1 Inlet Pressure
    h. PIT-44014 – Filter 1 Outlet Pressure
    i. PIT-44023 – Filter 2 Inlet Pressure
    j. PIT-44024 – Filter 2 Outlet Pressure
7. Water Quality Monitoring – Monitoring and Alarming of the water quality instruments
    a. AIT-40011 – Divide Well Raw Water Conductivity
    b. AIT-40011 – Divide Well Raw Water Turbidity
    c. AIT-40042 – Divide Well Finished Water Cl Residual
    d. AIT-40042 – Divide Well Finished Water pH

e. AIT-40042 – Divide Well Finished Temperature
f. AIT-40013 – Park Meadows Well Raw Water Conductivity
g. AIT-40013 – Park Meadows Well Raw Water Turbidity
h. AIT-44011 – Filter 1 Outlet Turbidity
i. AIT-44021 – Filter 2 Outlet Turbidity
j. AIT-44012 – Combined Filter Turbidity
k. AIT-40012 – Park Meadows Well Finished Water Cl Residual
l. AIT-40012 – Park Meadows Well Finished Water pH
m. AIT-40012 – Park Meadows Well Finished Temperature

8. Ancillary Building Alarms
   a. HVAC Control Panel Alarm
   b. Security Panel Alarm and Trouble

IO Totals:

1. DI – 16
2. DO – 6
3. AI – 31
4. AO – 3
5. Devicenet Valves – 7
6. Ethernet Drives - 2

Deliverables

- PLC Program

TASK 3 – HMI Programming

Objectives and Activities

The HMI Programming portion of the scope includes additions to the Ignition SCADA system to include all the additions in the project. HMI Additions include the following:

1. All programming from the PLC in Task 2 – Approximately 3,000 HMI Tags
2. Integration of IO points from UV PLC – Approximately 200 HMI Tags
3. Integration of IO points from MicroClor Panel – Approximately 100 HMI Tags
4. Integration of TED power system – Approximately 80 HMI Tags

Deliverables

- Updated HMI Program
- Training on new screens

Attachment A

TASK 4 – PLC Construction

Objectives and Activities

PLC cabinet needs to be provided for the project to accommodate the IO requirements. After discussions with the city it was decided to use a ControlLogix platform at the wellsite. The following major hardware pieces are being provided:

1. ControlLogix with IO cards to accommodate IO with 20% spare capacity.
2. Ethernet ring to accommodate the well VFDs
3. Devicenet bus to communicate to the valves
4. UL labeled enclosure
5. Separate panel outside for fiber termination

In addition to the added hardware it is also in our scope to provide PLC drawings and terminate all IO in the PLC cabinet.

Deliverables and Schedule

- PLC Panel – October 23rd, 2017
- IO Terminations inside the PLC cabinet – Completed by October 30th contingent on electrical contractor.
- Panel Drawings

PHASE 5 – STARTUP AND COMMISSIONING

Objectives and Activities

SKM will be on-site to loop test all devices that are landed in the PLC with the electricians. It is expected that this will happen over a period of seven business days.

In addition to loop testing we are anticipating two days of functional testing with PCMC staff.

Deliverables

- Functional System – Testing to take place starting on October 30th.

Attachment B

EXHIBIT J: FEE ESTIMATE

Creekside Treatment Facility
Park City Municipal Corporation

TASK DESCRIPTION	SKM TEAM COSTS						Other Direct Costs	TOTAL ESTIMATED COSTS
	Allen Rogers Project Manager	Tovey Ashby Programmer	Nick Eggertz Programmer	Designer/Technicians	Total SKM Labor Hours	Total SKM Labor Costs		
	$125	$115	$115	$95				
Creekside Treatment Facility								
Task 0 - Project Management	**56**	**0**	**0**	**0**	**56**	**$7,000**		**$7,000**
Project Management	*40*							
Workshops, Meetings, Training	*16*							
Task 1 - PLC Programming	**0**	**60**	**0**	**0**	**60**	**$6,900**		**$6,900**
PLC Programming	*0*	*60*						
Task 2 - HMI Programming	**0**	**0**	**100**	**0**	**100**	**$11,500**		**$11,500**
HMI Programming			*100*					
Task 3 - PLC Panel	**0**	**16**	**0**	**16**	**32**	**$3,360**	**$35,033**	**$38,393**
PLC Hardware(PLC, Isolators, Power Supplies)							*$25,233*	
Enclosure Construction							*$8,200*	
Network Cabinet							*$1,600*	
Terminations		*16*						
Drawing Set				*16*				
Task 4 - Start-Up and Commissioning	**16**	**76**	**0**	**0**	**92**	**$10,740**		**$10,740**
Loop Testing	*8*	*60*						
Functional Testing	*8*	*16*						
Subtotals	**72**	**168**	**100**	**32**	**340**	**$39,500**	**$35,033**	**$74,533**

DATE: September 21, 2017

TO HONORABLE MAYOR AND COUNCIL

Mark Maziarz proposed a donation of five (5) pianos from the Pianos for All project, to the Park City Public Art Collection. Two (2) of the pianos are in a state of disrepair. Three (3) of the pianos are in need of maintenance.

Based on a recommendation from PAAB, staff recommends that Council review and accept three Pianos for All into the City's Public Art Collection and enter into a one year Professional Services Agreement for maintenance of the pianos in an amount not to exceed two thousand dollars ($2,000.00).

Respectfully:

Jennifer Diersen,

City Council
Staff Report

Subject:	**Public Art Piano Donation Acceptance and Maintenance Contract**
Author:	**Jenny Diersen, Staff Liaison to PAAB**
Department:	**Economic Development**
Date:	**September 21, 2017**
Type of Item:	**Administrative**

Summary Recommendation
Based on a recommendation from PAAB, staff recommends that Council review and accept the Pianos for All Donation into the Public Art Collection and authorize the City Manager to enter into a one year Professional Services Agreement in a form approved by the City Attorney with Mark Maziarz (Park City Dad, LLC) for maintenance of the pianos in the amount of two thousand dollars ($2,000.00)

Executive Summary
Mark Maziarz proposed a donation of five (5) pianos from the Pianos for All project, to the Park City Public Art Collection. Two (2) of the pianos are in a state of disrepair. Three (3) of the pianos are in need of maintenance.

Based on a recommendation from PAAB, staff recommends that Council review and accept three Pianos for All into the City's Public Art Collection and enter into a one year Professional Services Agreement for maintenance of the pianos in an amount not to exceed two thousand dollars ($2,000.00).

Acronyms

PAAB	Public Art Advisory Board
PCMC	Park City Municipal Corporation

The Problem and the Opportunity
Public Art is an important part of Arts and Culture and helps connect the community as well as creates a sense of place. The Pianos for All project was created by a local residents as a way to increase artistic vibrancy and engage the community as well as visitors.

Currently, the Pianos for All are not owned by PCMC. Over the last few years, many of the pianos within Park City's jurisdiction have fallen into disrepair, due to lack of resources to maintain them.

PAAB sees value in taking ownership of the pianos, in an effort to reinstate the pianos and bring vibrancy back to the program. PAAB also sees value in this project, as the Summit County Public Art Advisory Board has taken on this project with pianos in their jurisdiction, and collaborating on the program is likely to offer opportunities make connections throughout both Park City and Summit County.

Background

- Art Pianos for All Project was started by local resident Mark Maziarz as an idea from a City Tour Trip to Ft. Collins in 2011.
- In 2012, the project was implemented and restored pianos were painted and placed in locations throughout Park City and Summit County, including City, County and private properties.
- Three (3) pianos currently exist on City Property including the PCMARC, Miners Hospital and Old Town Transit Center
- Two (2) pianos exist on private property, within the City's jurisdiction including the National Ability Center and Silver Star Cafe

Analysis

A review of the pianos has been completed by Mark Maziarz and details are listed below.

- PCMARC - replace key tops and move to another location to protect from outside elements, may move to Transit Center.
- Miners Hospital – replace key tops, may move to another location – looking at moving to bandstand at South City Park.
- Transit Center – to be removed as piano is in disrepair due to graffiti.
- National Ability Center– replace key tops, keep on private property at NAC.
- Silver Star Café – to be removed, piano is in disrepair.

Staff has worked with Mark Maziarz to outline a maintenance contract to repair three pianos including dusting and surface cleaning, replacement of loose key tops, repair broken/misaligned hammer flanges and turning the pianos annually. The contract also includes funds to remove the Transit Center piano and discard it.

It is likely that staff will return at a future meeting upon recommendation from PAAB recommend new pianos be added to replace the pianos that are in disrepair. Any new pianos would be considered outside of the donation and maintenance contract. It is estimated that any new pianos would cost an additional $1,200.00.

Staff recommends accepting donation of three pianos (PCMARC, Miners Hospital and National Ability Center) into the Public Art Collection, and removing the Transit Center piano because it is in a state of disrepair. Staff also recommends entering into a one year Professional Service Agreement for maintenance of the pianos in an amount not to exceed two thousand dollars ($2,000.00).

- The Silver Star Café piano is also likely to be removed, but because the PAAB does not recommend accepting it into the collection and because it is on private property, the service provider will be responsible for discarding the piano on their own.

If the revitalization and maintenance of the program is successful, staff will return next year to secure a multi-year maintenance contract for the project.

Alternatives for City Council to Consider

1. **Recommended Alternative:**
   Based on a recommendation from PAAB, staff recommends that Council review and accept the Pianos for All Donation into the Public Art Collection and authorize the City Manager to enter into a one year Professional Services Agreement in a form approved by the City Attorney with Mark Maziarz (Park City Dad, LLC) for maintenance of the pianos in an amount not to exceed two thousand dollars ($2,000.00) .

   Pros
   a. Staff believes the donation and maintenance contract align with City Council's goals of providing a complete community that values economic diversity and arts and culture, creating engaged and effective government, and a thriving mountain community.
   b. Allows the piano project to be revitalized and properly maintained properly.
   c. Creates connections throughout the community, including with jurisdictional partners, including the Summit County Public Art Advisory Board.

   Cons
   a. Many of the pianos are in a state of disrepair, while the others are in need of serious maintenance.

   Consequences of Selecting This Alternative
   If the donation and maintenance contact were not accepted and approved, it is likely that the pianos would be removed from City property and the project would no longer exist within the City.

2. Continue the Item Alternative: The City Council may continue the item for more information or discussion. If Council continues the item, Council should provide clear direction regarding changes proposed to the City Service Agreement.

Cons:
a. This will postpone the approval of the piano donation & Professional Services Agreement.
b. Delays PAAB in planning maintenance for the project.

3 Deny Alternative:
City Council could deny the donation request and Professional Services Agreement for the project.

Cons
a. It is likely that the pianos would be removed from City property and the project would no longer exist, within the City.

Department Review

Economic Development, Budget, Legal and Executive have reviewed this report and their comments have been incorporated.

Funding Source
Funding for the maintenance contract for the pianos comes from the Park City Public Art Board’s operational account. Funding for any future pianos will come from the Public Art Advisory Board’s CIP funding.

Attachments
Exhibit A DRAFT Professional Services Agreement for Maintenance of Pianos

PARK CITY MUNICIPAL CORPORATION
PROVIDER/PROFESSIONAL SERVICES AGREEMENT
(MINOR)

THIS AGREEMENT is made and entered into in duplicate this _____ day of _______, 20__, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and PARK CITY DAD, a Limited Liability Company, ("Service Provider", collectively, the City and the Service Provider are referred to as ("the Parties").

WITNESSETH:

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

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

WHEREAS, the service provided to the City carries minimal insurance risk; and

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

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed two thousand dollars ($2,000.00).

The City has designated the Special Events and Economic Development Program Manager or his/her designee as City's Representative, who shall have authority to act in the City's behalf with respect to this Agreement consistent with the budget contract policy.

2. TERM.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on September 31, 2018 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 as follows: seventy five percent (75%) of contract price upon execution of this Agreement, and the remaining twenty five percent (25%) upon completion of maintenance services as outlined in Exhibit A.

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

C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as "Exhibit B," or if none is attached, as subsequently agreed to by both Parties in writing.

D. The Service Provider shall submit to the City Manager or her 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.

F. Service Provider acknowledges that the continuation of this Agreement after the end of the City's fiscal year is specifically subject to the City Council's approval of the annual budget.

4. RECORDS AND INSPECTIONS.

A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to 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.

B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.

C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider 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.

D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated, 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming and exemption form disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality.

Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

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. Service Provider does hereby remise, release, forever discharge and covenant not to sue PARK CITY MUNICIPAL CORPORATION, its agents, servants, employees, officers, successors and assigns, and/or heirs, executors and administrators, and also any and all other persons, associations and corporations, whether herein named or referred to or not, and who, together with the above named, may be jointly and severally liable to the Service Provider, of and from any and all, and all manner of, actions and causes of action, rights, suits, covenants, contracts, agreements, judgments, claims and demands whatsoever in law or equity, including claims for contribution, arising from and by reason of any and all KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN bodily and personal injuries or death, damage to property, and the consequences thereof, which heretofore have been, and which hereafter may be sustained by the Service Provider or by any and all other persons, associations and corporations, whether herein named or referred to or not, from all liability arising out of, in connection with, or incident to the execution of this Agreement

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

8. <u>INSURANCE</u>.

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 as follows:

A. Workers compensation insurance with limits as required by statutory law.

Service Provider shall submit with the signed Provider Service Agreement a certificate of insurance evidencing this coverage to the City.

B. Auto liability insurance with limits as required by statutory law.

C. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.

D. 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 AND WARRANTIES.

A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. Unless otherwise exempt, the Service Provider is required to have a valid Park City business license.

C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

D. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-12-302.

E. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

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. Any assignment made without the prior express consent of the City, as required by this part, shall be deemed null and void.

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.

D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. § 63G-12-302.

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. **PROHIBITED INTEREST, NO THIRD PARTY RIGHTS AND NO GRATUITY TO CITY EMPLOYEES**.

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

B. Nothing herein is intended to confer rights of any kind in any third party.

C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

15. 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.

16. 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.

17. 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. Notice is effective upon the date it was sent, except that a notice of termination pursuant to paragraph 16 is effective upon receipt. All reference to "days" in this Agreement shall mean calendar days.

18. 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 connection with that action or proceeding.

19. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the State of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Utah, both as to interpretation and performance.

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

20. SEVERABILITY AND NON-WAIVER.

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.

C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

21. ENTIRE AGREEMENT.

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

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

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

____
Diane Foster, City Manager

Attest:

____
City Recorder's Office

Approved as to form:

____
City Attorney's Office

SERVICE PROVIDER: Park City Dad
Name: Mark Maziarz
Address:
City/State/Zip:
Tax ID#: ____________________
PC Business License #:___________

____
Printed Name

____
Signature

____
Title

_________________________, a Utah limited liability company

By: ____

Park City Municipal Corporation Service Provider Agreement/Minor

Printed Name:

____

Title: ____

STATE OF _________________)
COUNTY OF ________________)
On this ____ day of ____________, 20____, ______________________________ (name of document signer) personally appeared before me , whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he/she is the __________________ (Title or Office) of Park City Dad, a Utah limited liability company, and that said document was signed by him/her on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he/she acknowledged to me that he/she executed the ________________________ (name of document being signed).

____
Notary Public

Park City Municipal Corporation Service Provider Agreement/Minor

EXHIBIT "A"

SCOPE OF SERVICES

The Service Provider will perform the following maintenance needs for the Public Art Pianos:

1. Remove and discard Transit Center piano that is in disrepair –$200.
2. Complete Inventory, conditions and maintenance for three pianos. This includes taking pictures of the pianos, writing conditions of each piano and providing this to the Project Manager - $300.
3. Tune pianos once a year - $300
4. Replace key boards on two of the pianos – $300
5. Basic Maintenance three pianos including dusting and general surface cleaning of pianos, replacement of up to 5 loose key tops, repair of broken or misaligned hammer flanges - $300
6. Move Pianos as necessary to new locations to prevent further weather damage - $300.
7. Social Media including facebook and instagram to help connect and engage the community with the repaired pianos - $300.

EXHIBIT "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK

If additional work is requested by Park City, the costs will be preapproved by the Park City Special Events Department which shall not exceed the amount allowed under the Scope of Services.

Park City Dad will charge $30 per hour for additional work, not including additional materials that may be needed. Additional tuning (more than once a year) is $150.

These situations require a written request from the City to Park City Dad, as outlined in the Park City Municipal Corporation Service Provider/ Professional Services Agreement. Exhibit A outlines the schedule and pricing costs.

Acquiring any new pianos would be done through a separate contract process.

DATE: September 21, 2017

TO HONORABLE MAYOR AND COUNCIL

The applicant requests to combine an adjacent remnant parcel with Lot 11 of the Sunnyside Subdivision to create one (1) 17,884 square foot, platted lot of record for an existing single-family house on the property. Lot 11 and the remnant parcel are commonly owned by the Applicant. On August 23, 2017 the Planning Commission conducted a public hearing and voted unanimously to forward a positive recommendation to City Council to approve this plat amendment. No public input was provided at the Planning Commission hearing.

Respectfully:

Kirsten Whetstone, Senior Planner

PARK CITY 1884 PLANNING DEPARTMENT

City Council
Staff Report

Subject: Second Amended Sunnyside Subdivision Lot 11
Author: Kirsten Whetstone, MS, AICP- Senior Planner
Project Number: PL-17-03584
Date: September 21, 2017
Type of Item: Legislative – Plat Amendment

Summary Recommendations
Staff recommends the City Council hold a public hearing and consider approving the Second Amended Sunnyside Subdivision Lot 11 plat amendment located at 606 Mellow Mountain Road pursuant to the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the attached Ordinance.

Description
Applicant:	Fred and Sue Schulte, owners
Applicant Representative:	Marshall King, Alliance Engineering
Location:	606 Mellow Mountain Road
Zoning:	Single Family (SF) District
Adjacent Land Uses:	Residential
Reason for Review:	Plat Amendments require Planning Commission review and City Council review and action

Proposal
The applicant requests to combine an adjacent remnant parcel with Lot 11 of the Sunnyside Subdivision to create one (1) 17,884 square foot, platted lot of record for an existing single-family house on the property. Lot 11 and the remnant parcel are commonly owned by the Applicant. (See Exhibit A proposed plat and Exhibit B applicant's letter). On August 23rd the Planning Commission conducted a public hearing and voted unanimously to forward a positive recommendation to City Council to approve this plat amendment. No public input was provided at the meeting.

Background
On June 5, 2017, the City received a plat amendment application for Sunnyside Subdivision Lot 11 located at 606 Mellow Mountain Road. The application was deemed complete on June 21, 2017. The property is located within the Single Family (SF) District and developed with a single family house. The 11,648 sf platted lot (Lot 11) and the 6,236 sf remnant parcel are both owned by the applicant and recognized together by Summit County as Parcel #SNS-11.

Sunnyside Subdivision was approved by City Council on July 19, 1979, and recorded at Summit County on August 3, 1979 (See Exhibit C existing Sunnyside Subdivision plat). At the time of plat recordation, there was land, adjacent and to the east, that was by error not included in the subdivision plat drafted for recordation. The eastern boundary of the subdivision was to coincide with the eastern boundary of the MS 5665 Lilly No. 3 Mining Claim but it fell approximately thirty-one feet (31') short. See Exhibit D- Summit County Recorder Office working copy of the Sunnyside Subdivision plat, Exhibit E- County Recorder Map, Exhibit F- Boundary Survey of Mining Claim Lots in the area and Exhibit G- Aerial Photo showing Quit Claim parcel.

The Sunnyside Subdivision plat was drawn up excluding this approximately 31' wide strip of property. The error was discovered in December of 1979 and the strip was quit claimed from the original land owner/developer (Royal Street Land Company) to the owner of the recorded subdivision (Park City Alliance, James Gaddis Investment Company, LTD, etc.), as Entry No. 161985, Book M147, Page 467 at Summit County Recorder Office. The strip of land runs north/south from the southern boundary of Lot 10 to the northern boundary of Lot 11 across Mellow Mountain Road.

On August 27, 1980, a warranty deed, Entry No. 169813, Book M165, Page 247, was recorded at Summit County conveying a parcel approximately 31 feet wide extending the length of Lot 11. On January 15, 1981, a warranty deed, Entry No. 175389, Book M 177, Page 414, was recorded at Summit County conveying a parcel approximately 31 feet wide extending the length of Lot 10 (across Mellow Mountain Road from Lot 11). The remnant parcel adjacent to Lot 10 was combined by the First Amended Sunnyside Subdivision Lot 10 approved by City Council on March 24, 2016 and recorded at Summit County on October 27, 2016.

In 1986, a building permit was issued for construction of a single-family house on Lot 11 located at 606 Mellow Mountain Road. The house was constructed across the warranty deed line and there was no requirement for a plat amendment at that time. The house on Lot 11 was constructed with a side setback measured from the eastern boundary of the warranty deed description (see Exhibit G).

The current owner of Lot 11 would like to record a plat amendment to remove the interior parcel line and resolve this remnant parcel issue. Summit County recognizes Lot 11 and the remnant parcel with a single Tax ID number (SNS-11). The working recorded plat at Summit County indicates that the utility easement along the east boundary of the current lot was moved to the east boundary of the warranty deed description back in the early 1980s.

On August 23rd the Planning Commission voted unanimously to forward a positive recommendation to City Council to approve this plat amendment.

Purpose

The purpose of the Single Family (SF) Zoning District is to:

(A) maintain existing predominately Single Family detached residential neighborhoods,

(B) allow for Single Family Development Compatible with existing Developments,

(C) maintain the character of mountain resort neighborhoods with Compatible residential design; and

(D) require Streetscape design that minimizes impacts on existing residents and reduces architectural impacts of the automobile.

Analysis

The proposed plat amendment creates one (1) lot of record from platted Lot 11 of the Sunnyside Subdivision and an adjacent remnant parcel. Lot 11 was platted with approval and recordation of the Sunnyside Subdivision in 1979. Lot 11 is 11,648 sf square feet (sf) in area. The adjacent remnant lot is 6,236 sf in area. Amended Lot 11 will have a total of 17,884 sf of lot area. Lots in Sunnyside Subdivision range in area from 8,596 sf to 23,860 sf. The applicant desires to resolve the remnant parcel issue as the common lot line runs through the existing single-family house.

A single-family dwelling is an allowed use in the Single Family (SF) District. Duplexes and multi-dwelling buildings are not allowed. There are no minimum or maximum lot sizes in the SF District. There is not a minimum or maximum lot width identified in the SF District. The existing lot is approximately 106.5 feet wide and the proposed lot is 140.7 feet wide. Access to the property is from Mellow Mountain Road.

The following table shows applicable development parameters in the Single Family (SF) District (Land Management Code Section 15-2.11):

LMC Requirements	Requirements
Building Footprint	No maximum building footprint or house size is required with the SF District or Sunnyside Subdivision.
Front/Rear Yard Setbacks	Front setback- minimum of 25 feet for front facing garage and 20 feet for the main house or side of garage. Existing house/garage is 25' – 45'. **Complies.** Rear setback- minimum of 15 feet. Existing house is 84'. **Complies.** (standard exceptions apply)
Side Yard Setbacks	Side setbacks- minimum of 12 feet. Existing house is 12' east side and 35' west side. **Complies.** (standard exceptions apply)
Building (Zone) Height	No Structure shall be erected to a height greater than twenty-eight (28') from Existing Grade. Exceptions apply, including 5' height to 33' for pitched roof (4:12 and greater). Existing is 25' to 30'. **Complies.**

Utility easements shall be platted on the amended plat, including 5' wide non-exclusive utility easements along the front, rear and side lot lines. The applicant shall verify that there are no existing utilities in the 5' non-exclusive utility easement along the existing

Lot 11 easterly property boundary. The 5' easement was relocated to the east boundary of the warranty deed description by the County in the 1980s. Staff recommends a condition of approval that prior to plat recordation, letters from utility providers (Questar, Rocky Mountain Power, and communications entities) shall be submitted indicating approval of utility easements associated with the new lot lines. SBWRD has already provided a letter indicating they have no issues with the plat amendment or relocation of utility easements.

The final mylar plat is required to be signed by the Snyderville Basin Water Reclamation District (SBWRD) as this ensures requirements of the District are addressed prior to plat recordation. A ten foot wide public snow storage easement is required along the front lot line.

A low stacked sandstone retaining wall encroaches 2' across the front property line onto Mellow Mountain Road right-of-way for a distance of approximately twenty feet. Larger loose individual sandstone boulders to the left of the driveway also encroach into the right-of-way (Exhibit H- photos). Staff recommends a condition of approval that these encroachments be resolved to the satisfaction of the City Engineer prior to plat recordation.

Good Cause
Planning Staff finds that there is good cause for this plat amendment as the plat amendment will resolve a remnant parcel issue and right-of-way encroachment issues. The plat amendment will not cause undo harm to adjacent property owners and all requirements of the Land Management Code for the existing house can be met. Plat recordation and compliance with all requirements of the SF District are required prior to issuance of any future building permits.

Process
Approval of this plat amendment application by the City Council constitutes Final Action that may be appealed following the procedures found in Land Management Code § 1-18.

Department Review
This project has gone through an interdepartmental review. Issues raised regarding the history of the remnant parcel have been further researched by staff and explained by the applicant (see Exhibit B). Other issues have been addressed with conditions of approval.

Notice
On August 3, 2017, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record on August 5, 2017, according to requirements of the Land Management Code.

Public Input
No public input was received at the Planning Commission hearing or prior to the time

this report was published.

Alternatives

- City Council may approve the Second Amended Sunnyside Subdivision Lot 11 plat amendment as conditioned or amended; or
- City Council may deny the Second Amended Sunnyside Subdivision Lot 11 plat amendment and direct staff to make Findings for this decision; or
- City Council may continue the discussion on this item to a date certain or uncertain.

Consequences of not taking the Planning Department's Recommendation

The platted lot and remnant parcel would remain as is, and continue to be commonly owned. The existing house would be a non-complying structure due to being constructed across the property line. The issue of the remnant parcel would remain unresolved. Sunnyside Subdivision does not have house size limitations based on lot size.

Summary Recommendation

Staff recommends the Planning Commission hold a public hearing for the Second Amended Sunnyside Subdivision plat amendment located at 606 Mellow Mountain Road and consider forwarding a positive recommendation to the City Council based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Exhibits

Ordinance
Exhibit A – Proposed Second Amended Plat
Exhibit B – Applicant’s Project Intent and existing conditions survey
Exhibit C – Existing Sunnyside Subdivision plat
Exhibit D – Recorders Working Copy of Sunnyside Subdivision plat
Exhibit E – County Recorder Plat Map
Exhibit F – Boundary Survey of Mining Claims- Lilly No. 3
Exhibit G – Quit Claim property Exhibit
Exhibit H – Photos

Ordinance No. 2017-50

AN ORDINANCE APPROVING THE SECOND AMENDED SUNNYSIDE SUBDIVISION LOT 11 PLAT AMENDMENT, LOCATED AT 606 MELLOW MOUNTAIN ROAD, PARK CITY, UTAH.

WHEREAS, the owner of the property located at 606 Mellow Mountain Road has petitioned the City Council for approval of the Plat Amendment; and

WHEREAS, on August 5, 2017, the property was properly noticed according to the requirements of the Land Management Code and legal notice was published in the Park Record; and

WHEREAS, on August 3, 2017, the property was posted and notice was sent to all affected property owners; and

WHEREAS, the Planning Commission conducted a public hearing on August 23, 2017, to receive input on the Plat Amendment and no public input was provided; and

WHEREAS, the Planning Commission, on August 23, 2017, forwarded a positive recommendation to the City Council; and,

WHEREAS, on September 21, 2017, the City Council held a public hearing to receive input on the plat amendment; and

WHEREAS, there is good cause and it is in the best interest of Park City, Utah to approve the Second Amended Sunnyside Subdivision Lot 11 plat amendment.

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

SECTION 1. APPROVAL. The Second Amended Sunnyside Subdivision Lot 11 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 606 Mellow Mountain Road.
2. The property is in the Single Family (SF) Zoning District.
3. The subject property consists of platted Lot 11 of the Sunnyside Subdivision and a remnant parcel located adjacent to Lot 11 on the easterly lot line.
4. The property, including Lot 11 and the remnant parcel, is recognized by Summit County as Parcel SNS-11 (Tax ID).
5. The property is currently developed with a single family house that straddles the common lot line between Lot 11 and the remnant parcel.
6. The proposed plat amendment creates one (1) 17,884 square foot (sf), platted lot

of record, by combining the 11,648 sf existing Lot 11 and the 6,236 sf remnant parcel under common ownership.

7. There are no minimum or maximum lot sizes in the SF District.
8. Lots in Sunnyside Subdivision range in area from 8,596 sf to 23,860 sf.
9. Sunnyside Subdivision was approved by City Council on July 19, 1979 and recorded at Summit County on August 3, 1979.
10. At the time of original plat recordation in 1979, land adjacent and to the east, was by error not included in the subdivision plat drafted for recordation. The eastern boundary of the subdivision was to coincide with the eastern boundary of the MS 5665 Lilly No. 3 Mining Claim.
11. The Sunnyside Subdivision plat was drawn up excluding this approximately 31' wide strip of property on the eastern boundary. The strip of land runs north/south from the southern boundary of Lot 10 to the northern boundary of Lot 11 across Mellow Mountain Road.
12. The platting error was discovered in December of 1979 and the 31' wide strip was quit claimed from the original land owner/developer (Royal Street Land Company) to the owner of the recorded subdivision (Park City Alliance, James Gaddis Investment Company, LTD, etc.), as Entry No 161985, Book M147, Page 467 at the Summit County Recorder's Office.
13. On August 27, 1980, a warranty deed, Entry No. 169813, Book M 165, Page 247, was recorded at the Summit County Recorder's office conveying a parcel approximately 31 feet wide extending the length of Lot 11 from the southerly boundary to the northerly boundary. This parcel is the 6,236 sf remnant parcel subject to the requested plat amendment.
14. A similar warranty deed was entered into the records for Lot 10 and the remnant parcel adjacent to Lot 10 was combined by the First Amended Sunnyside Subdivision Lot 10, approved by the City Council on March 24, 2016 and recorded at Summit County on October 27, 2016.
15. In 1986 a building permit was issued for construction of a single family house on Lot 11 located at 606 Mellow Mountain Road. The house was constructed across the warranty deed line and there was no requirement for a plat amendment at that time. The house on Lot 11 was constructed with a side setback measured from the eastern boundary of the warranty deed description, which is the eastern boundary of TAX ID number SNS-11.
16. The applicant desires to resolve the remnant parcel issue.
17. There is no maximum building footprint or house size identified for the Sunnyside Subdivision and all requirements of Land Management Code Section 15-2.11 (SF District) apply.
18. A single-family dwelling is an allowed use in the Single Family (SF) District.
19. There is not a minimum or maximum lot width identified in the SF District. The existing lot is approximately 106.5 feet wide and the proposed lot is 140.7 feet wide.
20. Access to the property is from Mellow Mountain Road, a public street. No changes are proposed to the existing driveway.
21. A low stacked sandstone retaining wall encroaches 2' over the front property line onto Mellow Mountain Road right-of-way for a distance of approximately twenty

feet. Larger, loose individual sandstone boulders to the left of the driveway also encroach into the right-of-way.

22. Utility easements recorded on the Sunnyside Subdivision plat are required to be shown on the amended plat, including 5’ wide non-exclusive utility and drainage easements along the front, rear and side lot lines.
23. Summit County documents show that the 5’ easement was moved to the eastern boundary of the warranty deed. The applicant will verify that there are no existing utilities in the platted 5’ non-exclusive utility easement along the existing Lot 11 easterly property boundary.
24. The final mylar plat is required to be signed by the Snyderville Basin Water Reclamation District to ensure that requirements of the District are addressed prior to plat recordation.
25. Snow storage area is required along public streets and rights-of-way due to the possibility of large amounts of snowfall in this location.
26. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

Conclusions of Law:

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

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at the County within one year from the date of City Council approval. If the plat is not recorded within one (1) years’ time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. All new construction shall comply with LMC setback regulations in effect at the time of building permit issuance.
4. A ten foot (10’) wide public snow storage easement is required along the Mellow Mountain Road frontage of the property and shall be shown on the plat prior to recordation.
5. A five foot (5’) wide non-exclusive public utilities, drainage, and SBWRD easement is required along the front, rear and side lot lines of the new lot.
6. Modified 13-D sprinklers are required for any new construction and shall be noted on the plat.
7. All requirements of the Snyderville Basin Water Reclamation District shall be satisfied prior to recordation of the plat.

8. Prior to plat recordation, letters from utility providers (Questar, Rocky Mountain Power, and communications entities) shall be submitted indicating approval of utility easements associated with the new property lines.
9. Identified encroachments into the Mellow Mountain Road right-of-way shall be resolved to the satisfaction of the City Engineer prior to plat recordation.

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

PASSED AND ADOPTED this 21th day of September, 2017.

PARK CITY MUNICIPAL CORPORATION

____

Jack Thomas, MAYOR

ATTEST:

____

Michelle Kellogg, City Recorder

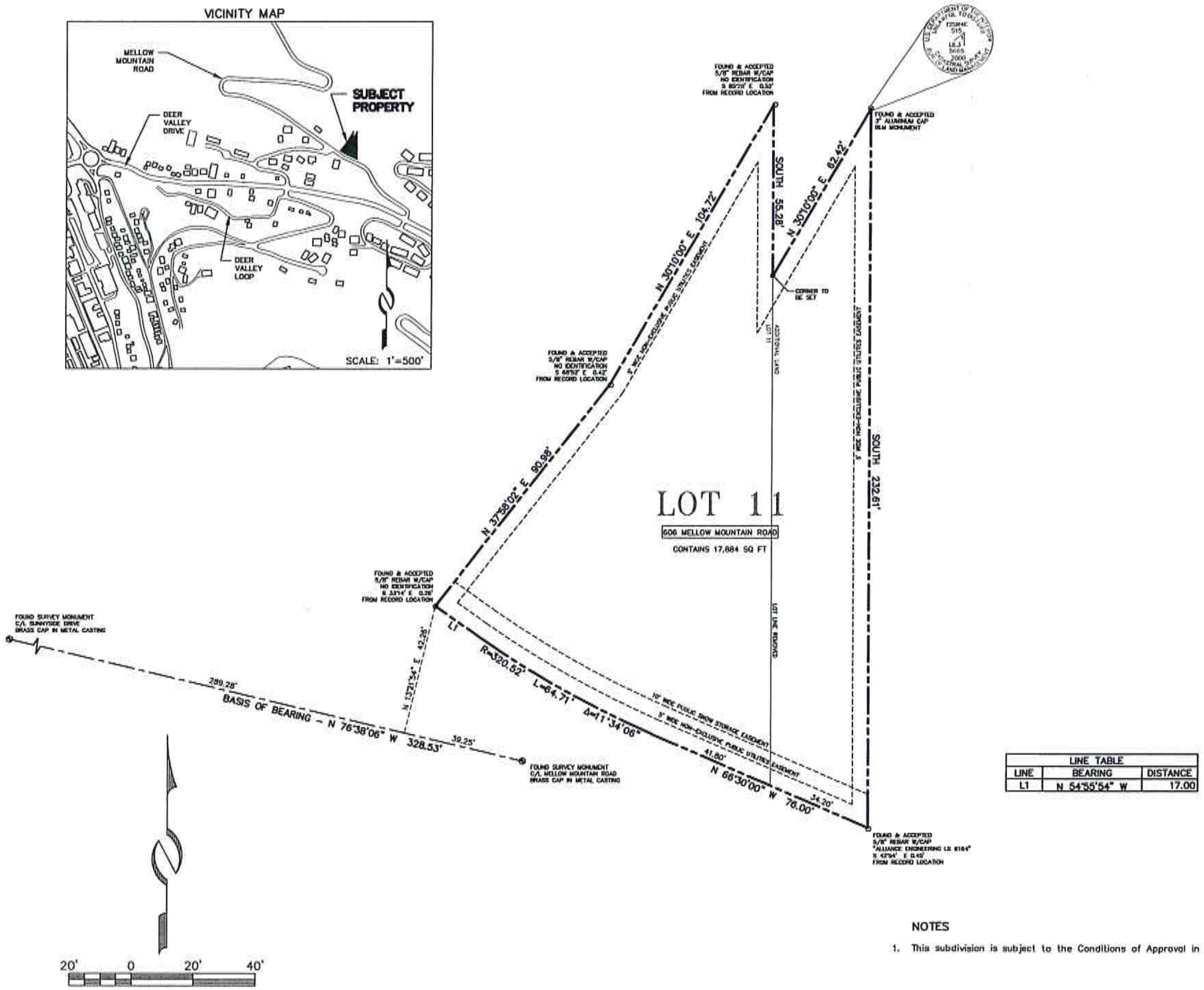
APPROVED AS TO FORM:

____

Mark Harrington, City Attorney

Exhibit A- Proposed plat

EXHIBIT A



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 54°55'54" W	17.00

NOTES

1. This subdivision is subject to the Conditions of Approval in Ordinance 17-_____

SURVEYOR'S CERTIFICATE

PROFESSIONAL LAND SURVEYOR No. 7248891 CHARLES GALATI State of Utah

I, Charles Galati, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 7248891, as prescribed under the laws of the State of Utah. I further certify that by authority of the owner, I have made a survey of the tract of land into lots and streets, together with easements, hereafter to be known as SUNNYSIDE SUBDIVISION LOT 11– FIRST AMENDED and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

LEGAL DESCRIPTION

PARCEL 1:

Beginning at the southeast corner of Lot 11, SUNNYSIDE SUBDIVISION according to the official plat thereof on file and of record in the Summit County Recorder's Office, and running thence South 66°30' East 34.20 feet; thence North 232.61 feet; thence South 30°10' West 62.42 feet to a point on the easterly line of Lot 11; thence South along said easterly line 165.006 feet to the point of beginning.

PARCEL 2:

Lot 11, SUNNYSIDE SUBDIVISION, according to the official plat thereof, recorded in the Summit County Recorder's Office.

Excepting therefrom:

Beginning at the northeast corner of Lot 11, SUNNYSIDE SUBDIVISION, and running thence South along the easterly line of Lot 11, 55.29 feet; thence South 30°10' West 104.72 feet; thence North 55.00 feet to a point on the northwesterly line of said Lot 11; thence North 30°10' East along said northwesterly line 104.72 feet to the point of beginning.

PARCEL 3:

Beginning at a point which is located South 30°10' West 62.42 feet from the corner No. 1 of the Lilly No. 3 Mining Claim (Survey No. 5665), said point also being on the east boundary line of the SUNNYSIDE SUBDIVISION, as recorded, and also located South 112.77 feet and East 1371.80 feet from the east quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence North along said east boundary line 55.29 feet; thence South 30°10' West along the boundary of said Subdivision 104.72 feet; thence South 55.29 feet to a point of intersection with the northeasterly sideline of the said Lilly No. 3 Mining Claim; thence North 30°10' East along the said northeasterly sideline 104.72 feet to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, Fred Schulte & Sue Schulte, husband & wife as tenants in common, hereby certify that they have caused a survey to be made and this SUNNYSIDE SUBDIVISION LOT 11–FIRST AMENDED to be prepared and hereby consent to the recordation of this SUNNYSIDE SUBDIVISION LOT 11–FIRST AMENDED.

In witness whereof, the undersigned set his hand this

______ day of _______________, 2017.

By: ______________________________
Fred Schulte

In witness whereof, the undersigned set her hand this

______ day of _______________, 2017.

By: ______________________________
Sue Schulte

ACKNOWLEDGMENT

State of: ________________;
ss:
County of: ________________;

On this ______ day of ________________________, 2017, Fred Schulte personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Fred Schulte acknowledged to me that he is the person whose name is subscribed to this instrument, and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

____
Notary Public

____
Printed Name

Residing in: __________________

My commission expires: ______________________

ACKNOWLEDGMENT

State of: ________________;
ss:
County of: ________________;

On this ______ day of ________________________, 2017, Sue Schulte personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Sue Schulte acknowledged to me that she is the person whose name is subscribed to this instrument, and that she signed the above Owner's Dedication and Consent to Record freely and voluntarily.

____
Notary Public

____
Printed Name

Residing in: __________________

My commission expires: ______________________

RECEIVED
JUN 30 2017
PARK CITY PLANNING DEPT.

SUNNYSIDE SUBDIVISION LOT 11–FIRST AMENDED

A SINGLE FAMILY SUBDIVISION LOCATED IN SECTION 15
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN

SHEET 1 OF 1

6/30/17 JOB NO.: 8-10-16 FILE: X:\EastofOldTown\dwg\srv\plat2016\081016.dwg

(435) 649-9467
Alliance Engineering Inc.
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _______ DAY OF ____________, 2017
BY __________________
S.B.W.R.D.

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF ____________, 2017
BY __________________
CHAIR

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ______ DAY OF ____________, 2017
BY __________________
PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS ______ DAY OF ____________, 2017
BY __________________
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF ________, 2017
BY __________________
MAYOR

CERTIFICATE OF ATTEST
I CERTIFY THIS PLAT MAP WAS APPROVED BY PARK CITY COUNCIL THIS ______ DAY OF ____________, 2017
BY __________________
PARK CITY RECORDER

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF ____________________
DATE ________ TIME _______ ENTRY NO. ________
________ FEE ________ RECORDER

EXHIBIT B

SUNNYSIDE SUBDIVISION
LOT 11 PLUS ADDITIONAL

(606 MELLOW MOUNTAIN ROAD)

PROJECT INTENT

March 23, 2017

Sunnyside Subdivision was recorded August 3, 1979, in the office of the Summit County Recorder. At the time of the plat recordation, there was additional land to the east of Sunnyside Subdivision that erroneously was not included in the originally recorded subdivision. The east boundary of Sunnyside Subdivision was to be the east boundary of the Lilly No. 3 mining claim, but the Lilly No. 3 mining claim was previously surveyed in the incorrect location.

On December 5, 1979, a quitclaim deed, Entry No. 161985, Book M147, Page 467, for a parcel approximately 31 feet wide (the difference between where the Lilly No. 3 mining claim should have been and where the subdivision was actually platted) extending from the northerly boundary of Lot 11, Sunnyside Subdivision, across Mellow Mountain Road to the southerly boundary of Lot 10 Sunnyside Subdivision, was granted to the developer of Sunnyside Subdivision. The portion of that parcel that is adjacent to Lot 11 is now a part of platted Lot 11. The existing single family residence is located across Lot 11 and the additional parcel to the east of Lot 11.

It is the desire of the current owner to unify the original Lot 11 with the additional 31-foot-wide strip to the east into one lot of record.

RECEIVED
JUN 05 2017
PARK
PLANNIN

SURVEYOR'S CERTIFICATE

I, Martin A. Morrison, do hereby certify that I am a registered land surveyor and that I hold certification no. 4938739 as prescribed under the laws of the State of Utah. I further certify that a topographic survey has been made under my direction of the lands shown and described hereon. I further certify that this topographic survey is a correct representation of the land surveyed at the time the field work was completed and is in compliance with generally accepted industry standards for accuracy.

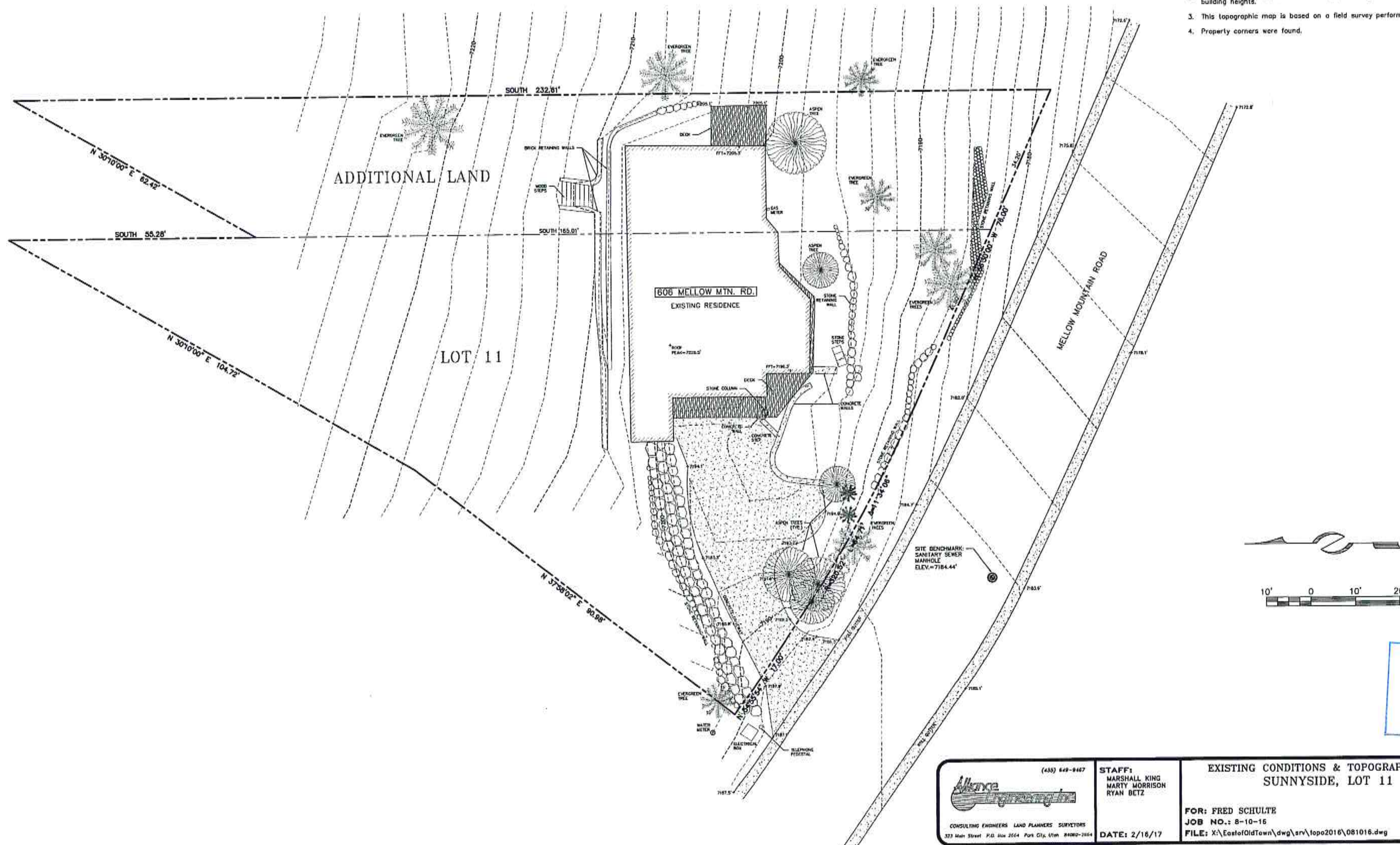
REGISTERED LAND SURVEYOR No. 4938739 MARTIN A. MORRISON State of Utah

Martin A. Morrison

2-16-'17

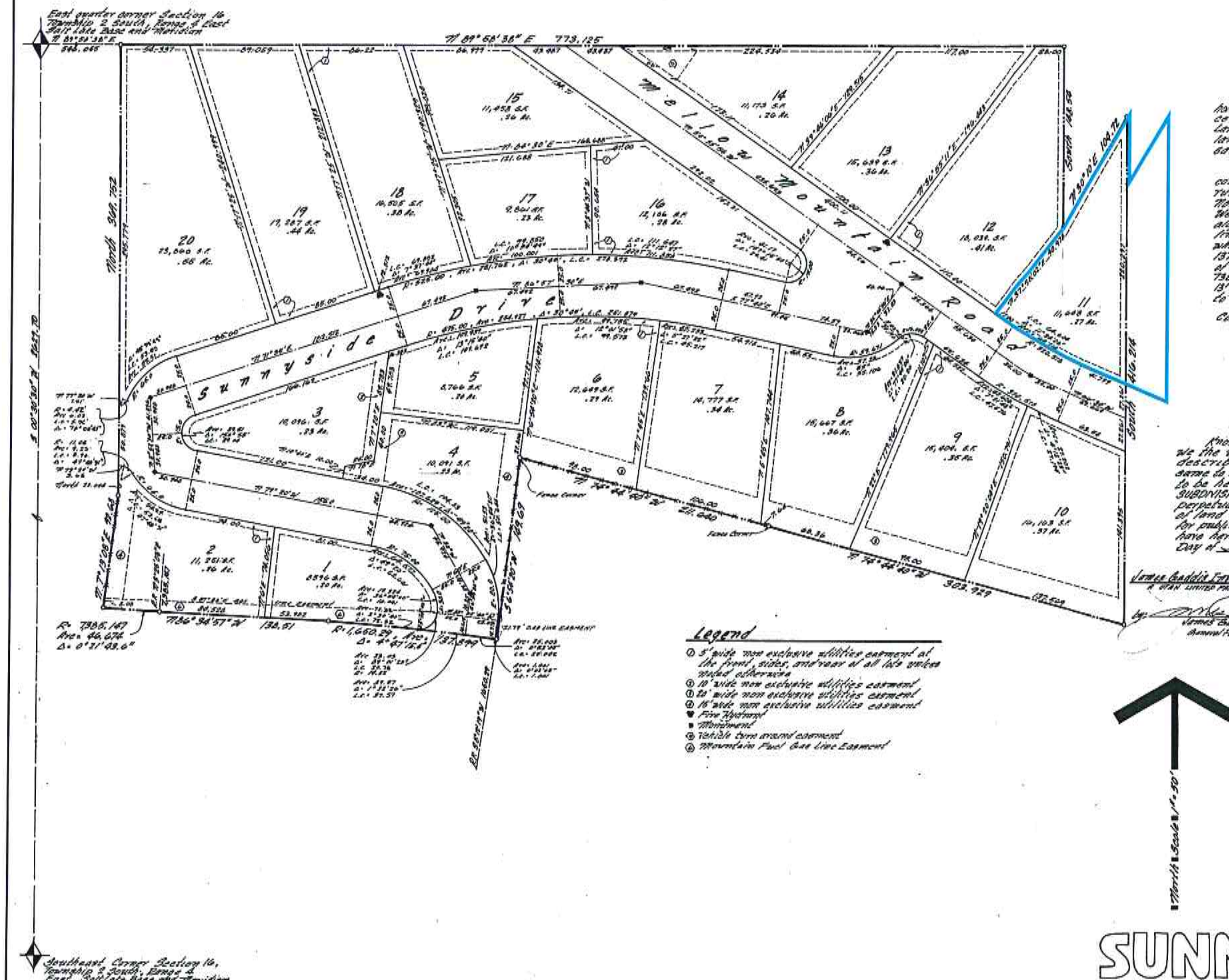
NOTES

1. Site Benchmark: Sanitary sewer manhole Elevation=7184.44'
2. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
3. This topographic map is based on a field survey performed on November 10, 2016.
4. Property corners were found.



Alliance Engineering Inc. (435) 649-9467 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	STAFF: MARSHALL KING, MARTY MORRISON, RYAN BETZ DATE: 2/16/17	EXISTING CONDITIONS & TOPOGRAPHIC MAP SUNNYSIDE, LOT 11 FOR: FRED SCHULTE JOB NO.: 8-10-16 FILE: X:\EastofOldTown\dwg\srv\topo2016\081016.dwg	SHEET 1 OF 1

EXHIBIT C



Surveyors Certificate

I, D.J. Silver do hereby certify that I am a Registered Land Surveyor and that I hold certificate No. 3491 as prescribed under the laws of the State of Utah, I further certify that by the authority of the owners, I have made a survey of the tract of land shown on this plat and described below and have subdivided said tract of land into lots and streets, hereafter known as SUNNYSIDE SUBDIVISION, and that same has been correctly surveyed and staked on the ground as shown on this plat.

Beginning at a point which is North 89°58'38" East 546.065 feet from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; running thence North 89°58'38" East 773.125 feet; thence South 148.54 feet; thence North 30°10' East 104.72 feet; thence South 416.214 feet; thence North 74°44'40" West 303.927 feet, more or less, to a fence corner; thence North 74°44'40" West along a fence line, 211.64 feet to a fence corner; thence South 6°58'20" West along a fence line 149.69 feet to a point on a 1650.29 foot radius curve to the left, the radius point of which is South 5°12'19" West 1650.29 feet; thence Westerly along the arc of said curve 137.899 feet to a point of tangency; thence North 86°34'57" West 138.51 feet to a point of a 7385.147 foot radius curve to the right, the radius point of which is North 5°25'03" East 7385.147 feet thence Westerly along the arc of said curve 46.674 feet; thence North 7°13'08" East along a fence line 92.48 feet to a fence corner; thence North 369.752 feet to the point of beginning.

Contains 8.066 Acres

4 June 1979
Date

Summit Engineering Inc.
D.J. Silver
For: Alliance Engineering

Owners Dedication

Know all men by these presents that we the undersigned owners of the herein described tract of land having caused same to be subdivided into lots and streets to be hereafter known as SUNNYSIDE SUBDIVISION do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for public use. In witness whereof we have hereunto set our hands this 5TH Day of JUNE A.D. 1979

James Baddle Investment Co. Ltd.
A Utah Limited Partnership
by: James Baddle
General Partner

R.S. McKnight
Owner

Acknowledgement

State of Utah
County of Summit

On this 5TH Day of JUNE A.D. 1979 personally appeared before me, the undersigned Notary Public in and for said State and County, R.S. McKnight, who being by me duly sworn did say that he is an owner as tenant in common of the property upon which the proposed Sunnyside Subdivision is located, and that he signed the owners dedication freely and voluntarily for the purposes therein mentioned.

Notary Public

My Commission Expires 10-2-80
Residing in SALT LAKE County, Utah

NOTARY PUBLIC
STATE OF UTAH

Acknowledgement

State of Utah
County of Summit

On this 2nd Day of August A.D. 1979 personally appeared before me, the undersigned Notary Public in and for said State and County James Baddle, who being duly sworn did say that he is the general partner of James Baddle Investment Co. Ltd., a Utah Limited Partnership and that said Limited Partnership is an owner as tenant in common of the property on which the proposed Sunnyside Subdivision is located, and that he signed the owners dedication freely and voluntarily for the purposes therein mentioned.

Notary Public

My Commission Expires Aug 8, 1983
Residing in Salt Lake County, Utah

SUNNYSIDE SUBDIVISION

A Single Family Subdivision located in the West ½ of Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian

Recorded concurrently herewith a Declaration of Protective Covenants for Sunnyside Subdivision

Prepared By:	City Planning Commission	Engineers Certificate	Approval as to Form	Certificate of Attest	Council Approval & Acceptance	No. 158192 Recorded
Alliance Engineering Civil Engineering Planning Surveying 323 Main Street p.o. box 2664 Park City, Utah 84060 5.a. 79	Approved and Accepted by the Park City Planning Commission this 23 Day of MAY A.D. 1979 Chairman	Approved & Accepted by the Park City Engineering Department this 15th Day of June A.D. 1979 Park City Engineer	Approved as to Form this 10th Day of July A.D. 1979 Park City Attorney	Attest this 23rd Day of July A.D. 1979 Park City Recorder	Approved & Accepted by the Park City Council this 19 Day of July A.D. 1979 Mayor	State of Utah, County of Summit Recorded and Filed at the request of: Michael D. Kevitoh Date Aug 3, 1979 Time 4:25 Book — Page — Fee $20.00 Summit County

SUNNYSIDE

RECEIVED
JUN 05 2017
PARK CITY PLANNING DEPT.

50' 0 50' 100'

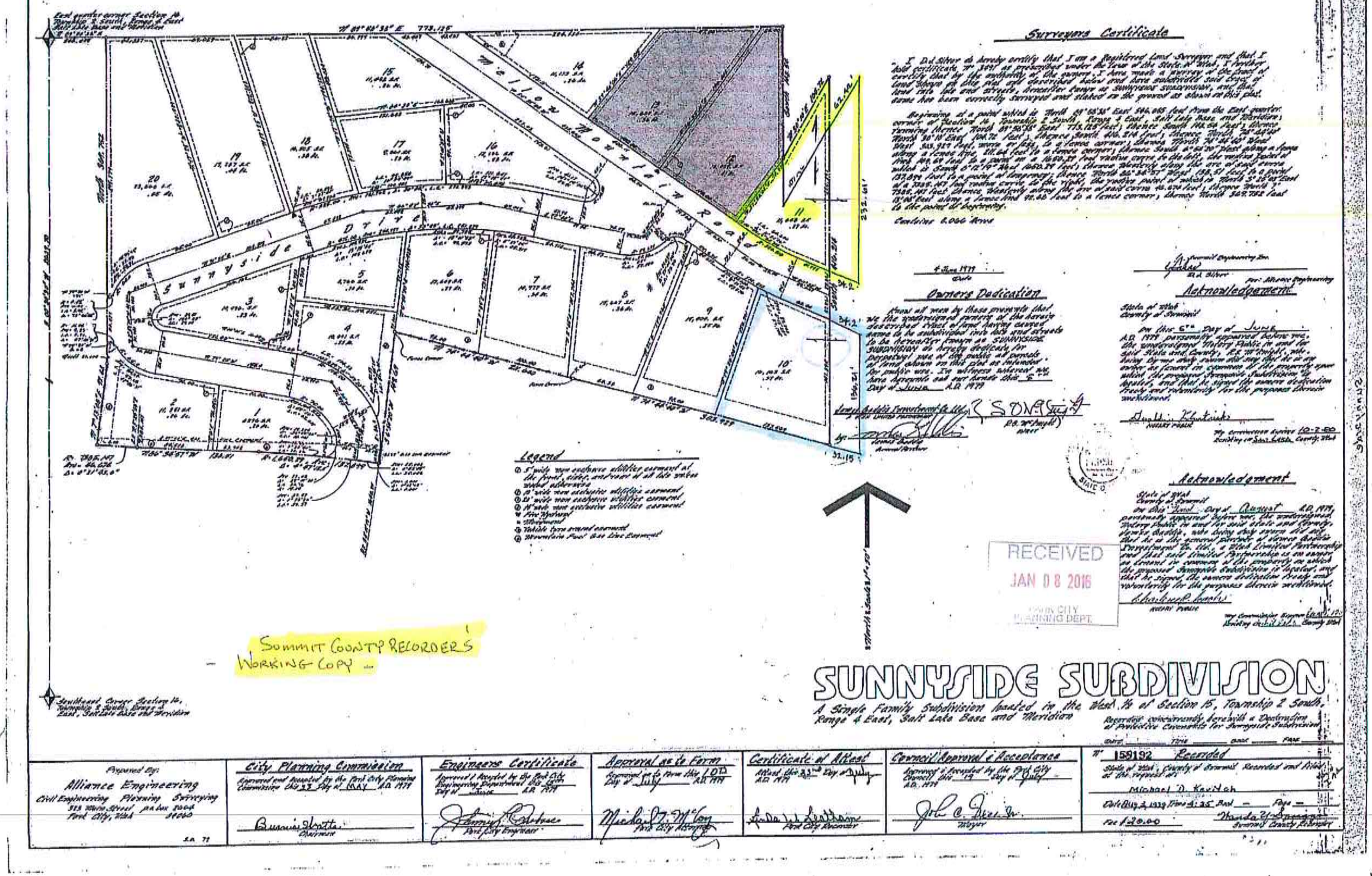
(435) 649-9467
Alliance Engineering Inc
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF: MARSHALL KING, RYAN BETZ
DATE: 2/21/17

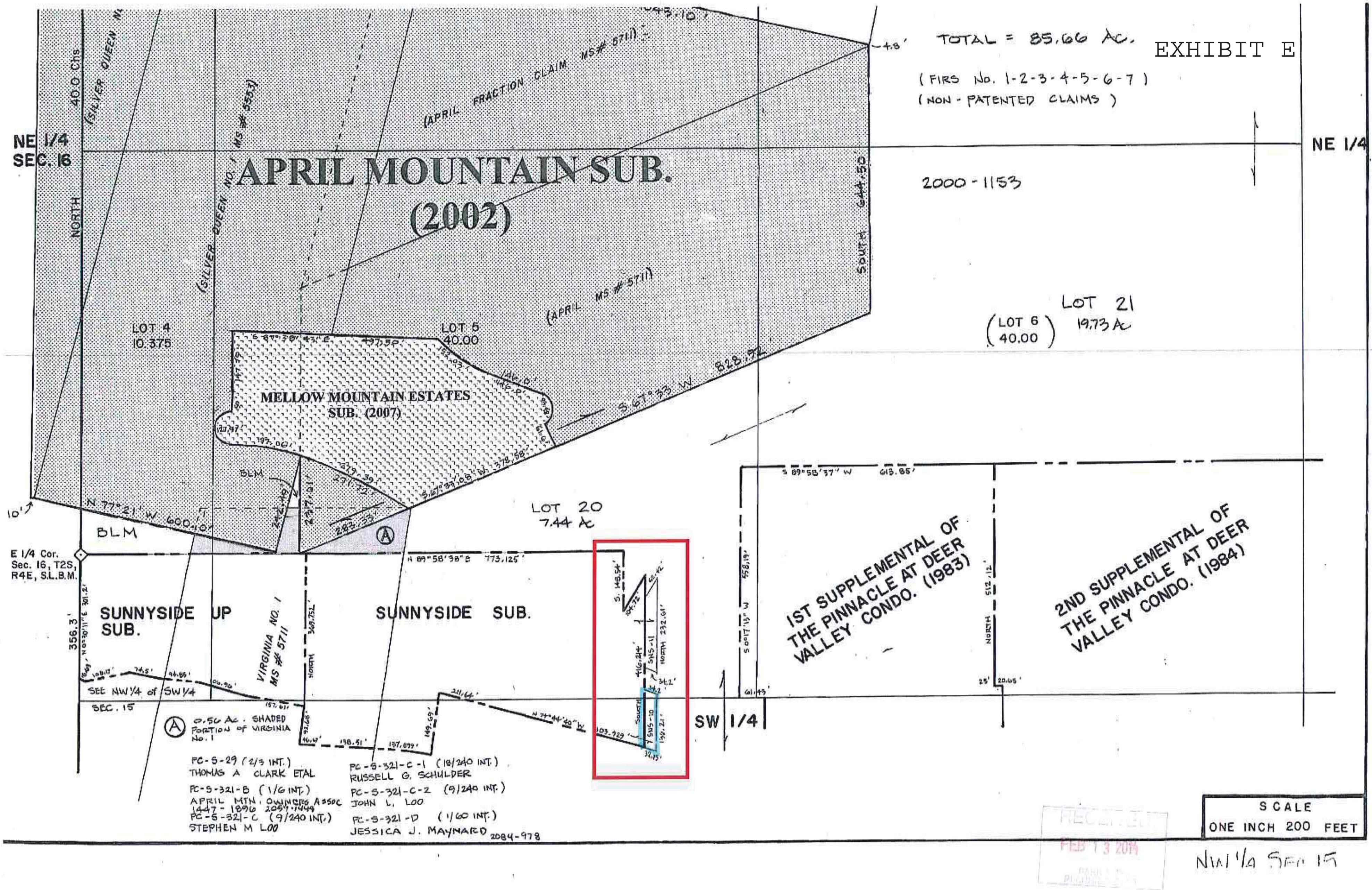
OWNERSHIP PLAT
606 MELLOW MOUNTAIN ROAD
LOT 11, SUNNYSIDE SUBDIVISION
FOR: FRED SCHULTE
JOB NO.: 8-10-16
FILE: X:\EastofOldTown\dwg\Exhibits\sunnyside lot 10-ownership ma

SHEET 1 OF

EXHIBIT D



SUNNYSIDE SUB



TOTAL = 85.66 Ac.
EXHIBIT E
(FIRS No. 1-2-3-4-5-6-7)
(NON-PATENTED CLAIMS)
NE 1/4 SEC. 16
NE 1/4
APRIL MOUNTAIN SUB. (2002)
2000-1153
LOT 4 10.375
LOT 5 40.00
(LOT 6 40.00)
LOT 21 19.73 Ac
MELLOW MOUNTAIN ESTATES SUB. (2007)
S 67°33' W 828.92
LOT 20 7.44 Ac
BLM
E 1/4 Cor. Sec. 16, T2S, R4E, S.L.B.M.
SUNNYSIDE UP SUB.
SUNNYSIDE SUB.
VIRGINIA NO. 1 MS # 5711
1ST SUPPLEMENTAL OF THE PINNACLE AT DEER VALLEY CONDO. (1983)
2ND SUPPLEMENTAL OF THE PINNACLE AT DEER VALLEY CONDO. (1984)
S 89°58'37" W 613.85'
N 89°58'38" E 773.125'
N 77°21' W 600.0'
SEE NW1/4 of SW1/4
SEC. 15
SW 1/4
Ⓐ 0.56 Ac. SHADED PORTION OF VIRGINIA No. 1
PC-S-29 (2/3 INT.) THOMAS A CLARK ETAL
PC-S-321-B (1/6 INT.) APRIL MTN. OWNERS ASSOC 1447-1896 2057-1449
PC-S-321-C (9/240 INT.) STEPHEN M LOO
PC-S-321-C-1 (18/240 INT.) RUSSELL G. SCHULDER
PC-S-321-C-2 (9/240 INT.) JOHN L. LOO
PC-S-321-D (1/60 INT.) JESSICA J. MAYNARD 2084-978
SCALE ONE INCH 200 FEET
RECEIVED FEB 1 3 2014
NW 1/4 SEC 15

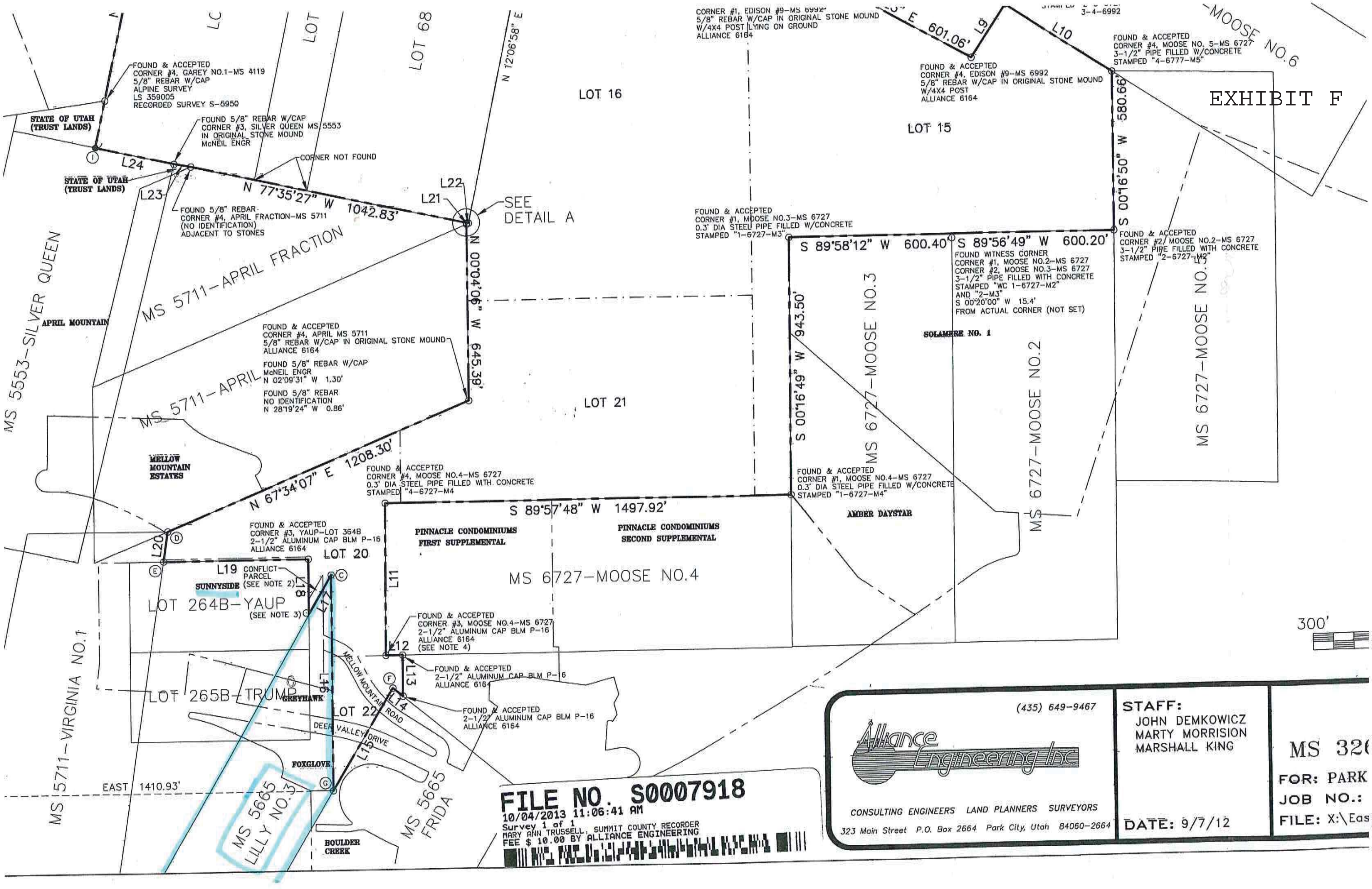
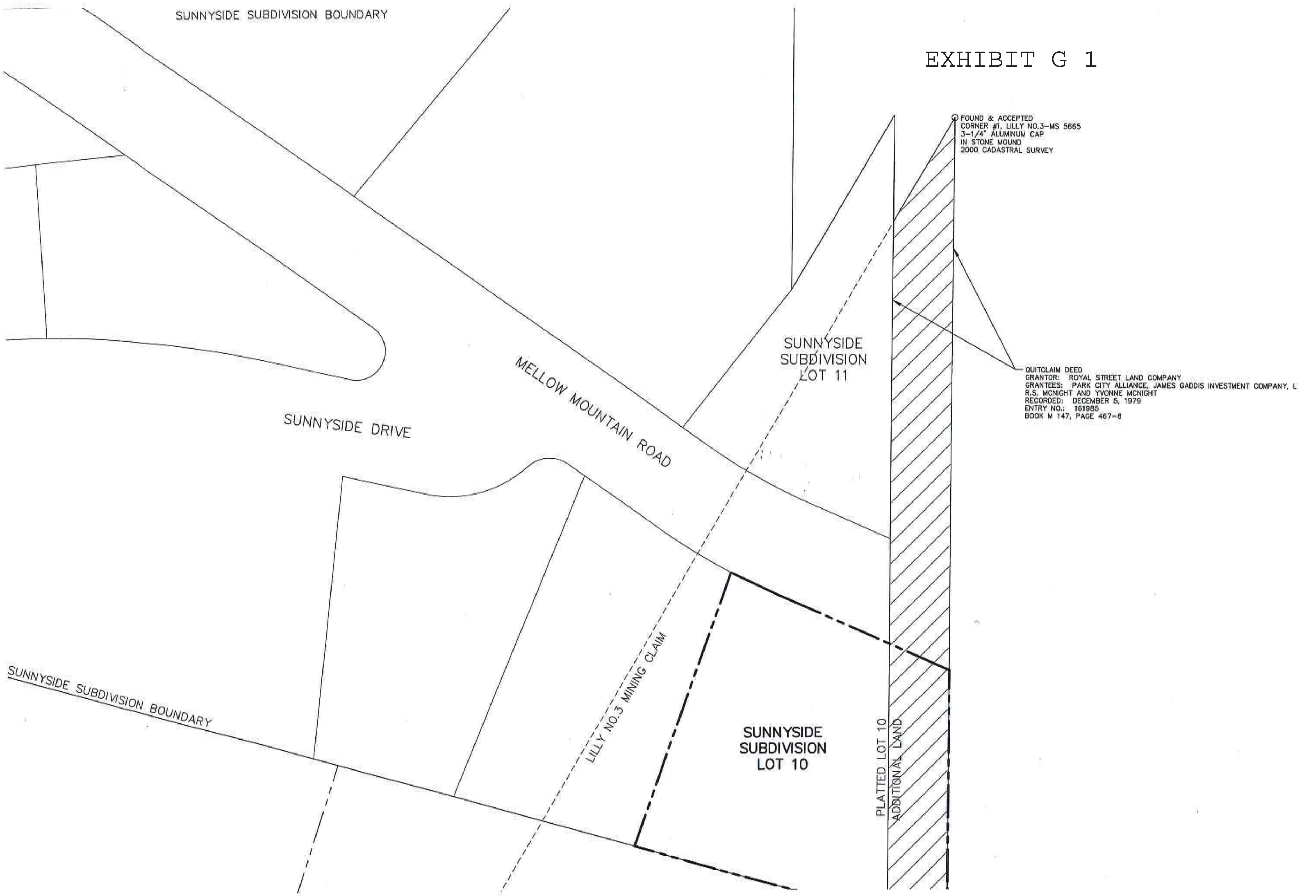


EXHIBIT F
FOUND & ACCEPTED CORNER #4, GAREY NO.1-MS 4119 5/8" REBAR W/CAP ALPINE SURVEY LS 359005 RECORDED SURVEY S-6950
STATE OF UTAH (TRUST LANDS)
FOUND 5/8" REBAR W/CAP CORNER #3, SILVER QUEEN MS 5553 IN ORIGINAL STONE MOUND McNEIL ENGR
CORNER NOT FOUND
L24
L23
STATE OF UTAH (TRUST LANDS)
FOUND 5/8" REBAR CORNER #4, APRIL FRACTION-MS 5711 (NO IDENTIFICATION) ADJACENT TO STONES
N 77°35'27" W 1042.83'
L22
L21
SEE DETAIL A
LOT 68
LOT 16
N 12°06'58" E
MS 5711-APRIL FRACTION
MS 5553-SILVER QUEEN
APRIL MOUNTAIN
N 00°04'06" W 645.39'
FOUND & ACCEPTED CORNER #4, APRIL MS 5711 5/8" REBAR W/CAP IN ORIGINAL STONE MOUND ALLIANCE 6164
FOUND 5/8" REBAR W/CAP McNEIL ENGR N 02°09'31" W 1.30'
FOUND 5/8" REBAR NO IDENTIFICATION N 28°19'24" W 0.86'
MS 5711-APRIL
LOT 21
MELLOW MOUNTAIN ESTATES
N 67°34'07" E 1208.30'
FOUND & ACCEPTED CORNER #4, MOOSE NO.4-MS 6727 0.3' DIA STEEL PIPE FILLED WITH CONCRETE STAMPED "4-6727-M4"
S 89°57'48" W 1497.92'
CORNER #1, EDISON #9-MS 6992 5/8" REBAR W/CAP IN ORIGINAL STONE MOUND W/4X4 POST LYING ON GROUND ALLIANCE 6164
E 601.06'
L9
L10
3-4-6992
MOOSE NO.6
FOUND & ACCEPTED CORNER #4, EDISON #9-MS 6992 5/8" REBAR W/CAP IN ORIGINAL STONE MOUND W/4X4 POST ALLIANCE 6164
FOUND & ACCEPTED CORNER #4, MOOSE NO. 5-MS 6727 3-1/2" PIPE FILLED W/CONCRETE STAMPED "4-6777-M5"
LOT 15
S 00°16'50" W 580.66'
FOUND & ACCEPTED CORNER #1, MOOSE NO.3-MS 6727 0.3' DIA STEEL PIPE FILLED W/CONCRETE STAMPED "1-6727-M3"
S 89°58'12" W 600.40'
S 89°56'49" W 600.20'
FOUND & ACCEPTED CORNER #2, MOOSE NO.2-MS 6727 3-1/2" PIPE FILLED WITH CONCRETE STAMPED "2-6727-M2"
FOUND WITNESS CORNER CORNER #1, MOOSE NO.2-MS 6727 CORNER #2, MOOSE NO.3-MS 6727 3-1/2" PIPE FILLED WITH CONCRETE STAMPED "WC 1-6727-M2" AND "2-M3" S 00°20'00" W 15.4' FROM ACTUAL CORNER (NOT SET)
SOLAMERE NO. 1
S 00°16'49" W 943.50'
MS 6727-MOOSE NO.3
MS 6727-MOOSE NO.2
MS 6727-MOOSE NO.5
FOUND & ACCEPTED CORNER #1, MOOSE NO.4-MS 6727 0.3' DIA STEEL PIPE FILLED W/CONCRETE STAMPED "1-6727-M4"
AMBER DAYSTAR
PINNACLE CONDOMINIUMS FIRST SUPPLEMENTAL
PINNACLE CONDOMINIUMS SECOND SUPPLEMENTAL
MS 6727-MOOSE NO.4
FOUND & ACCEPTED CORNER #3, YAUP-LOT 264B 2-1/2" ALUMINUM CAP BLM P-16 ALLIANCE 6164
LOT 20
L20
L19
CONFLICT PARCEL (SEE NOTE 2)
SUNNYSIDE
L18
L17
LOT 264B-YAUP
(SEE NOTE 3)
L11
FOUND & ACCEPTED CORNER #3, MOOSE NO.4-MS 6727 2-1/2" ALUMINUM CAP BLM P-16 ALLIANCE 6164 (SEE NOTE 4)
L12
L13
FOUND & ACCEPTED 2-1/2" ALUMINUM CAP BLM P-16 ALLIANCE 6164
MELLOW MOUNTAIN ROAD
L14
FOUND & ACCEPTED 2-1/2" ALUMINUM CAP BLM P-16 ALLIANCE 6164
L16
LOT 265B-TRUMP
GREYHAWK
LOT 22
DEER VALLEY DRIVE
L15
FOXGLOVE
EAST 1410.93'
MS 5711-VIRGINIA NO.1
MS 5665 LILLY NO.3
BOULDER CREEK
MS 5665 FRIDA
300'
FILE NO. S0007918
10/04/2013 11:06:41 AM
Survey 1 of 1
MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER
FEE $ 10.00 BY ALLIANCE ENGINEERING
(435) 649-9467
Alliance Engineering Inc.
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664
STAFF:
JOHN DEMKOWICZ
MARTY MORRISION
MARSHALL KING
DATE: 9/7/12
MS 32
FOR: PARK
JOB NO.:
FILE: X:\Eas

EXHIBIT G 1



SUNNYSIDE SUBDIVISION BOUNDARY
FOUND & ACCEPTED
CORNER #1, LILLY NO.3-MS 5665
3-1/4" ALUMINUM CAP
IN STONE MOUND
2000 CADASTRAL SURVEY
SUNNYSIDE SUBDIVISION LOT 11
QUITCLAIM DEED
GRANTOR: ROYAL STREET LAND COMPANY
GRANTEES: PARK CITY ALLIANCE, JAMES GADDIS INVESTMENT COMPANY, L
R.S. MCNIGHT AND YVONNE MCNIGHT
RECORDED: DECEMBER 5, 1979
ENTRY NO.: 161985
BOOK M 147, PAGE 467-8
MELLOW MOUNTAIN ROAD
SUNNYSIDE DRIVE
LILLY NO.3 MINING CLAIM
SUNNYSIDE SUBDIVISION LOT 10
PLATTED LOT 10
ADDITIONAL LAND
SUNNYSIDE SUBDIVISION BOUNDARY

EXHIBIT G2


SUNNYSIDE SUBDIVISION LOT 10 PLUS ADDITIONAL
615 MELLOW MOUNTAIN ROAD
PROPERTY EXHIBIT
SUNNYSIDE SUBDIVISION BOUNDARY
SUNNYSIDE DRIVE
MELLOW MOUNTAIN ROAD
SUNNYSIDE SUBDIVISION LOT 11
SUNNYSIDE SUBDIVISION LOT 10
GREYHAWK CONDOMINIUMS
DEER VALLEY DRIVE
RECEIVED
JAN 08 2016
PARK CITY PLANNING DEPT.
40' 0 40' 180'

EXHIBIT H

Sunnyside, Lot 11 – looking northerly

Sunnyside, Lot 11 – looking east


Sunnyside, Lot 11 – looking west

Sunnyside, Lot 11 – looking southwesterly

Sunnyside, Lot 11 – looking south

DATE: September 21, 2017

TO HONORABLE MAYOR AND COUNCIL

This professional service agreement with Ward Engineering Group will provide for the necessary consultant services on the Rossi Hill Drive OTIS project. Ward Engineering Group was selected to provide pre-design, design, bidding services, construction engineering management and post construction services for the Rossi Hill Drive OTIS Project.

Respectfully:

Matthew Cassel, City Engineer

City Council
Staff Report

Subject: Professional Services Contract for Rossi Hill Drive OTIS Project
Author: Matthew Cassel, P.E., City Engineer
Date: September 21, 2017
Type of Item: Administrative

Summary Recommendations:
Staff recommends City Council authorize the City Manager to execute a Professional Services Agreement with Ward Engineering Group for design and construction engineering management consultant services for the Rossi Hill Drive OTIS Project in a form approved by the City Attorney and for an amount of $174,018.

Executive Summary:
This professional service agreement with Ward Engineering Group will provide for the necessary consultant services on the Rossi Hill Drive OTIS project. Ward Engineering Group was selected to provide pre-design, design, bidding services, construction engineering management and post construction services for the Rossi Hill Drive OTIS Project.

Acronyms:
CEM – Construction Engineering Management
ITE – Institute of Transportation Engineers
NTMP – Neighborhood Traffic Management Program
OTIS – Old Town Improvement Study
ROW – Right-of-Way
SBWRD – Snyderville Basin Water Reclamation District
ISI – Institute for Sustainable Infrastructure

The Problem:
Rossi Hill Drive is the next OTIS project, which is proposed to be reconstructed to meet the specifications and cross sections as defined in the 2011 Transportation Master Plan. These proposed changes have raised concerns directed to Council as the Lilac Hills subdivision was being considered. This staff report provides Council with additional information.

Background:
- Park City has been steadily improving Old Town infrastructure since 1992,
- Council adopted the Old Town Improvement Study in 2002,
- OTIS Projects completed include:
  - King Road,
  - Ontario Avenue,
  - Marsac Avenue,
  - Woodside Avenue south of 12th Street,

- Upper Park Avenue, Prospect Street,
  - Lower Woodside and Norfolk,
  - Most of Swede Alley,
  - Hillside Avenue, Sandridge Avenue,
  - Empire Avenue,
  - 10th and 11th Streets,
  - McHenry Avenue, and
  - Lowell Avenue (Completion this fall)
- May 2011, the OTIS study was updated with current estimates of construction costs,
- At the August 4th, 2016 City Council meeting, staff discussed the NTMP appeal of the parking on Rossi Hill Drive between Ontario Avenue and Echo Spur with Council directing staff to re-construct this section of street to a width of 26 feet,
- At the August 3, 2017 City Council meeting, the Lilac Hills Subdivision ordinance was considered by Council. Residents raised concerns about the potential dangers of Rossi Hill Drive and the concern with narrowing the street and adding a drive. Council requested the applicant to revisit their access to the site.

Alternatives:

A. Approve the Request:

This alternative approves the professional service agreement with Ward Engineering Group

Pros – Approving this agreement allows the design to start for Rossi Hill Drive OTIS project,

Cons – Capital cost impacts.

B. Deny the Request:

If this request is denied, the Rossi Hill Drive OTIS project could not be started.

Pros – Funds could be used for other projects,

Cons – Council's commitment to upgrade the City's Old Town infrastructure would not be fulfilled by staff.

Analysis:

Proposed project improvements for Rossi Hill Drive consist of the extension of an existing water main along Rossi Hill Drive to create a looped system, modifications to the intersection of Rossi Hill Drive and Ontario Avenue, modifications to the overall road width of Rossi Hill Drive in sections, new paved/re-surfaced roads along with curb and gutter, extension of the storm drain system from the end of McHenry Avenue down to the stream adjacent to Deer Valley Drive, snow storage, and coordination with dry utility companies for upgrade or replacement of their facilities. The evaluation and update of traffic signs, regulatory signage and street lighting will also be part of this project. If funds are available, Coalition View Court will also be re-constructed.

A review committee consisting of Nick Graue and Troy Dayley (Public Utility), Kenzie Coulson (Public Works), and Corey Legge and Matt Cassel (Engineering) evaluated the four (4) submitted Statement of Qualifications (SOQs) from consulting firms as listed below:

FIRM
Alliance Engineering
Civil Science
Stanley Consultants, Inc.
Ward Engineering Group

In addition to price, which by City policy does not need to be the determining factor, the SOQs were evaluated based on the following criteria:

1. Experience on similar projects (25% of total score),
2. Strength of individuals committed to the project including ISI experience (20% of total score),
3. Relevance of the submitted work plan (15% of total score),
4. Communication and public involvement skills (15% of total score),
5. Strength of SOQ addressing Park City concerns (20% of total score), and
6. Other factors (5% of total score)

Ward Engineering Group was the top ranking firm and the selection committee opted to not shortlist interview other firms. The final scope of services and proposed fee were negotiated with Ward Engineering Group.

The following are the deliverables to be provided by Ward Engineering Group per the final negotiated scope of work:

- A preliminary design report (design is approximately 30% complete) which includes conceptual layout, preliminary cost estimate and the ISI score,
- A final design with construction documents and final cost estimate,
- Construction documentation, and
- Record survey and record drawings after the project is completed

The project will include the holding of three public meetings:

- First Public Involvement Meeting - An open house style meeting is planned as the preliminary design is being started.
- Second Public Involvement Meeting – The second open house style meeting is planned as the final design is being completed, and
- Final Public Involvement Meeting – The final meeting will occur after the contractor is selected so the residents have a chance to meet the contractor and staff can provide a better schedule for the construction.

Critical elements of this project include providing resident's access during construction, and addressing storm water collected from the McHenry Avenue OTIS project. (A storm water system was installed as part of the McHenry Avenue project but could not be completed until Rossi Hill Drive was re-constructed.)

This project will be the third project where the Engineering staff will use the Envision Sustainable Infrastructure Rating System to rate the community, environmental and economic benefits of the Rossi Hill Drive OTIS project. The Envision Rating System is supported by ISI. A short description of the program is provided below:

- The Envision Sustainable Infrastructure Rating System provides a holistic framework for evaluating and rating the community, environmental and economic benefits of all types and sizes of infrastructure projects. It evaluates, grades and gives recognition to infrastructure projects that use transformational, collaborative approaches to assess the sustainability indicators over the course of a projects life cycle,
- The Envision Rating System is structured as a series of Yes/No questions, organized into five categories and fourteen subcategories. Every infrastructure project has an important impact on all five Envision categories. The five categories are Quality of Life, Leadership, Resource Allocation, Natural World and Climate and Risk,
- The assessment is performed by someone who is trained in the use of the Envision Rating System and is credentialed by ISI. This credential is an Envision Sustainability Professional (ENV SP). Stanley Consultants has a credentialed staff member on this team to perform the assessment,
- A total of 60 sustainability criteria or credits are available to be awarded.

Lilac Hills Subdivision

During the August 3, 2017 City Council meeting, the Lilac Hills Subdivision ordinance was considered by Council. Residents raised concerns about the potential dangers of Rossi Hill Drive and the concern with narrowing the street and adding a drive. This section will hopefully provide information for further discussion with Council:

- Included in the exhibits is a drawing showing the proposed changes to Rossi Hill Drive,
- Accidents
    - Using the Numetrics website (UDOT crash data), staff found one accident on Rossi Hill Drive. The accident occurred on January 24, 2017 and is located at the intersection of Rossi Hill Drive and Echo Spur. The Numetrics crash data extends back to and includes the year 2010 (eight years of crash data),
    - The section of Rossi Hill Drive between McHenry Avenue and Deer Valley Drive ranges from a slope of 4% up to 10%. Staff does not consider the street slope to be extreme. Even if the slope was extreme, staff cannot change the slope of the street without moving the street. This is exacerbated with Rossi Hill Drive since numerous sections of the road are within granted BLM easements and development along the street constrict moving the street to reduce the slope,

    - Staff, though, will attempt to improve the intersection of Ontario Avenue and Rossi Hill Drive. The goal is to improve this intersection so emergency vehicles can better maneuver through the intersection,
    - Even though the residents around Rossi Hill Drive expressed their concerns with the safety of Rossi Hill Drive, the crash data and physical layout of the street do not reflect a heightened safety issue that can be addressed with this project other than the intersection of Ontario Avenue and Rossi Hill Drive,
- Narrowing of Rossi Hill Drive
    - The section of Rossi Hill Drive proposed to be narrowed is from the end of McHenry down to the intersection of Deer Valley Drive. This section of Rossi Hill Drive will be reduced from 30 feet wide back of curb to back of curb to 27 feet wide back of curb to back of curb.
    - The section between Echo Spur and McHenry will remain the same width (24 feet back of curb to back of curb). The section between Ontario Avenue and Echo Spur will be widened to 26 feet back of curb to back of curb as discussed with and directed by Council,
    - Based on the Fire Code, streets must have a width of 26 feet of hard surface to allow parking on one side of the street. The street must have a width of 32 feet of hard surface to allow parking on both sides of the street,
    - At 30 feet, the current width of Rossi Hill Drive below McHenry encourages residents to park on both sides of the street even though it is not technically wide enough to support this parking. The NTMP committee has receive complaints concerning the site lines at the bend of the road, and have added street signage to direct/inform the residents that parking is only allowed on one side of the street,
    - Narrowing of the street, providing proper signage for parking on only one side of the street (uphill side) should improve site lines, and will provide the snow removal crews with the same space to push and temporarily store snow.
- Road Maintenance
    - Currently plowed snow is temporarily stored on the paved surface of Rossi Hill Drive. During cleaning and widening efforts, crews return and widen the street for the next storm event. Even though the road surface is proposed to be narrowed, the ROW space is still available to be used for temporary snow storage. As proposed, more of the snow storage area will now be located behind the curb and gutter and in the unpaved section of the ROW,
    - During the spring thaw, snow melts from the bottom to the top of the snow pile. By storing plowed snow on the street, icing on the street will occur when the gutters are clogged with plowed snow. By moving the plowed snow to behind the curb and gutter, staff is hoping to reduce (not eliminate!) the incidents of icing during the spring thaw, and
    - A narrower street is less costly to maintain in the future when sealing or re-surfacing the street.

- Trips on Rossi Hill Drive
  - Rossi Hill Drive is classified as a local street in the 2011 Transportation Master Plan. The capacity of a local street is shown to be 2,000 trips per day with a maximum threshold of 2,500 trips per day,
  - Currently there are 29 homes on Rossi Hill Drive, 16 homes on McHenry Avenue and 10 homes on Coalition View Court that could use the section of Rossi Hill Drive from McHenry Avenue down to the bend in Rossi Hill Drive (this is the section where the additional drive for Lilac Hills would be located). ITE estimates a residence will generate 8 to 10 trips per day. Using 10 trips per day and assuming 50% occupancy;
    - Rossi Hill Drive – 29 x 10 x 0.5 = 145 trips,
    - McHenry Avenue – 16 x 10 x 0.5 = 80 trips,
    - Coalition View Court – 10 x 10 x 0.5 = 50 trips,
      - Total current trips 275 trips
  - During winter conditions, numerous Ontario Avenue residents will use Rossi Hill Drive to access their homes. 20 homes on Ontario were assumed to use Rossi Hill Drive for access. Adding these homes in
    - Ontario Drive - 20 x 10 x 0.5 = 100 trips,
    - Add in total current trips = 275 trips,
      - Total winter trips 375 trips
  - Future trips generated by this additional drive and five (5) other buildable lots brings the total trips up to:
    - Future trips - 6 x 10 x 0.5 = 30 trips,
    - Total winter trips = 375 trips,
      - Total future trips 405 trips
  - From the estimate provided above, it does not appear that Rossi Hill Drive is coming close to capacity and the addition of one more drive and the trips associated with that drive will not be tipping Rossi Hill Drive into failure mode.

Department Review:
This report has been reviewed by City Manager, Budget, Planning, Public Utility and Legal. All issues have been resolved.

Funding:
The estimated project costs for the Rossi Hill Drive OTIS project is $1,109,000. Capital Project cp0157 contains these funds which were approved for OTIS projects. Funding for OTIS projects are part of the Council adopted 10-year Additional Resort Communities Sales Tax plan and the 5-year CIP. The Park City Water Department will finance the design and construction of their waterline portion of the project.

Recommendation:
Staff recommends City Council authorize the City Manager to execute a Professional Services Agreement with Ward Engineering Group for design and construction

engineering management consultant services for the Rossi Hill Drive OTIS Project in a form approved by the City Attorney and for an amount of $174,018.

Exhibit - Ward Engineering Group’s Fee Proposal
Ward Engineering Group’s Scope of Work
Project Layout (Changes to Road Sections)

COMPLETE FEE PROPOSAL

WARD ENGINEERING GROUP TEAM

Rossi Hill Drive Re-Construction Design & Construction Management

Hourly Costs

Task	Description	Position	Hours	Rate	Total Cost	Task Subtotal
1	Preliminary Design / Concept Development	Surveyor	40	$85	$3,400	
		Field Crew	45	$120	$5,400	
		Drafter	45	$65	$2,925	
		Design Engineer	175	$90	$15,750	
		Project Engineer	60	$100	$6,000	
		Project Manager	30	$105	$3,150	
		QA/QC	15	$115	$1,725	
		Public Involvement (Jacques & Associates)			$25,000	
		Geotechnical Engineering (CMT)			$3,200	$66,550
2	Final Design	Drafter	140	$65	$9,100	
		Design Engineer	150	$90	$13,500	
		Project Engineer	65	$100	$6,500	
		Project Manager	30	$105	$3,150	
		QA/QC	15	$115	$1,725	
		Public Involvement (Jacques & Associates)			$6,884	$40,859
3	Bidding Support	Project Engineer	30	$100	$3,000	
		Project Manager	20	$105	$2,100	
		Const. Manager		$110	$0	
		QA/QC		$115	$0	$5,100
4	**Construction Support	Site Inspector	288	$85	$24,480	
		Project Eng		$100	$0	
		Project Manager		$105	$0	
		Const. Manager	100	$105	$10,500	
		Public Involvement (Jacques & Associates)			$18,000	$52,980
5	Post Construction	Drafter	40	$65	$2,600	
		Site Inspector		$85	$0	
		Const. Manager		$105	$0	
		Project Manager	20	$105	$2,100	
		QA/QC		$115	$0	$4,700
Total			1,308		$170,189	$170,189

*No right-of-way retracement or boundary establishment is included.
**Construction support based on 6 months of construction with average of 4 hours/day, 3 days/week.
*** Construction Surveying is not inlcuded at this time. A proposal can be furnished and/or it can ne included as a line item in the contractor's construction bid.

Direct Expenses

Item	Description	Quantity	Rate		Total
1	Mileage	4,300	$.58/mile		$3,828.00
2	Other Direct Expeses				$0.00

Total Project Cost $174,017.08

ADDENDUM "A"
SCOPE OF SERVICES

ROSSI HILL DRIVE – CONSTRUCTION DESIGN AND CONSTRUCTION MANAGEMENT

Task 1 - Preliminary Design

- Obtain existing base mapping and property ownership information and set controls for construction,
- Using the City's hydraulic/hydrology model, extend the McHenry storm drain system down to the steam adjacent to Deer Valley Drive. The design shall address flooding and other drainage issues along Rossi Hill Drive and Coalition View Court corridors.
- Determine existing conditions and site constraints which may affect the project, including historic preservation, right-of-way verification and existing wetlands.
- Coordinate the road and utility design with the Old Town Infrastructure Study (OTIS), draft Storm Water Master Plan, and Traffic and Transportation Master Plan,
- Coordinate with utility companies on their existing facilities,
- Determine the location of existing drive snow melt systems,
- Determine feasibility of traffic calming features and cross-walk improvements,
- Determine alternatives with engineer's estimate of construction costs,
- Determine temporary construction related impacts to traffic and neighboring property access and potential mitigation measures,
- Using the Institute of Sustainable Infrastructure (ISI) Envision Rating System, score and rate the project. Based on Envision Rating System score, provide additional analysis/action to increase the score.
- Prepare a final conceptual design with an estimate of costs. No land acquisitions are anticipated to occur as part of this project,
- Arrange and conduct a preliminary design public meeting,
- Attend meetings with PCMC staff as needed

Task 2 – Design

- Incorporate resolved preliminary design comments into final design,
- Provide geotechnical and subsurface utility investigations,
- Prepare final construction drawings, specifications and periodic updated estimate of construction costs,
- Apply to obtain a stream alteration permit for the connection of the storm drain system into the stream adjacent to Deer Valley Drive,
- Prepare bidding and contract documents,
- Attend meetings with PCMC staff as needed,
- Arrange and conduct a final design public meeting.

Task 3 - Bidding Support (NTP to Contractor MUST occur by the beginning of May, 2015)

- Provide electronic copies of contract documents for bidding (bid packages will be distributed to contractors on CDs or electronically)
- Advertise the bid,
- Arrange and conduct the pre-bid meeting,
- Respond to questions and requests for clarifications,
- Issue Addendums as required,
- Attend and conduct the bid opening,
- Evaluate submitted bids and make a recommendation on lowest responsive/responsible bidder,
- Prepare contracts for construction.

Task 4 - Construction Support

- Arrange and conduct a pre-construction conference,
- Provide pre-construction photos/video of the road and homes along Rossi Hill Drive impacted by the construction,
- Arrange and conduct a public meeting with residents with contractor in attendance,
- Provide construction administration including review of submittals, review of RFIs, verify monthly pay requests, hold and conduct weekly meetings, review, evaluate, negotiate and prepare change orders,
- Provide part time construction observation,
- Provide a monthly construction report to PCMC including daily field reports, testing results, changes, progress, photos, etc.,

- Provide closeout of project including substantial completion and final walk- through, generation of a punch-list and verification of completion, recommendation for final payment to contractor and compilation and submittal of final paperwork.

Task 5 - Post Construction

- Provide records of constructed facilities along with contractor drawings for the preparation of record drawings. Record drawings will be submitted in hard copy form (Mylar) and electronically in a GIS format.

Key Elements

The following items are key elements of the project, which will be addressed as part of the scope of services.

Roadways

- Cross sections – We have field measured the upper cross section to be 24 feet wide (back of curb to back of curb) and the lower section to be 30 feet wide (back of curb to back of curb). We understand that the City is contemplating the upper section to remain 24 feet, while possibly reducing the lower width to 26 feet. We understand that there will likely be no sidewalks.
- Mill and Fill – A determination will be made on the best course of action for roadway reconstruction. WARD, in conjunction with CMT Engineering, will provide a materials analysis of existing curb and gutter, pavement, and subgrade. We will make recommendations for most cost effective option or combination of options for roadway construction.
- Pervious curb and gutter – We understand that the City desires to explore the possibility of incorporating a section or sections of curb and gutter that are pervious, for the purposes of creating and testing sustainable solutions for storm water management.
- Parking - We will consider the possibility for limited, seasonal, and controlled parking through signage and/or roadside features such as trees or landscaping, which provide control and use of certain areas for parking
- Snow Storage – In coordination with street parking, and according to the existing street easements, we will consider areas reserved for snow storage.
- Coalition View Court – We understand that certain improvements may also be included with the scope of the project for Coalition View Court. We will work with the City to develop options, which we anticipate will be included in the construction bid as deductive items or alternatives, depending on the City's budget.
- Lighting – We do not anticipate any significant lighting improvements for this project. We will however include a replacement of the street light at the intersection of Rossi Hill Dr. and McHenry Ave., which will be according to the City's standard (2700 K, 48 LED).

Intersections

The intersection at Rossi Hill Dr. and McHenry St. is the most critical intersection and presents multiple challenges.

- Approach grade of Coalition View Court – is steep near the yield sign. As part of the alternatives for Coalition View construction, we will look at the possibility of removing the waterway and reducing the approach grade at the intersection.
- Skewed and inadequate waterways – With the inclusion of a new storm drain tying McHenry St. to Deer Valley Drive, we have an opportunity to reevaluate the function of surface drainage at the intersection, and we will look for ways to improve this by minor grading adjustments, and properly terminating and/or eliminating, if possible the water ways.
- Signage and control – We will evaluate and update intersection signage to control intersection movements and to bring physical signs into conformance with current City standards.
- Line of Site and Geometry – unfortunately, these two deficiencies will need to remain unchanged, as we are not considering significant vertical or horizontal realignments of the streets. However, by addressing the previously mentioned items, traffic flow through the intersection will improve.

Storm Drain

- Collection – We will design the underground collection system along the alignment of the road
- Discharge – We understand that there may be at least two alternatives for connection of the storm drain to the system on Deer Valley Drive, 1) discharge to Silver Creek 2) connect directly to the underground system at the intersection of Rossi Hill and Deer Valley Drive. We will evaluate both options in terms of cost and schedule, knowing that a discharge to the creek will likely require a stream alteration permit. We will also determine if any easements will be necessary (from BLM) to discharge to the creek.
- Hydrology and Capacity of Deer Valley Drive Storm Drain – We understand that hydrologic calculations will be required from our team to determine the peak flows joining with the Deer Valley Drive storm drain. We also understand that the City is in the process of completing its own study, which will include details regarding the Deer Valley Drive storm drain system, and the city will be able to provide a peak flow and the capacity of this system.
- Eliminate street sumps on McHenry vs. permitting them as injection wells – We will build upon the storm drain calculations which we prepared for the McHenry St. reconstruction project. In combination with additional calucations we will prepare, we will work with the City to determine if it is possible eliminate the deep catch basin sumps along McHenry. If this is not possible or advisable, we will prepare calucations and plans for the City. The City will file an application to the Division of Water Quality for an underground injection well permit, which would likely be considered a subclass

facility under a Class V well under the Utah Underground Injection Control (UIC) Program.

Dry Utilities

According to the record drawings we have obtained, dry utilities in this area include; Buried Questar Gas, Comcast, and CenturyLink. The backbone of power service is overhead. We will coordinate with these service providers to determine if there are any upgrades needed, and coordinate the work as part of the design and construction process.

Water

We will design a small segment of water line just below the intersection at McHenry St. We will work with city to determine required line size.

Sewer

It is our understanding that Snyderville Basin Water Reclamation District will perform any and all manhole repairs prior to this project, and the only sewer improvements included in the scope of work will be typical minor grade adjustments.

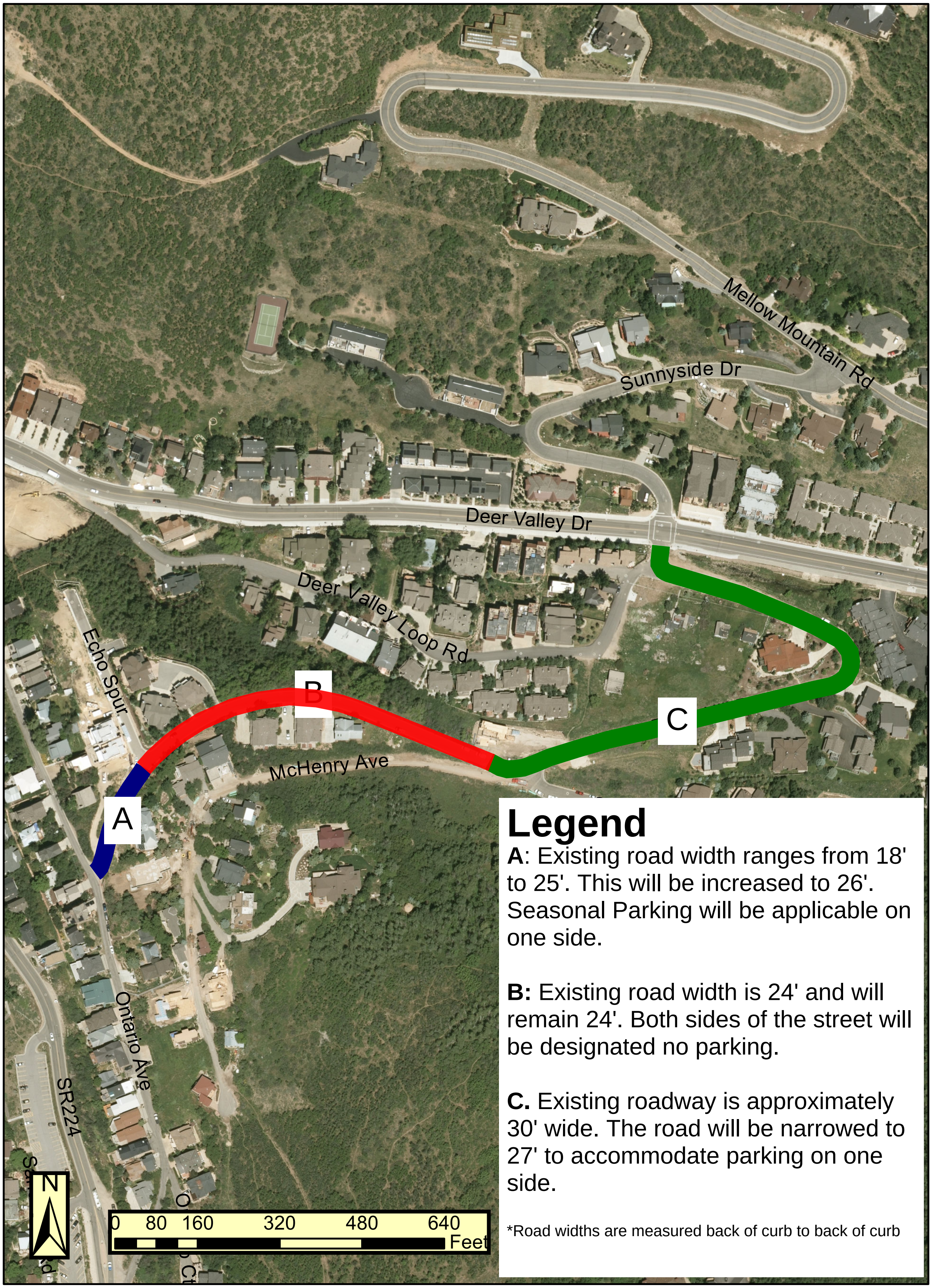
Potential for Stairway

We understand that the City has contemplated that possibility of constructing a stairway between Rossi Hill Dr. and Deer Valley Loop. WARD will include this facility in the survey and advise the city as to the feasibility aligning the stairway within the roadway easement / BLM property, or if the likely location will need to include private property. WARD will also coordinate with BLM to establish a schedule to clear easements or rights of access to help the city determine feasibility for this project. If the City decides to include the stairway as part of construction, we will prepare a grading plan to incorporate the city's standard stairway construction details.

Public Involvement

- Attend and participate in project meetings from kick off through completed design.
- Develop and implement a public engagement plan during design and construction processes, including three public open house meetings. We will keep in mind that there are generally three types of property owners, 1) primary home owners that live year round at their homes 2) secondary home owners that live only part time at their homes 3) rentals, where there will be an "out of town" contact, as well as a tenant contact who occupies the property.
- Obtain and manage a PI database of phone numbers and email addresses to engage and track interactions with stakeholders.
- Establish a hotline where stakeholders can ask and receive information.
- Attend regular construction meetings and coordinate with city stakeholders, mail delivery, waste management, and emergency services.

Rossi Hill Reconstruction



DATE: September 21, 2017

TO HONORABLE MAYOR AND COUNCIL

Staff recommends that City Council approve the attached Authorizing Resolution for the 2017 Series Sales Revenue bonds in an amount not to exceed $40,000,000 to fund projects outlined as part of the City Council adopted Additional Resort Communities Sale Tax Project Plan, Affordable and Attainable Housing Plan and the purchase and development of the Park City Arts and Culture District. The resolution begins the issuance process and authorizes the pricing and sale of the bonds, which is expected on or around October 26, 2017. While the authorized bond amount is set high at $40,000,000 it is expected that the bonds will be sold at $35,000,000, an amount determined sufficient to cover anticipated project costs in the next 2 to 3 years.

Respectfully:

Nate Rockwood, Capital Budget, Debt & Grants Manager

City Council
Staff Report

Subject: **2017 Sales Revenue Bonds – Authorizing Resolution**
Author: **Nate Rockwood**
Department: **Budget Department**
Date: **September 21, 2017**
Type of Item: **Legislative**

Summary Recommendation

Staff recommends that City Council approve the attached Authorizing Resolution for the 2017 Series Sales Revenue bonds in an amount not to exceed $40,000,000 to fund projects outlined as part of the City Council adopted Additional Resort Communities Sale Tax Project Plan, Affordable and Attainable Housing Plan and the purchase and development of the Park City Arts and Culture District. The resolution begins the issuance process and authorizes the pricing and sale of the bonds, which is expected on or around October 26, 2017. While the authorized bond amount is set high at $40,000,000 it is expected that the bonds will be sold at $35,000,000, an amount determined sufficient to cover anticipated project costs in the next 2 to 3 years.

Acronyms

RDA – Park City Redevelopment Authority
TRT – 1% Municipalities Transient Room Tax
OTIS – Old Town Improvement Study
District – Park City Arts and Culture District

Background

The 2017 sales revenue bonds issuance consists of three individual bond issuances, which will be bundled and sold collectively to take advantage of advantages market conditions, and reduced cost of issuance. The bonds will be secured by three primary funding sources, which each relate to specific project plans. The bonds will include public projects programed with the Additional Resort Communities Sale Tax Project Plan, The Lower Park Ave RDA Affordable and Attainable Housing Plan and the Park City Arts and Culture District land purchase and City projects secured by the 1% Municipalities Transient Room Tax.

Additional Resort Communities Sale Tax Project Plan

On November 29, 2012, City Council unanimously passed an ordinance adopting an additional .5% Resort Communities Sales and Use Tax to be levied beginning April 1, 2013. At that time, Council confirmed that all revenue generated with the additional .5% Resort Communities Sales Tax be received directly in to the Capital Improvement Fund to be used for but not limited to the following capital projects, Historic Park City/ Main Street & Downtown Projects, OTIS, Storm Drain Improvements, Open Space Acquisition and other capital improvement projects as determined appropriate by City Council.

The City has issued two sales revenue bonds against the pledge of the Additional Resort Communities Sales Tax in 2014 for $6,000,000 and 2015 for $12,000,000. These funds were used for open space acquisition, Old Town Improvement Study, Deer Valley Drive reconstruction, Main Street improvements and affordable housing land acquisitions.

The current Council direction is to fund Additional Resort Communities Sales Tax Plan projects through a combination of cash and debt, where the debt never exceeded 65 percent of the projected sales tax revenue in any given year.

Lower Park Ave RDA Affordable and Attainable Housing Plan
City Council has set affordable and attainable housing as a critical City priority. The City and Redevelopment Authority has dedicated significant redevelopment tax increment funds towards a revolving funding program for affordable housing construction. The 2017 Sales Revenue Bonds will be issued by the City and reimbursed by the Lower Park RDA. This will allow the City and RDA to realize much lower interest rates than would be available with typical RDA tax increment bonds. The City and RDA will enter into the following agreements regarding the transaction:

- Resolution of RDA Authorizing Reimbursement Agreement with Park City
- Resolution of City Authorizing RDA Agreement for Park City Sales Revenue Bonds
- Agreement between Park City and the RDA for Park City Sales Tax Revenue Bonds

These resolutions and agreements will each be noticed separately under the proper authority and adopted by City Council or the RDA Board as appropriate.

Park City with tax increment pledge from the Lower Park RDA will issues approximately $8,000,000 in Sales revenue bonds to fund the construction of the affordable and attainable housing with in the City of Park City, as currently outlined in the adopted budget and the housing project schedule (housing pipeline).

The City will also allocate Lower Park RDA funds to the reconstruction of the City Park Recreation Center and Senior Community Center in an amount adopted by City Council as part of a noticed budget process.

Park City Arts and Culture District Land Acquisition and Development
On July 20, 2017, City Council adopted letters of intent with the Kimball Art Center and Sundance Institute to design and build a Park City Arts and Culture District in Bonanza Park. The City also approved a purchase agreement for the Bonanza Park East properties and passed a resolution enacting a 1% Transient Room Tax to be effective January 1, 2018. It is anticipated that the TRT will generate between $2,200,000 and $2,400,000 annually beginning January 1, 2018. The bonds authorized by this new parameters resolution will cover the total cost of the property at $19,500,000. The property will close on or before January 31, 2018. It is anticipated that the City's partners, Kimball Art Center and Sundance Institute will purchase their respective portion of the land to independently own and develop District anchor facilities. Sales of asset funds received by the City will be put towards the public improvements of the District including, but not limited to, parking facilities, pathways, plazas and other public facilities. The $19,500,000 debt service will be paid over 15 years with allocated debt service from the 1% Transient Room Tax.

Analysis

The attached bond resolution sets the parameters of the sales revenue bond issuance, delegates final approval of bond terms to the City Manager as the *Designated Officer*, and initiates the process required for the issuance of the bonds. The resolution sets the maximum principal issuance amount not to exceed $40,000,000 and defines the purpose as follows:

> **to (a) finance (i)a portion of the costs of a revolving program of acquiring and constructing affordable housing units within the Issuer, (ii) the costs of land and parking, plaza and walkway improvements for a planned arts and culture district, (iii) additional parking and plaza improvements within the Issuer, (iv) road improvements within the Issuer, (v) open space acquisition and related improvements and (vi) park, recreation and community center improvements (collectively, the "Series 2017 Project"), (b) fund any necessary debt service reserve funds, and (c) pay costs of issuance with respect to the Series 2017 Bonds herein described.**

The resolution also establishes maximum terms of 5.5% interest, not more than 15 years, and 2% discount from par. These terms are intentionally set high to allow flexibility in the bond pricing structure. While markets are difficult to predict, staff anticipates that the actual interest rate of the bonds would be closer to the current rate between 2.7 to 3.0%, than the maximum. The maturity of the bond is expected to be 15 years. The parameters allow for a maximum 2% discount from par, which would be necessary if interest rates were higher than the coupon rate on the bond. It is anticipated that the total amount of project to be funded and proceeds of the bonds will be sold at $35,000,000.

It is anticipated that the sale of the bonds would occur on or around October 26, 2017. Staff would proceed with the bond closing on or after November 8, 2017. The bonds will be sold tax-exempt. The bonds will be sold by competitive sale.

Funding Source

The bond resolution is the first step in initiating a bond issuance. This bond issuance is anticipated in the budget and all funding sources have been approved by City Council for the purpose of land acquisition and/or project development. The authorizing resolution will allow staff to continue with the current timing of the issuance in order to make payment on the Bonanza Park East land purchase by January 31, 2018 and continue with the financing of currently adopted projects as outlined in the 5-year Capital Improvement Plan. The City has the ability to stop the bond issuance process, if necessary, on or before the pricing of the bonds on October 18, 2017. The City can also adjust the total amount of the bonds to the amount required by the projects within the $40,000,000 maximum par amount up to the time of pricing on October 18, 2017.

Park City's Current Indebtedness and Debt Capacity

Park City Municipal Corporation currently issues three types of debt. 1) General Obligation Bonds levied by a vote against property tax value of the City (such as the recent Bonanza Flat Open Space bonds). 2) Sales revenue bonds levied against sales revenue which has been adopted by City Council after a vote (This includes Additional Resort Community Sales tax, Transient Room Tax).3) Utility fee revenue bonds, which are issued against water rates for the purpose of building water utility infrastructure.

For GO debt, the State Policy limits a City to not exceed 4 percent of the assessed valuation of the City. City policy further restrict the City to not exceed 2 percent of the assessed valuation of the City. With the issuance of the $25 million Bonanza Flat bonds, the City is currently at 0.61 percent of the City's assessed valuation. The City continues to follow a policy to not exceed a 15-year term on any debt. Currently the city has $6,416,184 in debt payable in FY 2018. This debt drops off by half to $3,279,488 by 2025 and to $0 in 2033. The City continues to improve the finical position related to debt. With the issuance of the 2017 Bonanza Flats GO bonds the City was upgraded by Moody's Investment services to the highest rating of Aaa (equivalent to AAA with S&P and Fitch).

The City does not issue sales revenue debt against sales tax that is received in the General Fund. The City has issued two bonds against the Additional Resort Community Sales Tax revenue - the 2014 and 2015 series sales revenue bonds. A portion of the 2017 Series Sales Revenue Bonds will be pledged against the Additional Resort Community Sales Tax. With this issuance the Additional Resort Community Sales Tax will be leveraged at 42% of the annual revenue generated by the dedicated tax source. The City has nearly 15 times coverage on its three outstanding sales revenue bond issuances.

The City intends to issue nor more than 65 percent of revenue in debt against the municipal TRT for no more than 15-year terms. With this issuance, the City will pledge approximately 54 percent of the anticipated annual revenue to debt service.

The City anticipates approximately $24.5 million in RDA tax increment over the remaining 13 years of the RDA. With this issuance the RDA will pledge approximately 33 percent of the anticipated tax increment revenue to debt service of the bonds. As housing projects are completed and sold, more than 80 percent of the revenue will be returned as sale of asset revenue in the RDA and applied to the next housing project. It is anticipated that this bond issuance will be sufficient to fund the next three affordable housing projects currently scheduled in the RDA budget.

Alternatives for City Council to Consider

1. **Recommended Alternative:** Consider adopting an authorizing resolution for the 2017 Sales Revenue Bonds bond at the September 21, 2017 regular meeting.

   Pros

   a. The bond resolution is the first step in initiating a bond issuance.
   b. The adoption of the resolution on September 21, 2017 would allow the City the time necessary to issue the bonds by the land purchase closing date of January 31, 2018.
   c. The bonds will allow the City to continue the design and construction of planned affordable housing projects and projects approved in the Additional Resort Communities Sales Tax Plan.

   Cons

   a. The City currently has several projects underway and a purchase agreement to close on the Bonanza Park East project on or before January 31, 2018. Without bond proceeds the City would not have sufficient funding to meet current obligations.

2. **Null Alternative:** The City would not proceed with the bond issuance process
3. **Other Alternatives:** Council could consider adopting a resolution at a later date. For the propose of allowing adequate time and pricing of the bonds, staff recommends an authorizing resolution for $40,000,000.

Departmental Review

This report has been reviewed by the City Attorney’s Office, Budget Department, and City Manager’s Office.

Attachments

A. 2017 Sales Revenue Bonds Authorizing Resolution

Park City, Utah

September 21, 2017

The City Council (the "Council") of Park City, Utah, met in regular public session at the regular meeting place of the Council in Park City, Utah, on Thursday, September 21, 2017, at the hour of 6:00 p.m., with the following members of the Council being present:

Jack Thomas	Mayor
Andy Beerman	Councilmember
Becca Gerber	Councilmember
Tim Henney	Councilmember
Cindy Matsumoto	Councilmember
Nann Worel	Councilmember

Also present:

Michelle Kellogg	City Recorder

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this September 21, 2017, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____________ and seconded by Councilmember ___________, was adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF PARK CITY, UTAH (THE "ISSUER"), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN $40,000,000 AGGREGATE PRINCIPAL AMOUNT OF SALES TAX REVENUE BONDS, SERIES 2017; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; DELEGATING TO CERTAIN OFFICERS OF THE ISSUER THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; PROVIDING FOR A PUBLIC HEARING AND THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING AND APPROVING A SUPPLEMENTAL INDENTURE, A PRELIMINARY OFFICIAL STATEMENT, AN OFFICIAL STATEMENT, A BOND PURCHASE AGREEMENT, AN OFFICIAL NOTICE OF BOND SALE AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City Council (the "Council") of the Issuer desires to (a) finance (i)a portion of the costs of a revolving program of acquiring and constructing affordable housing units within the Issuer, (ii) the costs of land and parking, plaza and walkway improvements for a planned arts and culture district, (iii) additional parking and plaza improvements within the Issuer, (iv) road improvements within the Issuer, (v) open space acquisition and related improvements and (vi) park, recreation and community center improvements (collectively, the "Series 2017 Project"), (b) fund any necessary debt service reserve funds, and (c) pay costs of issuance with respect to the Series 2017 Bonds herein described; and

WHEREAS, in connection with the housing improvements described above, the Council has determined that there is a need for the Issuer to work with the its Housing Authority (including as authorized by Section 35A-8-425 Utah Code Annotated 1953, as amended (the "Utah Code")), its Redevelopment Agency (including as authorized by Sections 17C-1-411 and 412 of the Utah Code) and others to facilitate the development of additional affordable and attainable housing units within the Issuer in order to preserve the core community values of Park City and for the Issuer to use appropriate means to assure that such housing units remain affordable including through the Issuer retaining an interest in such units by deed restrictions and otherwise; and

WHEREAS, in connection with the arts and culture district also described above, the Issuer may use the proceeds of the Series 2017 Bonds for the acquisition of land for such district and dispose of a portion of such land to other participants in the district and use the proceeds of such disposition for the parking, plaza and walkway improvements relating thereto; and

WHEREAS, the Issuer is permitted by the provisions of Utah law, including Utah Code Section 10-8-2 to purchase, improve and dispose of real and personal property that is in the public interest and the Council has determined that the land and improvements to be financed as provided herein is all in the public interest; and

WHEREAS, to accomplish the purposes set forth in the preceding recitals, and subject to the limitations set forth herein, the Issuer desires to issue its Sales Tax Revenue Bonds, Series 2017 (the "Series 2017 Bonds") (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the Issuer), pursuant to (a) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code (the "Act"), (b) this Resolution, and (c) a previously executed General Indenture of Trust (the "General Indenture"), and a Supplemental Indenture (the "Supplemental Indenture" and together with the General Indenture, the "Indenture"), each between the Issuer and ZB, National Association dba Zions Bank (the "Trustee"), with such Supplemental Indenture in substantially the form presented to the meeting at which this Resolution was adopted and which is attached hereto as Exhibit B; and

WHEREAS, the Act provides that prior to issuing bonds, an issuing entity must (a) give notice of its intent to issue such bonds and (b) hold a public hearing to receive input from the public with respect to (i) the issuance of the bonds and (ii) the potential economic impact that the improvement, facility or property for which the bonds pay all or part of the cost will have on the private sector; and

WHEREAS, the Issuer desires to call a public hearing for this purpose and to publish a notice of such hearing with respect to the Series 2017 Bonds, including a notice of bonds to be issued, in compliance with the Act; and

WHEREAS, there has been presented to the Council at this meeting a form of a bond purchase agreement (the "Bond Purchase Agreement"), in substantially the form attached hereto as Exhibit C to be entered into between the Issuer and the underwriter or the purchaser (the "Underwriter/Purchaser") selected by the Issuer for any portion of the Series 2017 Bonds in the event that the Series 2017 Bonds are not sold pursuant to a public bid with an official notice of bond sale or similar document; and

WHEREAS, in the event that the Designated Officers (defined below) determine that it is in the best interests of the Issuer to publicly offer all or a portion of the Series 2017 Bonds, the Issuer desires to authorize the use and distribution of one or more of a Preliminary Official Statement (the "Preliminary Official Statement") in substantially the form attached hereto as Exhibit D, including a form of an Official Notice of Bond Sale or a substantially similar document for use with or without a Preliminary Official Statement (the "Official Notice of Bond Sale") in the case where the Series 2017 Bonds are sold at a competitive sale, and to approve a final Official Statement (the "Official Statement") in substantially the form as the Preliminary Official Statement, and other documents relating thereto; and

WHEREAS, in order to allow the Issuer flexibility in setting the pricing date of the Series 2017 Bonds to optimize debt service costs to the Issuer, the Council desires to grant to any one of the Mayor, any authorized Mayor ProTem, the City Manager, and the Finance Manager (collectively, the "Designated Officers"), the authority to (a) determine whether all or a portion of the Series 2017 Bonds should be sold pursuant to a private placement or a public offering (including via a negotiated underwriting or public bid); (b) approve the principal amounts, interest rates, terms, maturities, redemption features, and purchase price at which the Series 2017 Bonds shall be sold; (c) select the Underwriter/Purchaser of the Series 2017 Bonds or execute a Certificate of Award confirming the sale of the Series 2017 Bonds to the winning bidder pursuant to the Official Notice of Bond Sale; (d) determine whether the Series 2017 Bonds shall be issued as federally tax-exempt or taxable bonds; and (e) make any changes with respect to the Series 2017 Bonds and the documents approved herein from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the "Parameters");

NOW, THEREFORE, it is hereby resolved by the City Council of Park City, Utah, as follows:

<u>Section 1.</u> For the purpose of (a) financing the Series 2017 Project, (b) funding a deposit to a debt service reserve fund, if necessary, and (c) paying costs of issuance of the Series 2017 Bonds, the Issuer hereby authorizes the issuance of the Series 2017 Bonds which shall be designated "Park City, Utah Sales Tax Revenue Bonds, Series 2017" (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the Issuer) in the aggregate principal amount of not to exceed $40,000,000. The Series 2017 Bonds shall mature in not more than fifteen (15) years from their date or dates, shall be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, and shall bear interest at a rate or rates of not to exceed five and one-half percent (5.5%) per annum, all as shall be approved by the Designated Officers, within the Parameters set forth herein.

<u>Section 2.</u> The Designated Officers are hereby authorized to select the Underwriter/Purchaser and specify and agree as to the method of sale (among competitive sale or negotiated sale (including a private placement without the use of an Official Statement), the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2017 Bonds and whether the Series 2017 Bonds shall be issued as federally tax-exempt or taxable bonds, for and on behalf of the Issuer, provided that such terms are within the Parameters set by this Resolution. The selection of the method of sale via a private placement, negotiated underwriting, or competitive sale, the selection of the Underwriter/Purchaser and the determination of the final terms and redemption provisions for the Series 2017 Bonds by the Designated Officers shall be evidenced by the execution of a Certificate of Award (the "Certificate of Award") in substantially the form attached hereto as <u>Exhibit E</u> in the case where the Series 2017 Bonds are sold at a competitive sale or the Bond Purchase Agreement if the Series 2017 Bonds are sold at a private or negotiated underwriting sale in substantially the form attached hereto as <u>Exhibit C</u>. The form of the Certificate of

Award and of the Bond Purchase Agreement are hereby authorized, approved and confirmed.

Section 3. The Supplemental Indenture and the Bond Purchase Agreement in substantially the forms presented to this meeting and attached hereto as Exhibits B and C, respectively, are hereby authorized, approved, and confirmed. The Mayor or Mayor pro tem (the "Mayor") and City Recorder or Deputy City Recorder (the "City Recorder") are hereby authorized to execute and deliver the Supplemental Indenture in substantially the form and with substantially the content as the form presented at this meeting for and on behalf of the Issuer, with final terms as may be established by the Designated Officers within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 5 hereof.

Section 4. Should the Designated Officers determine to have the Series 2017 Bonds underwritten, as a public offering, the Issuer hereby authorizes the utilization of the Preliminary Official Statement (including an Official Notice of Bond Sale, as needed) in the form attached hereto as Exhibit D in the marketing of the Series 2017 Bonds and hereby approves the Official Statement in substantially the same form as the Preliminary Official Statement. The Mayor is hereby authorized to execute the Official Statement evidencing its approval by the Issuer.

Section 5. The appropriate officials of the Issuer are authorized to make any alterations, changes or additions to the Indenture, the Series 2017 Bonds, the Preliminary Official Statement (including, but not limited to, the addition of an official notice of bond sale), the Official Statement, the Series 2017 Bonds, the Bond Purchase Agreement, the Certificate of Award or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2017 Bonds (within the Parameters set by this Resolution), to conform to any applicable bond insurance or reserve instrument or to remove the same, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

Section 6. The form, terms, and provisions of the Series 2017 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Mayor and the City Recorder are hereby authorized and directed to execute and seal the Series 2017 Bonds and to deliver said Series 2017 Bonds to the Trustee for authentication. The signatures of the Mayor and the City Recorder may be by facsimile or manual execution.

Section 7. The appropriate officials of the Issuer are hereby authorized and directed to execute and deliver to the Trustee the written order of the Issuer for authentication and delivery of the Series 2017 Bonds in accordance with the provisions of the Indenture.

Section 8. Upon their issuance, the Series 2017 Bonds will constitute special limited obligations of the Issuer payable solely from and to the extent of the sources set forth in the Series 2017 Bonds and the Indenture. No provision of this Resolution, the Indenture, the Series 2017 Bonds, or any other instrument, shall be construed as creating a general obligation of the Issuer, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Issuer or its taxing powers.

Section 9. The appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents and other papers (including, without limitation, any escrow agreement permitted under the Indenture and tax compliance procedures) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 10. After the Series 2017 Bonds are delivered by the Trustee to the Underwriter/Purchaser and upon receipt of payment therefor, this Resolution shall be and remain irrepealable until the principal of, premium, if any, and interest on the Series 2017 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 11. The Issuer shall hold a public hearing on October 12, 2017 to receive input from the public with respect to (a) the issuance of the Series 2017 Bonds issued under the Act, and (b) the potential economic impact that the improvements to be financed with the proceeds of the Series 2017 Bonds issued under the Act will have on the private sector, which hearing date shall not be less than fourteen (14) days after notice of the public hearing is first published, such notice to be published (i) once a week for two consecutive weeks in The Park Record, a newspaper of general circulation in the Issuer, (ii) on the Utah Public Notice Website created under Section 63F-1-701, Utah Code Annotated 1953, as amended, and (iii) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended. The City Recorder shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the Issuer's offices, for public examination during the regular business hours of the Issuer until at least thirty (30) days from and after the last date of the newspaper publication thereof. The Issuer directs its officers and staff to publish a "Notice of Public Hearing and Bonds to be Issued" in substantially the following form:

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), that on September 21, 2017, the City Council (the "Council") of Park City, Utah (the "Issuer"), adopted a resolution (the "Resolution") in which it authorized the issuance of the Issuer's Sales Tax Revenue Bonds, Series 2017 (the "Bonds") (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Issuer), and called a public hearing to receive input from the public with respect to the Bonds.

PURPOSE, TIME, PLACE AND LOCATION OF PUBLIC HEARING

The Issuer shall hold a public hearing on October 12, 2017, at the hour of 6:00 p.m. at 445 Marsac Avenue, Park City, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of the Bonds and (b) any potential economic impact that the Project to be financed with the proceeds of the Bonds may have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE BONDS

The Bonds will be issued for the purpose of (a) financing (i) a portion of the costs of a revolving program of the Issuer acquiring and constructing affordable housing units within the Issuer, (ii) the costs of land and parking, plaza and walkway improvements for a planned arts and culture district, (iii) additional parking and plaza improvements within the Issuer, (iv) road improvements within the Issuer, (v) open space acquisition and related improvements and (vi) park, recreation and community center improvements (collectively, the "Series 2017 Project"), (b) funding any debt service reserve funds, as necessary, and (c) paying costs of issuance of the Bonds.

In connection with the housing improvements described above, the Council has determined that there is a need for the Issuer to work with the its Housing Authority, its Redevelopment Agency and others to facilitate the development of additional affordable and attainable housing units within the Issuer in order to preserve the core community values of Park City and for the Issuer to use appropriate means to assure that such housing units remain affordable including through the Issuer retaining an interest in such units by deed restrictions and otherwise.

In connection with the arts and culture district also described above, the Issuer may use the proceeds of the Bonds for the acquisition of land for such district and dispose of a portion of such land to other participants in the district and use the proceeds of such disposition for the parking, plaza and walkway improvements relating thereto.

PARAMETERS OF THE BONDS

The Issuer intends to issue the Bonds in the aggregate principal amount of not more than Forty Million Dollars ($40,000,000) to mature in not more than fifteen (15) years from their date or dates, to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, and bearing interest at a rate or rates not to exceed five and one-half percent (5.50%) per annum. The Bonds are to be issued and sold by the Issuer pursuant to the Resolution, including as part of said Resolution, a General Indenture of Trust (previously entered into) and a Supplemental Indenture of Trust (together, the "Indenture") which were before the Council and attached to the Resolution with the Supplemental Indenture in substantially final form at the time of the adoption of the Resolution and said Supplemental Indenture is to be executed in such form and with such changes thereto as shall be approved by designated officers of the Issuer; provided that the principal amount, interest rate or rates, maturity, and discount of the Series 2017 Bonds will not exceed the maximums set forth above.

EXCISE TAXES PROPOSED TO BE PLEDGED

The Issuer proposes to pledge (i) 100% of the Local Option Sales and Use Tax revenues received by the Issuer pursuant to Title 59, Chapter 12, Part 2, Utah Code Annotated 1953, as amended (the "Utah Code"), (ii) 100% of the Resort Communities Tax and Additional Resort Communities Tax revenues received by the Issuer pursuant to Title 59, Chapter 12, Part 4 of the Utah Code, and (iii) 100% of the Transient Room Taxes received by the Issuer pursuant to Title 59, Chapter 12, Part 352, of the Utah Code (collectively, the "Revenues") to the payment of the Bonds.

OUTSTANDING BONDS SECURED BY PLEDGED TAXES

The Issuer currently has $19,755,000 of bonds outstanding secured by a portion of the Revenues.

OTHER OUTSTANDING BONDS OF THE ISSUER

Additional information regarding the Issuer's outstanding bonds may be found in the Issuer's financial report (the "Financial Report") at: http://secure.utah.gov/auditor-search/. For additional information, including any information more recent than as of the date of the Financial Report, please contact Rebecca Gillis, Finance Manager at (435) 615-5229.

TOTAL ESTIMATED COST OF BONDS

Based on the Issuer's current plan of finance and a current estimate of interest rates, the total principal and interest cost of the Bonds if held until maturity, is approximately $42,860,099.

A copy of the Resolution and the Indenture are on file in the office of the Park City Recorder, 445 Marsac Avenue, Park City, Utah, where they may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m. Monday through Friday, for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which (i) any person in interest shall have the right to contest the legality of the Resolution, the Indenture (but only as it relates to the Bonds), or the Bonds, or any provision made for the security and payment of the Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever and (ii) registered voters within Park City, Utah may sign a written petition requesting an election to authorize the issuance of the Bonds. If written petitions which have been signed by at least 20% of the registered voters of Park City, Utah are filed with the Issuer during said 30-day period, the Issuer shall be required to hold an election to obtain voter authorization prior to the issuance of the Bonds. If fewer than 20% of the registered voters of Park City, Utah file a written petition during said 30-day period, the Issuer may proceed to issue the Bonds without an election.

DATED this September 21, 2017.

/s/ Michelle Kellogg
City Recorder

Section 12. The Issuer hereby reserves the right to opt not to issue the Series 2017 Bonds for any reason, including without limitation, consideration of the opinions expressed at the public hearing.

Section 13. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

Section 14. The Issuer hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Series 2017 Project. The Series 2017 Bonds are to be issued, and the reimbursements made, by the later of 18-months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid. The maximum principal amount of the Series 2017 Bonds which will be issued to finance the reimbursed costs of the Project is not expected to exceed $40,000,000.

APPROVED AND ADOPTED this September 21, 2017.

(SEAL)

By:____________________________________
Mayor

ATTEST:

By:____________________________________
City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By:____________________________________
Mayor

ATTEST:

By:____________________________________
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

I, Michelle Kellogg, the duly appointed and qualified City Recorder of Park City, Utah (the "City"), do hereby certify according to the records of the City Council of the City (the "City Council") in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the City Council held on September 21, 2017, including a resolution (the "Resolution") adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on September 21, 2017.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this September 21, 2017.

(SEAL)

By:________________________________
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Michelle Kellogg, the undersigned City Recorder of Park City, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the September 21, 2017, public meeting held by the City Council of the City (the "City Council") as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the City on September ___, 2017, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to The Park Record on September ___, 2017, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2017 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be (a) posted on _______________, at the principal office of the City Council, (b) provided to at least one newspaper of general circulation within the City on _______________, and (c) published on the Utah Public Notice Website (http://pmn.utah.gov) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this September 21, 2017.

(SEAL)

By:________________________________
City Recorder

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

ANNUAL MEETING SCHEDULE

<u>EXHIBIT B</u>

FORM OF INDENTURE

(See Transcript Document Nos. ___ and ___)

EXHIBIT C

FORM OF BOND PURCHASE AGREEMENT

(See Transcript Document No. ___)

EXHIBIT D

FORM OF PRELIMINARY OFFICIAL STATEMENT

(See Transcript Document No. ___)

EXHIBIT E

CERTIFICATE OF AWARD

(See Transcript Document No. ___)

DATE: September 21, 2017

TO HONORABLE MAYOR AND COUNCIL

This item relates to the 2017 Sales Revenue Bonds. For detail please refer to the 2017 Sales Revenue Bonds staff report in this council packet.

Respectfully:

Nate Rockwood, Capital Budget, Debt & Grants Manager

Park City, Utah

September 21, 2017

The City Council (the "Council") of Park City, Utah, met in regular public session at the regular meeting place of the Council in Park City, Utah, on Thursday, September 21, 2017, at the hour of 6:00 p.m., with the following members of the Council being present:

Jack Thomas	Mayor
Andy Beerman	Councilmember
Becca Gerber	Councilmember
Tim Henney	Councilmember
Cindy Matsumoto	Councilmember
Nann Worel	Councilmember

Also present:

Michelle Kellogg	City Recorder

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this September 21, 2017, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____________ and seconded by Councilmember ___________, was adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

RESOLUTION NO. 27-2017

A RESOLUTION OF THE CITY COUNCIL OF PARK CITY, UTAH (THE "CITY") APPROVING THE ACQUISITION AND CONSTRUCTION OF CERTAIN HOUSING IMPROVEMENTS; APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY AND THE REDEVELOPMENT AGENCY OF PARK CITY (THE "AGENCY") PROVIDING THAT THE AGENCY REIMBURSE THE CITY FOR CERTAIN COSTS OF THE IMPROVEMENTS; AND RELATED MATTERS.

WHEREAS, pursuant to the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Chapter 1, Title 17C, Utah Code Annotated, 1953, as amended (the "Act"), the Agency is authorized to use its tax increment revenues provided for in Part 4 of the Act (the "Tax Increment Revenues") from its Lower Park Avenue Project Area, (the "Project Area") pursuant to Section 17C-1-411 of the Act to (among other things) increase, improve, or preserve the affordable housing supply (as defined in the Act) within the boundaries of the Agency; and

WHEREAS, pursuant to the Act, the Agency is authorized to use its Tax Increment Revenues from the Project Area pursuant to Section 17C-1-412 of the Act to (among other things) pay for the cost of land or construction of income targeted housing (as defined in the Act) and to make payments on bonds issued by Park City (the "City") that provide income targeted housing within the boundaries of the City (collectively with the improvements described in the immediately preceding paragraph, the "Project"); and

WHEREAS, the Agency and the City are desirous that the Project as further described in the Agreement Between Park City and the Redevelopment Agency of Park City (the "Reimbursement Agreement") substantially in the form attached hereto as Exhibit B be made for the purpose of furthering redevelopment and other objectives of the Agency and the general health and welfare of the City and its residents, including providing affordable and attainable housing within the City; and

WHEREAS, pursuant to Sections 17C-1-207, 17C-1-411, and 17C-1-412 of the Act, the City may pay for the costs of the Project, and the Agency may agree to reimburse the City for the costs thereof by periodic payments over a period of years; and

WHEREAS, the City and the Agency are both beneficiaries of the direct and collateral benefits from the construction of the Project; and

WHEREAS, the City desires to proceed with the construction of the Project and to finance the costs associated therewith through the issuance of certain of its Sales Tax Revenue Bonds, with the understanding that the Agency will reimburse it for a portion of the costs of the Project, as provided in the Reimbursement Agreement; and

WHEREAS, the Agency desires that the City undertake such construction and will agree to reimburse the City for payments made with respect to the Project as provided in the Reimbursement Agreement; and

WHEREAS, the City desires to authorize the execution and delivery of the Reimbursement Agreement to accomplish the purposes set forth in the preceding recitals.

NOW, THEREFORE, it is hereby resolved by the City Council of Park City, Utah, as follows:

Section 1. All terms defined in the foregoing recitals hereto shall have the same meanings when used herein.

Section 2. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the City, the Council and by the officers of the City directed toward construction of the Project and the execution and delivery of the Reimbursement Agreement are hereby ratified, approved and confirmed.

Section 3. The Reimbursement Agreement, substantially in the form attached hereto as Exhibit B and presented to the Council at this meeting, with such changes as are authorized by Section 4 herein, is hereby approved in all material respects. The Mayor and the City Recorder are hereby authorized to execute and deliver the same on behalf of the City and to affix the seal of the City thereto, and the acts of the Mayor and City Recorder in so doing shall be the act and deed of the City. The Mayor, the City Recorder and any other authorized officer or agent of the City are hereby authorized and directed to take all steps on behalf of the City to perform and discharge the obligations of the City under the Reimbursement Agreement.

Section 4. The Mayor is hereby authorized to make, either prior or subsequent to the execution thereof, any alterations, changes or additions in the Reimbursement Agreement herein authorized which may be necessary to correct any errors or omissions therein, to remove ambiguities therefrom, to conform the same to the provisions of this Resolution, or any other resolution adopted by the City, or the provisions of the laws of the State of Utah or the United States as long as the rights of the City are not materially adversely affected thereby. The execution of the Reimbursement Agreement by the Mayor on behalf of the City shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and changes incorporated therein.

Section 5. The Mayor, the City Recorder and other officers of the City are hereby authorized to execute all documents and take such action as they may deem necessary or advisable in order to carry out and perform the purpose of this resolution and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 6. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

APPROVED AND ADOPTED this September 21, 2017.

(SEAL)

By:____________________________________
Mayor

ATTEST:

By:____________________________________
City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By:____________________________________
Mayor

ATTEST:

By:____________________________________
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

I, Michelle Kellogg, the duly appointed and qualified City Recorder of Park City, Utah (the “City”), do hereby certify according to the records of the City Council of the City (the “City Council”) in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the City Council held on September 21, 2017, including a resolution (the “Resolution”) adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on September 21, 2017.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this September 21, 2017.

(SEAL)

By:_________________________________
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Michelle Kellogg, the undersigned City Recorder of Park City, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the September 21, 2017, public meeting held by the City Council of the City (the "City Council") as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the City on September ___, 2017, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to The Park Record on September ___, 2017, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2017 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be (a) posted on _______________, at the principal office of the City Council, (b) provided to at least one newspaper of general circulation within the City on _______________, and (c) published on the Utah Public Notice Website (http://pmn.utah.gov) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this September 21, 2017.

(SEAL)

By:_______________________________
City Recorder

<u>SCHEDULE 1</u>

NOTICE OF MEETING

SCHEDULE 2

ANNUAL MEETING SCHEDULE

EXHIBIT B

AGREEMENT BETWEEN PARK CITY AND
THE REDEVELOPMENT AGENCY OF PARK CITY

(See Transcript Document No. ___)

PARK CITY 1884

DATE: September 21, 2017

TO HONORABLE MAYOR AND COUNCIL

This item relates to the 2017 Sales Revenue Bonds. For detail please refer to the 2017 Sales Revenue Bonds staff report in this council packet.

Respectfully:

Nate Rockwood, Capital Budget, Debt & Grants Manager

Park City, Utah

September 21, 2017

The Governing Board (the "Board") of the Redevelopment Agency of Park City, Utah (the "Agency"), met in public session at the regular meeting place of the Board in Park City, Utah, on Thursday, September 21, 2017, at the hour of 6:00 p.m., with the following members of the Board being present:

Jack Thomas	Chair
Andy Beerman	Member
Becca Gerber	Member
Tim Henney	Member
Cindy Matsumoto	Member
Nann Worel	Member

Also present:

Michelle Kellogg	Secretary

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the Secretary presented to the Board a Certificate of Compliance with Open Meeting Law with respect to this September 21, 2017, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Board Member ____________ and seconded by Board Member __________, was adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

RESOLUTION NO. RDA 02-2017

A RESOLUTION OF THE GOVERNING BOARD OF THE REDEVELOPMENT AGENCY OF PARK CITY, UTAH (THE "AGENCY") APPROVING THE ACQUISITION AND CONSTRUCTION OF CERTAIN HOUSING IMPROVEMENTS; APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE AGENCY AND PARK CITY, UTAH (THE "CITY") PROVIDING THAT THE AGENCY REIMBURSE THE CITY FOR CERTAIN COSTS OF THE IMPROVEMENTS; AND RELATED MATTERS.

WHEREAS, pursuant to the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Chapter 1, Title 17C, Utah Code Annotated, 1953, as amended (the "Act"), the Agency is authorized to use its tax increment revenues provided for in Part 4 of the Act (the "Tax Increment Revenues") from its Lower Park Avenue Project Area, (the "Project Area") pursuant to Section 17C-1-411 of the Act to (among other things) increase, improve, or preserve the affordable housing supply within the boundaries of the Agency; and

WHEREAS, pursuant to the Act, the Agency is authorized to use its Tax Increment Revenues from the Project Area pursuant to Section 17C-1-412 of the Act to (among other things) pay for the cost of land or construction of income targeted housing (as defined in the Act) and make payments on bonds issued by the City that provide income targeted housing within the boundaries of Park City (the "City") (collectively with the improvements described in the immediately preceding paragraph, the "Project"); and

WHEREAS, the Agency and the City are desirous that the Project as further described in the Agreement Between Park City and the Redevelopment Agency of Park City (the "Reimbursement Agreement") substantially in the form attached hereto as Exhibit B be made for the purpose of furthering redevelopment and other objectives of the Agency and the general health and welfare of the City and its residents, including providing affordable and attainable housing within the City; and

WHEREAS, pursuant to Sections 17C-1-207, 17C-1-411, and 17C-1-412 of the Act, the City may pay for the costs of the Project, and the Agency may agree to reimburse the City for the costs thereof by periodic payments over a period of years; and

WHEREAS, the City and the Agency are both beneficiaries of the direct and collateral benefits from the construction of the Project; and

WHEREAS, the City desires to proceed with the construction of the Project and to finance the costs associated therewith through the issuance of certain of its Sales Tax Revenue Bonds, with the understanding that the Agency will reimburse it for a portion of the costs of the Project, as provided in the Reimbursement Agreement; and

WHEREAS, the Agency desires that the City undertake such construction and will agree to reimburse the City for payments made with respect to the Project as provided in the Reimbursement Agreement; and

WHEREAS, the Agency desires to authorize the execution and delivery of the Reimbursement Agreement to accomplish the purposes set forth in the preceding recitals.

NOW, THEREFORE, it is hereby resolved by the Governing Board of the Redevelopment Agency of Park City, Utah, as follows:

Section 1. All terms defined in the foregoing recitals hereto shall have the same meanings when used herein.

Section 2. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Agency, the Board and by the officers of the Agency directed toward construction of the Project and the execution and delivery of the Reimbursement Agreement are hereby ratified, approved and confirmed.

Section 3. The Reimbursement Agreement, substantially in the form attached hereto as Exhibit B and presented to the Board at this meeting, with such changes as are authorized by Section 4 herein, is hereby approved in all material respects. The Chair of the Board (the "Chair") and the Secretary of the Agency (the "Secretary") are hereby authorized to execute the same on behalf of the Agency and to affix the seal of the Agency thereto, and the acts of the Chair and Secretary in so doing shall be the act and deed of the Agency. The Chair, Secretary and any other authorized officer or agent of the Agency are hereby authorized and directed to take all steps on behalf of the Agency to perform and discharge the obligations of the Agency under the Reimbursement Agreement.

Section 4. The Chair is hereby authorized to make, either prior or subsequent to the execution thereof, any alterations, changes or additions in the Reimbursement Agreement herein authorized which may be necessary to correct any errors or omissions therein, to remove ambiguities therefrom, to conform the same to the provisions of this Resolution, or any other resolution adopted by the Agency, or the provisions of the laws of the State of Utah or the United States as long as the rights of the Agency are not materially adversely affected thereby. The execution of the Reimbursement Agreement by the Chair on behalf of the Agency shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and changes incorporated therein.

Section 5. The Chair, the Secretary, and other officers of the Agency are hereby authorized to execute all documents and take such action as they may deem necessary or advisable in order to carry out and perform the purpose of this resolution and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 6. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

APPROVED AND ADOPTED this September 21, 2017.

(SEAL)

By:___________________________________
Chair

ATTEST:

By:___________________________________
Secretary

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By:__________________________________
Chair

ATTEST:

By:__________________________________
Secretary

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

I, Michelle Kellogg, the duly appointed and qualified Secretary of the Redevelopment Agency of Park City, Utah (the "Agency") do hereby certify according to the records of the Agency in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the Agency held on September 21, 2017, including a resolution (the "Resolution") adopted at said meeting and that said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on September 21, 2017.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said Agency, this September 21, 2017.

(SEAL)

By:___________________________________
Secretary

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Michelle Kellogg, the undersigned Secretary of the Redevelopment Agency of Park City, Utah (the "Agency") do hereby certify, according to the records of the Agency in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the September 21, 2017, public meeting held by the Agency as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the Agency's principal offices on September __, 2017, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting; and

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to The Park Record on September ___, 2017, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2017 Annual Meeting Schedule for the Agency (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the Agency to be held during the year, by causing said Notice to be (a) posted on _______________, at the principal office of the Agency, (b) provided to at least one newspaper of general circulation within the City on _______________, and (c) published on the Utah Public Notice Website (http://pmn.utah.gov) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this September 21, 2017.

(SEAL)

By:___________________________________
Secretary

(SEAL)

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

ANNUAL MEETING SCHEDULE

EXHIBIT B

AGREEMENT BETWEEN PARK CITY AND
THE REDEVELOPMENT AGENCY OF PARK CITY

(See Transcript Document No. ____)