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

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

Closed Session
3:00 p.m. Property and litigation

Work Session

4:00 p.m.	Council questions and comments	
4:10 p.m.	McPolin Farm Strategic Plan	P. 5 - 23
4:40 p.m.	Snow removal program, priorities and enforcement	P. 24 - 30
5:20 p.m.	Historical Society – solar array and waiver of parking for Museum	
5:50 p.m.	Break	P. 31 - 37

Regular Meeting
6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV WORK SESSION NOTES AND MINUTES OF MEETING OF AUGUST 21, 2008
P. 38 - 57

V RESIGNATIONS AND APPOINTMENTS

Reappointment of Rob Lea for a term expiring July 1, 2011; appointment of Kraig Moyes for a term expiring July 1, 2011; and appointment of Kathy Kahn to fill an unexpired term from January 1, 2009 to July 1, 2009 to the Recreation Advisory Board

VI OLD BUSINESS *(Continued public hearings)*

Consideration of an Ordinance annexing approximately 286.64 acres of property located at the southwest corner of the SR248 and US40 interchange in the Quinn's Junction area, known as the Park City Heights Annexation, into the corporate limits of Park City, Utah, and amending the Official Zoning Map of Park city to zone the property in the Community Transition Zoning District (CT)
(a) Continuation of public hearing
(b) Motion to continue to September 18, 2008

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

1. Consideration of an Ordinance amending the Risner Ridge Subdivision Plat, Park City, Utah P. 60 - 69

(a) Public hearing
(b) Action

2. Ordinance approving the Risner Ridge No. Subdivision Plat Amendment, Park City, Utah P. 60 - 69

(a) Public hearing
(b) Action

3 Consideration of an Ordinance approving the 1185 Empire Avenue plat amendment, located at 1183, 1185, and 1195 Empire Avenue, Park City, Utah

(a) Public hearing P. 70 - 76
(b) Action

4 Consideration of an encroachment agreement with the Snyderville Basin Water Reclamation District for the Old Town Park, in a form approved by the City Attorney P. 77 - 84

5 Consideration of a construction contract in the amount of $121,913 to DRD Paving LLC, in a form approved by the City Attorney, for the construction of the Old Town Park P. 85 - 98

6 Consideration of a professional service provider contract with VCBO Architecture, in a form approved by the City Attorney, for architectural services for the remodel and renovation of the Racquet Club located at 1200 Little Kate Road in the amount of $547,000 P. 99 - 113

VIII ADDITIONAL DISCUSSION – AGENDA ITEMS

IX ADJOURNMENT

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

I ROLL CALL

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

III MINUTES OF MEETING OF JUNE 19, 2008 P. 58 - 59

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

Consideration of a loan to Elliott Development LLC for an affordable housing project located at 1321-1323 Woodside Avenue, Park City, Utah P. 114 - 118

V ADJOURNMENT

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

Posted: 09/08/08
See: www.parkcity.org

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

September 2008

18 Sundance field trip
Resolution – uses of non-recyclable garbage bags – Leadership
Construction agreement with Lyndon Jones Construction improvements of the Deer Valley Roundabout
Franchise agreement for Sergio Ice Cream
Old Business - appeal of the Planning Commission's denial on June 25, 2008 of a Steep Slope Conditional Use Permit for 158 Ridge Avenue, 162 Ridge Avenue and 166 Ridge Avenue

25 **No meeting - Liza and Roger gone**

October 2008

2 Summit County Solid Waste Master Plan - JG
Award of contract – Hillside Avenue design
Award of contract - Bonanza Drive design

9 **UEA – No meeting**

16

23

30

November 2008

6

13

20

27 **Thanksgiving**

December 2008

4

11

18

25 **Holidays**

Pending Items:

Water supply and demand

Resolution amending (or replacing) Resolution No. 20-07, adopting Affordable Housing Guidelines and Standards for Park City, Utah

Resolution - Trails Master Plan

Carrying capacity/market analysis survey

Wild land interface issues

City Council
Staff Report

Subject:	**McPolin Farm Strategic Plan**
Author:	**Jon Weidenhamer, Denise Carey, Matt Twombly**
Department:	**Recreation, Sustainability**
Date:	**September 11, 2008**
Type of Item:	**Administrative**

Summary Recommendations:
Review the proposed Strategic Plan for the McPolin Farm and provide specific direction. Staff recommends City Council consider: 1) Installation of a paved (ADA) connection from the SR 224 underpass to the barn and shed; 2) Installation of a paved trail that will allow display of antique farm equipment; and directing staff to display the farm equipment immediately; 3) directing staff to return during the 2010 budget with a plan for maintenance of improvements and long term replacement of facilities at the barn; and 4) an update on an interpretive hiking trail. Depending on the direction, staff recommends Council adopt the strategic plan on 9/11/2008.

Background:
Since the purchase of the McPolin Farm in 1990, Park City has made an effort to protect and enhance the entry corridor and preserve open space. Many planning sessions from various City boards and committees have worked to provide a community vision for the property. On June 1, 2006 Council reviewed the Strategic Plan for the Farm (Exhibit A), and directed staff to proceed with some of the recommended capital projects such as foundations for the sheds, and to further analyze possible solutions for ADA and fire access (Exhibit C). Items that were included in the plan during the discussion that are currently incomplete are attached as Exhibit D.

The Farm is the City's most recognizable icon and contributes heavily to both Park City's historic identity and recreational values. The current Farm Strategic Plan outlines appropriate uses, as well as a series of capital improvements including renovation(s) to the shed, farmhouse and accessory structures as well as trails and pathways. The strategic plan built upon the existing improvements and prioritized the needed improvements and estimated costs.

Analysis:
Staff finds improving walkability and providing (ADA) accessibility are a priority for Park City and is consistent with the Strategic Plan. As trail use has increased substantially each year by the community and tourists, staff furthermore finds adding a cultural display of antique farm equipment will add to the draw of the facility, and improve the experience of the visitor.

<u>Trail connecting SR 248 Underpass to Barn</u>
The strategic plan for the Farm was reviewed by Council June 1, 2006. Improvements that increased the accessibility to the property were listed as the highest priority, along

with the items that increased the safety of those who visit the farm (Exhibit C). Although the paving of the driveway, ADA access and trail were the highest priority comments from Council focused on concerns over the cost and visual impacts of the type of paving (Exhibit B).

Staff has worked with the Chief Building Official/Fire Marshall and proposes a project that meets the walkability recommendations, requirements for ADA, and minimum requirements of the Fire Code (See Exhibit A). The solution staff proposes is a 10' – 12' wide concrete (no color or exposed aggregate treatment) driveway from SR 224 to the fire hydrant across the driveway from the front corner of the Barn. This will allow fire access and minimize the visual intrusion expressed over asphalt paving. In the past Council was sensitive to the use of asphalt in this location, and colored or exposed aggregate concrete was cost prohibitive (see Exhibit C). The plain colored driveway is estimated between $50,000 and $80,000. With the recent bankruptcy of the largest asphalt manufacturer in Utah and the price of oil, the cost of concrete has become competitive with the cost of asphalt and more readily available. The use of concrete is also a more sustainable product.

As part of the walkability and ADA access, staff plans on connecting the concrete driveway just past the bridge with an asphalt trail on the North side of the berm accessing the antique equipment display signs and connecting the plaza. Staff is recommending asphalt because of its properties of being more flexible and less expensive, and where it is less visual in this location. The trail needs to go around the berm where the section of driveway from the bridge to the plaza does not meet ADA requirements, but the longer trail around the berm as proposed will meet ADA. The trail will then connect to Farm trail above the shed and farmhouse providing the connection of the Farm trail to the McLeod Creek Trail across/under the highway as identified in the WALC priorities. The estimated cost of construction is $35,000 to $50,000

There is $50,000 in the WALC recommended projects to connect the SR 224 underpass with the Barn using an 8' multi-use asphalt trail. For the Driveway and ADA access the costs are between $85,000 and $130,000. The remaining funds after the WALC budgeted funds would come out of the Farm CIP.

<u>Display of Antique Farm Equipment</u>

October 11, 2007, Council considered a proposal for display of antique farm equipment at the Farm. In addition to being an educational resource to the Park City School system and the community, this display would be a cultural tourism attraction which is a high priority of the City's Economic Development Strategic Plan. Council agreed that placing old farm implements on the property has both aesthetic and educational value. In discussions with the Chief Building Official, the antique equipment display can be installed, however the interpretive signs must be ADA accessible.

<u>Budget</u>

The McPolin Farm currently has $224,658 in CIP budget with an additional $50,000 approved for 2009. The restrooms in the shed are available for public use seven days a week and are beginning to show wear and in need of maintenance. Staff is requesting that Council consider directing staff to return during the FY 2010 budget with a plan to continue necessary operations and maintenance as well as address long-term replacement of the facilities.

During approval of the 2009 budget Council allocated $50,000 of the walkability bond to pay for the connection of the SR248 underpass to the farm trail. A concrete trail will cost significantly more than asphalt, up to $3.00 more per square foot. Staff worked with Stantec Project Manager, Eric Winters, to assess the ADA accessibility and trail connection draft plan and cost estimate. At this time we are working toward a time and materials contract with a cost not to exceed $11,000.00 for the survey and engineering design.

The Friends of the Farm applied for and received a $20,000 Restaurant Tax Grant for the farm equipment and signs. This element is expected to cost $20,000-$30,000. The Friends have $16,800 in the revenue account held in the City budget to be used to foster community use of the farm, and applied to this project.

<u>Interpretive hiking trail</u>
Please see Exhibit A for the location of this trail. There was work done years ago to remove dead trees so the groomer could pass through the upper portion of the property in the trees. That was approved through the Planning Commission. Recently, previous members of the Friends Committee have been working with Mountain Trails and have submitted plans for a hiking trail and interpretive signs along the ski track alignment through the trees. This was reviewed favorably by RAB and Summit Land Conservancy and the project received an administrative CUP approval in December 2007. Mountain Trails will complete the necessary trail improvements, and coordinate installation of the signs in the near future at no cost to the City.

Department Review
Recreation, Sustainability, Legal, and the City Manager have reviewed this report.

Consequences of not taking the recommended action:
Display of the interpretive signs supporting the antique farm equipment will not occur. Grant money will need to be refunded. The only ADA accessibility to the Farm will continue by appointment only (to unlock the gate).

Recommendation:
Review the attached Strategic Plan for the McPolin Farm and provide specific direction. Staff recommends City Council consider: 1) Installation of a paved (ADA) connection from the SR 224 underpass to the barn and shed; 2) Installation of a paved trail that will allow display of antique farm equipment; and directing staff to display the farm equipment immediately; 3) directing staff to return during the 2010 budget with a plan for maintenance of improvements and long term replacement of facilities at the barn; and 4) an update on an interpretive hiking trail.

Exhibits
Exhibit A – Site Plan
Exhibit B – Farm Strategic Plan
Exhibit C – June 1, 2006 meeting minutes
Exhibit D – Farm Strategic Plan Capital Improvements

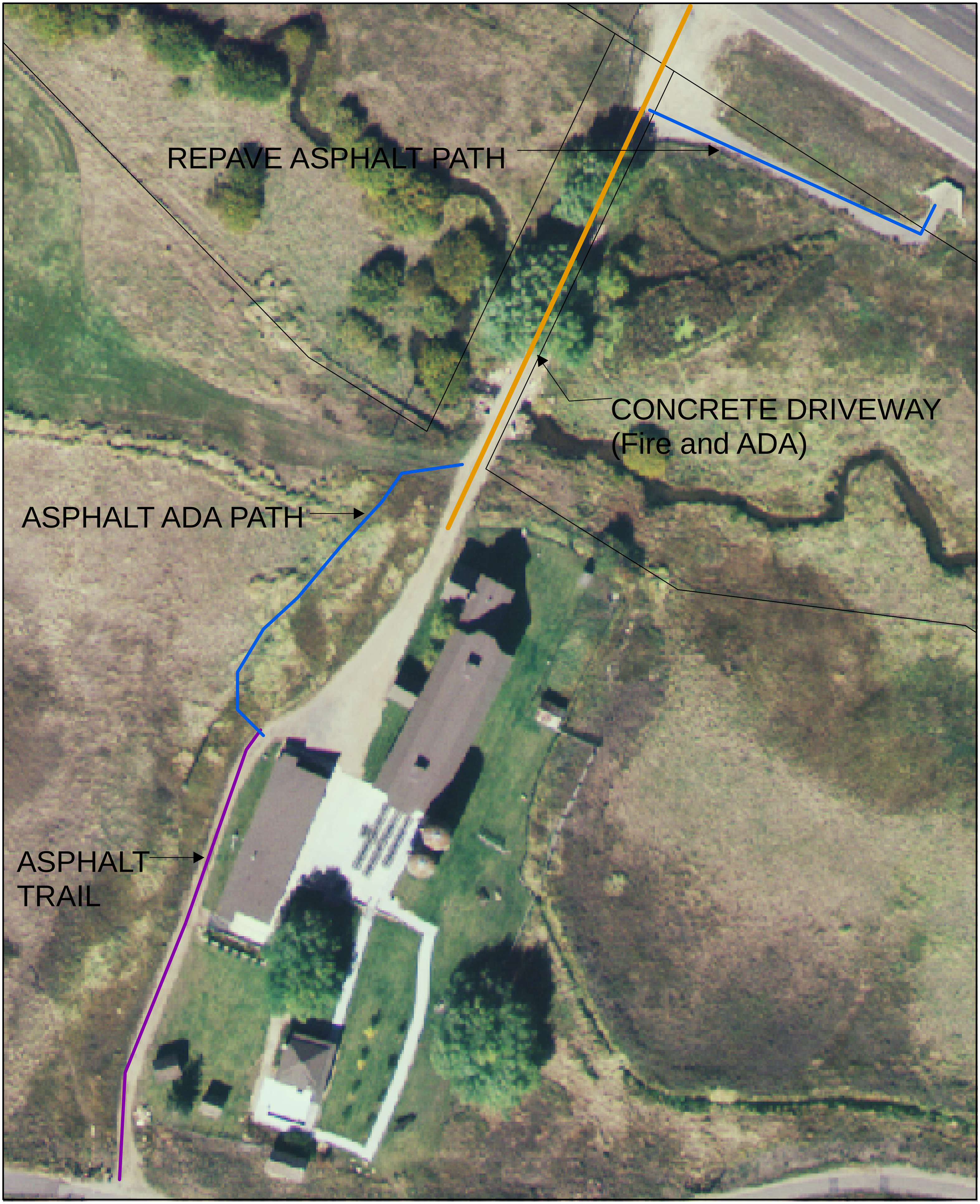

EXHIBIT A

THE FARM

0 20 40 60 80 100 Feet

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Exhibit B

MCPOLIN FARM
STRATEGIC PLAN

MCPOLIN FARM STRATEGIC PLAN
TABLE OF CONTENTS

PROPERTY BACKGROUND

Park City, in an effort to protect and enhance the entry corridor and preserve open space, purchased several parcels of land from Dr. D.A. Osguthorpe in October 1990. This purchase included the meadow and barn, and the sage hillside on the east side of S.R. 224.

The original 160-acre farm was homesteaded in 1886 by the Harrison McLane family and acquired by Isabelle and Dan McPolin around 1900. In 1908 the McPolins erected the barn of recycled timber salvaged from an old tailings mill. The barn was built by fitting timbers together without the use of nails. The barn is 7,468 square feet including the loft, and the milking parlor, added in the 1950's, is 1,500 square feet.

The McPolin house is a somewhat smaller replica of the original structure, which was moved to this location in two pieces in the early 1920's, the farm house is 400 square feet. Prior to its relocation it served as a mine office. The reconstructed house is similar in outward appearance to the original Pyramid Cottage type house, which reflects early 20th century Park City architecture. The reconstructed equipment shed houses restrooms and meeting space.

Patrick and Grace McPolin inherited the farm in 1923 and operated it as a dairy farm until they sold it to D. A. Osguthorpe, a Salt Lake veterinarian, in 1948. He increased the herd to 100 and built the milking parlor. The old house burned shortly after Osguthorpe purchased the farm. A concrete block house was built across the highway where members of the family lived until Park City purchased the farm in 1990.

In May 1991, the City hosted a site visit and Public Meeting to gather citizen input and begin the planning process for the property. The discussion focused primarily on the meadow and the barn. For instance, the Chamber and Visitors Bureau expressed an interest in using a portion of the barn for their offices and as a visitor center. In order to test the feasibility of renovating the barn and bringing it up to building code standards for human occupation, the City in conjunction with the Chamber and Visitors Bureau commissioned a study on the technical feasibility of a variety of renovation options, including: 1) minimal improvements to retain the barn s a 'cultural icon', but without human occupation; and, 2) improving the structure for the Chamber and Visitors Bureau or similar uses with additional high occupancy uses on the 2nd floor.

Even before the architectural renovation and structural study was completed it became obvious that certain clean up, security and structural work would have to be undertaken to safeguard the barn. The City commissioned a detailed survey of the property and further instructed Public Works Department to install security lighting, clean out the barn and install cables in an attempt to bring the barn back into structural alignment. The work performed by the City was necessary regardless of any final determination made on the barn's eventual use short of demolition, which was not a popular alternative.

Upon purchasing the Osguthorpe property the City received several requests to use the barn and meadow for a variety of commercial and recreational uses. The most feasible request at that time was to extend White Pine Touring's cross country ski lease to include the meadow in addition to the golf course.

Timeline since City Ownership

October 1990	Property acquired
1992	Landmark Symposiums conducted –no specific recommendations developed, consensus was to proceed cautiously with an environmentally sensitive plan for passive recreation use and open space preservation
1994-1995	Entry Corridor Master Plan – Parks, Recreation, Beautification Board
1997 Fall	Staff and PRBB submit 2 year capital improvement plan to City Council Secure the barn – install fire prevention system & alarm Remove hazards and dangerous conditions that exist in area Improve access Restore original landscaping and make modest improvements
1998 Summer	Work completed on fire suppression system
1998 October	Contract signed w/Gardner & Boswell for Shed & Farmhouse
2000	Work completed on Shed and Farmhouse
2001	CUP for limited uses at the Farm, City sponsored events only
2003	CUP modified for limited uses at the Farm, City sponsored events y
2004	Farm placed on the National Historic Register
2006	CUP extended for limited uses at the Farm, City sponsored events

Structural/Occupancy and Capital Improvement Projects to Date

The barn has a crawl space, first floor and second floor. The first floor is divided into three bays which run the entire length of the building in a north/south direction. Each bay is supported entirely by two lines of beams and the foundation supporting them has been proven inadequate to carry the loads placed on the building and a fair amount of settling has occurred. The City has installed an internal tension cable system in an attempt to bring the building back into alignment. The upper level of the barn is a large undivided space that was used for storing hay.

The City hired renovation architects to evaluate the barn and its potential for reuse. Their report stated that "As with many of the buildings that the City has undertaken the Osguthorpe Barn is to some extent a labor of love". It will be hard to justify renovating the barn for intensive community use based on economic considerations alone. While it is feasible to maintain the structure as a cultural icon by repairing the siding, replacing the roof, and performing other weatherproofing functions for approximately $150,000 - $200,000, it will require upwards of $1.5 million to renovate the barn for community use.

A majority of the Capital Improvements to the property have taken place on the shed, farmhouse and accessory structures. The Friends of the Farm have applied for Restaurant Tax Grants to assist in the rehabilitation of the outbuildings. The plan includes the stabilization of the bunkhouse, tool shed, and tack shed/stable.

In 2004, the Planning Commission approved the construction of a Trailhead parking lot on the east side of S.R. 224. The parking lot was completed in 2005 and includes 25 parking spaces.

Current Uses

The farm is located in the Recreation Open Space (ROS) District. A Conditional Use Permit application was submitted in 1999 requesting specific uses that would fall under "public recreation facilities" as defined in the Land Management Code. The timing of the application coincided with the completion of the reconstruction to the shed and residence building.

In September 1999 the Planning Commission and Parks, Recreation and Beautification Board conducted a site visit to the farm property to provide input and direction on an Administrative Policy for use of the property. The uses were broken into two categories: 1) Passive Use; and 2) Active Use. Passive Use would include among other things, walking, jogging, biking trails and cross country skiing. Active Use would include public assembly of 50 – 100 people so as not to interfere with the open space character of the farm.

In 2001, the Planning Commission approved a conditional Use Permit for eight (8) City Council sponsored one-day special events per year. No single event shall exceed a 100 person maximum per year. As a result of that approval the following events occurred:

<u>2001 Events</u>
June 15 2001 – Open House at Farm
September 2001 – Friends of Farm Board formed

<u>2002 Events</u>
June 22 – Paint the Barn Day – Local Artists attended and painted the barn
July 21 – International Music Festival Concert
August – Mary Beth Maziarz Concert
October – Scarecrow Festival

In 2003, the original Conditional Use Permit required an additional review before the Planning Commission. At that time Staff requested that the Commission review modifications that included an increase of events and an increase to 150 people at the farm for events. On June 5th the Planning Commission approved the Conditional Use Permit with the requested modifications. Since that decision the following events have take place:

<u>2003 Events</u>

June 7	Sheep shearing demonstration
July 20	Motherlode Canyon Band Concert
August	Rich Wyman Concert

	Annual meeting for FOF & Walking Tour and lunch with Hal Compton
September 6	Round Valley Riders Concert
October 4	Scarecrow Festival
February 04	Snowshoe/cross country evening event

2004 Events

May 22	FOF Annual Meeting
July 10	Historical Celebration – Day Event
July 10	Hoe Down and Pig Roast
October 2	Scarecrow Festival

2005 Events

February 26	Snowshoe/cross country evening event
May 6	Children's Educational Seminar
May 14	FOF Annual Meeting
July 16	Hoe Down and Pig Roast
September 10	Scarecrow Festival

Friends of the Farm

The Friends of the Farm is a volunteer group formed to foster community use of the Farm. They offer occasional small community events for Park City families under the Conditional Use Permit for the property. The admission collected from the events is used to fund improvements prioritized by the Friends of the Farm. The Friends of the Farm have received Restaurant Tax Grants to rehabilitate the outbuildings on the property. The end use for the structures includes furnishings from the 1900's. This plan boosts the City's efforts in promoting Cultural Tourism.

Capital Improvements

Outlined in Table 1 is a prioritized list of Capital Improvements for the Farm property. The prioritization of the items came from an internal group of City Staff which included the Capital Projects Department and Building Department. Improvements that increased the accessibility to the property were listed as high, along with items that would increase the safety to those who visited the property. The timeline is separated by months. High priority is listed to items which need completion within 18 months. The remaining items are given a priority from 36 months to 60 months.

Historic Nature of the Property

Due to its placement on the National Historic Register and its prominent place in the minds of the community, all improvements that were listed as aiding in the preservation of the structure were listed as high. Many of the items such as painting and chimney repair will be reoccurring items. Both the Facilities Department and Building Maintenance Department are working to outline those reoccurring items and add them to a schedule and budget to ensure they are monitored in future years.

Cultural Tourism

Council has placed a priority on supporting Cultural Tourism through their Economic Development Plan. Capital Improvements that increase access to the property and around the buildings were listed high. Council has stated a desire for passive community use of the property for those specifically visiting the farm and for those walking or biking on the trails surrounding the property.

Surrounding Property

In 2006, the Council will place a conservation easement on the property surrounding the farm to guarantee its existence "as-is" for future generations. All improvements to or within the conservation easement area requires review by the Summit Land Conservancy. Three items were listed on the Capital Improvement list that would improve the status of the property; Noxious Weed Control on Fields, Grading and seeding to extend x-country ski season and reseeding of the alfalfa field.

Costs

The current capital improvement budget for the McPolin Farm contains approximately $221,000. As prioritized and estimated, the cost to complete the high priority items range from $264,000 to $322,200. At this time, no additional money is allocated into the Capital Improvement fund for the barn.

Property Uses

Since 2003, the Conditional Use Permit for the farm allows the City to host 12 community events with a maximum number of 150 people at each event. City staff receives weekly calls from the community requesting use of the property for weddings, reunions and other private functions. The Conditional Use Permit does not permit such activity.

The City Council states their desire for passive community use of the property for those specifically visiting the farm and for those walking or biking on the trails surrounding the property. While the attached chart outlining potential uses suggests an option to try a select number of private events, the internal group of City Staff evaluating the uses has listed this as a low priority due to the comments received from City Council. Instead, passive uses that do not interrupt community use have been listed at a higher priority. Those items include: Interpretive Display in Barn; Walking tours of the property and Educational Seminar on the Farm.

The Friends of the Farm advocate the development of a process to allow other community groups to apply for use of the Farm for new community events. These selected events would fall under the existing Conditional Use Permit which allows a total of 12 events per year. A suggested process is to set a date for the submittal of applications which would be reviewed by a selected committee that includes members of the Friends of the Farm and City staff. The committee would make a recommendation to the City Council to consider "sponsoring" the events so that they may take place at the farm. Criteria such as open to the public, preserving the historic nature and parking could be used to select events. The additional events would provide a rental income for the property which in turn could be used to assist in funding the capital improvements needed.

Summary

Since acquiring the McPolin farm and associated property in 1990, the City has invested in capital improvements to make the property accessible for passive use by the community. For the past five years, small community events produced by the Friends of the Farm have increased the community's awareness of the property. The placement of the property on the National Historic Register has rejuvenated the City's commitment to the property. Needed capital improvements that would sustain the historic nature of the structures have been outlined. Staff recommendation to continue the passive use of the property, and look into potential use of all 12 events days permitted within the Conditional Use Permit that will further nurture the citizen's pride for this landmark.

THE PARK CITY FARM

PROPOSED ADMINISTRATIVE POLICY FOR USE OF THE FARM COMPOUND AND BUILDINGS

The Park City Farm is a public facility owned and operated by Park City Municipal Corporation and is administered by the Leisure Services Department of Park City Municipal Corporation. The Park City Farm serves individuals and community organizations by making meeting space, lecture and reception space available for rent and will also host education programs and a variety of events for the community. The Mission Statement of the Park City Farm is:

> The Park City Farm is a very important symbol in the public consciousness and a focal point for Park City, the citizens of Park City wish to retain and preserve the historic quality of the buildings, focus on the local use of the building; maintain public access, maintain the intimate, high quality atmosphere and limit commercial use of the building.

The goals for the Park City Farm are to:

* offer community access at no fee or a reasonable
* limit the amount of private (building completely closed) use
* balance the use of the facility among the ENTIRE community
* flexible use: building responds to changing needs of community
* preserve the historic and sentimental integrity of the Park City Farm as open space
* protect Farm from overuse

SECTION 1. PURPOSE

The purpose of this policy is to ensure that the community's expectations are upheld with respect to the use of the Farm compound and its buildings.

This policy attempts to codify all of the use guidelines that currently exist in a variety of City documents and establishes new policy regarding the permitted uses for, and access to the Farm compound and it's buildings. This policy includes; A) General policy guidelines; B) Priorities for use. and C) Reservation requirements.

SECTION 2. DEFINITIONS

A) Farm - Farm compound of buildings including the Barn, Shed, Farmhouse, related outbuildings and the grounds. (See attached map)

B) Barn - No definition necessary.

C) Shed - Building located on the north side of the compound housing restrooms, day locker area and meeting room.

D) Farmhouse - Small house located in the center of the Farm.

E) Outbuildings - Small buildings located around Farm property.

F) City - City of Park City or its representative.

G) Event - Any contracted activity, including but not limited to special events, exhibitions, social gatherings and educational activities.

H) Lessee - Any person or entity contracting with the City to produce, organize, direct or manage any event at the Farm.

SECTION 3. GENERAL POLICY GUIDELINES

A) The Farm shall be open and accessible to the general public from May 1, until November 1, annually, weather permitting. Farm hours will be from 8:00 am to 9:00 pm daily. The Farm will only be available for general public limited use during the winter months, however, the property will be accessible during the winter to fee use only cross-country skiers. General admission to the farm may be denied during certain Events.

B) Events will be limited in size and number so as not to interfere with the "open space" character of the Farm. Passive summer events sponsored or co-sponsored by the City or a Lessee shall be limited to not more than 100 (one hundred) people in the vicinity of the Farm. Events taking place at the Farm shall be limited to no more than 27 (twenty seven) days between May 1,
and November 1.

The City Council may grant exceptions to this policy, provided a recommendation to do so is forwarded by the Parks, Recreation and Beautification Board.

C) Access to the Farm will be limited. Vehicle parking will be located on the east side of Highway 224, however, only 25 parking spaces will be provided. Non- vehicular access to the Farm will be encouraged as good trail access exists from all directions. Car pooling and bussing will also be encouraged.

D) Anyone wishing to produce an event or organize any activity at the Farm that is not sponsored or co-sponsored by the city, shall obtain the necessary permits from the City and pay the appropriate fees. The lessee has the responsibility to obtain any additional permits and licenses required by any other City, County or State jurisdictions. Use fees and reservation requirements will be identified in a future section of this document.

E) Any Event taking place in the Shed shall be limited to no more than 75 (seventy five) people. Appropriate uses for the Shed include but are not limited to meetings, educational activities and exhibitions. The Shed may serve as a warming facility for cross-country skiers during the winter months and may serve as a staging area for ski races and like events. Amenities include restrooms, small locker area, reception area, small food prep area and storage.

F) The Farmhouse will be made available only on a very limited basis due primarily to its size. Its primary function will be to serve as a visitor center. A pictorial history of the Farm will be displayed and will be open to the public on a limited basis

G) The Barn is not available for public use and access will only be allowed on a very limited and highly supervised basis.

H) The Grounds are very attractive and may be desirable for outdoor functions during the summer. Outdoor use will be permitted provided the “General Policy Guidelines” are followed. Amenities include lawn area, picnic tables, barbecue, large patio, trees and nearby stream.

SECTION 4. PRIORITIES FOR USE

A) The regular and routine business of Park City Municipal Corporation shall receive primary and priority use of the Farm. Uses include but are not limited to meetings, City sponsored Events, organized programs, activities and social functions.

B) Other uses are prioritized;

1) Community programs, events, meetings, celebrations, etc. held specifically for or by residents and non-profit organizations of the Park City community.

2) Fund raising activities held to benefit local non-profit organizations or causes.

3) Other uses that would be of a public nature and have an economic benefit to the City.

4) Other private uses that would have an economic benefit to the City.

SECTION 5. RESERVATION REQUIREMENTS (to be developed)

Exhibit B
June 1, 2006 meeting minutes

3. McPolin Farm strategic plan. Alison Butz pointed out that the McPolin Farm is considered a community amenity under Council goals. The strategic plan draft was distributed to the Friends of the Farm and those comments are included in her report. Projects defined as high priorities are projects that should occur within the next 18 months, including general maintenance and preservation of the historic nature of the Farm. Repair schedules should be formulated and maintenance costs budgeted for future years. Another high priority is improving access to the property, including paving of the driveway. Once the driveway is paved, ADA access from the tunnel can be accommodated. Another high priority project is paving a connection from the upper trail down to the shed.

Mayor Williams expressed concerns about the significant costs associated with providing ADA access to the Farm from parking across the street as opposed to creating an ADA compliant area at the Farm. Ms. Butz explained that this proposal is for year-round ADA access. Marianne Cone felt that one of the problems at the barn is that the gravel is so coarse it's dangerous, and suggested installing a finer packed material; she was not in favor of paving the driveway. Candace Erickson believed that as a City, we need to be ADA compliant. Denise Carey pointed out that the driveway needs to be cleared for emergency access. Roger Harlan asked if providing a *drop-off zone* at the Farm area is sufficient and Ms. Butz relayed that it is required to provide accessibility from the ADA parking space to the facility. Additionally, the gate is locked, but more analysis can be performed on the ADA access issues. Dana Williams reiterated that there seems to be an exorbitant amount of costs associated with the proposal which doesn't seem very practical. In response to a question from Marianne Cone, Ms. Butz responded that the Friends of the Farm are supportive of paving the driveway with color aggregate.

Tom Bakaly pointed out that improving general access to the Farm is an issue that has been debated for many years versus keeping it in its current state. Joe Kernan expressed that this seems like a lot of money to accommodate 12 events a year. Ms. Butz interjected that the strategic plan is not suggesting restoring the barn. Joe Kernan also supported using some sort of packed material for the driveway which will be an improvement over the gravel. Tom Bakaly relayed that he is not sure what that material would cost and there may be a trade-off between access and aesthetics, however, staff can return with options.

Mayor Williams understood that the City is approaching costs totaling $300,000 relating to paving and ADA access and asked if there were any other suggestions. Ms. Butz explained that this has been discussed by a variety of committees and staff was relying on existing direction. Denise Carey clarified that she is concerned about snow removal and is not necessarily recommending that the driveway be paved. She continued that driving into the barn area is very dangerous because of the gravel surface and the need for grading.

The City Manager pointed out that this is one of the few unpaved trails in the City and a couple of weeks ago, there were a number of residents at the meeting requesting safer connections. He suggested that this project dovetail into the walk-able communities master plan review since it deals with ADA, emergency, and maintenance access. The Mayor pointed out that there are asphalt trails throughout the Farm property now and there may be more appropriate surface materials. Other considerations are growing maintenance responsibilities and interference with natural drainage areas. Marianne Cone didn't believe that pavement is the answer. There was clarification that the cost breakdown is only an estimate. Joe Kernan expressed that his priority is paving and not the trail connection but is unsure what material to use. Mayor Williams urged the use of environmentally sensitive methods to remove noxious weeds. There was discussion about keeping the poll barn across the street in its present condition. Dana Williams strongly recommended that the City not consider reintroducing animals or planting alfalfa on the property which was listed as an option. He suggested that Council members meet with the Friends of the Farm placing and Ms. Butz emphasized that staff developed, not Friends, the strategic plan draft. Mayor Williams again expressed that he doesn't believe residents want the City to get into the farming business, but rather to preserve the view of the Farm. Candace Erickson recalled that the reason for removing the cows related to stream quality issues. There was discussion about removal of debris on the property. Ms. Cone thanked Ms. Butz for her detailed report. Roger Harlan suggested that placing old farm implements on the property has both aesthetic and educational value. Ms. Cone agreed and felt that putting farming equipment by the poll farm would also tie the properties together.

Ms. Butz clarified that Friends do not use all 12 events per year, more typically five events, and one idea is to encourage other community groups to use the property, if sponsored by the City. This could be a revenue source for the Friends of the Farm who would make a recommendation to the City Council for final approval. Ms. Erickson discussed a quilting group who is interested in using the Farm. She suggested developing sound criteria and is opposed to allowing an exclusive event like a wedding. There was discussion about proceeding with some high priority improvements and returning with paving options. Roger Harlan added that if some moderate priority projects can move ahead in tandem with the others, he encouraged moving on them.

Capital Improvements

EXHIBIT D

			Issues		
Use/Task	**Description of Recommendation**	**Estimated Cost Range**	**Pro**	**Con**	**Priority**
Painting of Farmhouse	Building, windows and railings	$15,000	Maintenance Requirement		Ongoing
Remove metal ties on foundation of shed	Ties were left after construction and never removed	$500	Public Safety Requirement		H
Chimney repair and flashing on Farmhouse	Both flashing and brick repair needed. This is a maintenance item every 3 - 4 years	$5,000	Maintenance and Preservation of the Structure		H
Replace eave boards on sheds		$5,000	Historic Preservation; Maintenance Requirement		H
Noxious Weed Control on Fields	Environmental Stewardship	$4,200	Watershed and environmental quality	City/County agreement	Ongoing
Paving Driveway	Pave existing driveway with exposed aggregate colored concrete material	$150,000 - $208,000	Dust Control, less ongoing maintenance of driveway, increase safety from paved trail, can use colored concrete, use of farm house	Maintenance Responsibility, loss of rural appearance, Does not include ADA accessibility. Very expensive to repair utilities and reconstruct	H
ADA Access from Tunnel to Main Shed; assume driveway paving	Grade and pave the access road from tunnel to driveway to main shed; use of colored concrete	$70,000	ADA accessibility, potential increased use, less vehicle traffic in farm complex, house can be used, transit stops now in ada compliance	Maintenance Responsibility. Does not include southbound bus stop	H
Paved Connection from Upper trail to shed	Grade and pave an access trail from upper trail to shed/drive	$12,000	Enhance trail connections, complete paved farm loop per trails master plan; paved access would increase tunnel use	Maintenance Responsibility. Does not connect unless the driveway is paved	H
Antique Farm Equipment Display	Move and install antique equipment and hard surface pads, interpretive signs and conservations supplies	$25,000	Addition to Mcpolin Farm self guided historic site and foster community use of the farm and help build cultural/historic tourism.	Maintenance Responsibility, dependent on pads installed.	Council Approval
Remove paint on sandstone foundation on Barn	Paint degrades sandstone over the years. Removal will extend life.	$500	Necessary for preservation of the foundation		M
Alfalfa Field - Reseed	Quality Agriculture/wetland grasses	$1,300	Watershed and environmental quality	Funding, ongoing maintenance	M

H = <18 months
M = 18 - 36 months
L = 36 - 60 months

Capital Improvements

			Issues		
Use/Task	**Description of Recommendation**	**Estimated Cost Range**	**Pro**	**Con**	**Priority**
Repair Irrigation Ditch and		$2,000	Improves visual quality		
Remove and replace wire fence along stream	Wire fence was installed by the Division of Wildlife to protect the stream bank erosion when the land was grazed	$30,000	Visual improvement	If land is grazed, a fence or barrier must be installed to protect the stream	L
Restore Barn		$5,000,000	More use of the facility; increase in revenue	Capital improvement costs needed to restore barn; no use determined	L

H = <18 months
M = 18 - 36 months
L = 36 - 60 months

City Council
Staff Report

Subject:	**Sidewalk Snow Removal**
Author:	**Pace Erickson, Operations Manager**
Department:	**Public Works**
Date:	**September 11, 2008**
Type of Item:	**Discussion-Direction**

SUMMARY RECOMMENDATIONS: Review sidewalk snow removal operations and priority sequence. Discuss ordinances and enforcement options pertaining to snow removal and give staff direction on this year's snow removal program and possible ordinance changes.

DESCRIPTION:

Topic Winter Snow Removal Enforcement, Ordinances and Priorities Discussion

Background

Park City has augmented sidewalk snow removal since the early 80's. At that time only Park Avenue and Main Street were cleared of snow by City crews. Since then the City snow removal program has expanded to include many bike paths and additional sidewalks.

Program Goal:
Provide primary pedestrian connections to and from neighborhoods, commercial zones, recreational areas, schools and Municipal Services. Establish strategies that help maximize productivity, identify resources, priorities and responsibilities while meeting the needs of the community. This will establish, based on the priority sequence a set of guidelines to provide safe, efficient transportation in all weather conditions for the health and safety of residents and guests.

City Augmented Sidewalk Snow Removal Priority and Sequence:
On August 12, 2004 staff presented to City Council a recommendation to amend the ordinance governing snow removal. It was staff's intent to better define responsibilities and service levels realizing that periodic adjustments to the snow removal ordinance are needed to facilitate changes in community needs. Staff after receiving input from Council developed a sidewalk snow removal map describing: the sidewalk snow routes; priorities; as well as procedures for City augmented snow removal services.

Considerations for City Provided Sidewalk and Path Snow Removal:
In order to provide the greatest efficiency and cost effective method for removing snow from sidewalks and paths and to provide the greatest benefit for the largest number of residents and guests, the following criteria was utilized for establishing city enhanced level of snow removal services:

- Utilize existing equipment and resources
- Sidewalks and paths will ideally be at least 5 feet wide and free of obstructions or 4 feet wide when adjacent to a curb
- Connect to other trails which are receiving service
- Deadhead time must not be greater than 50% in distance to main connector
- Path cannot unload or end at an unsafe situation or intersection
- Along roadsides which have a speed limit greater than 35 MPH

City Provided Snow Removal Service Quality Goal:
The City will remove snow from sidewalks identified on the City's Sidewalk Snow Removal Priority and Sequence within ten hours after the end of a storm. Coverage will be between the hours of 6:00 AM and 4:00 PM, no night sidewalk plowing services will be provided by Park City. The City will strive, where possible, to provide service to within ¼ mile of all major employment, medical, shopping and institutional centers.

- **First Priority:** At least <u>one</u> main continual sidewalk and/or path to connect neighborhoods to schools, resorts, business areas and Municipal Services.

- **Second Priority:** Secondary connections, Old Town Stairs.

- **Third Priority:** Tennis bubble at Racquet Club, widening, clean up and ice removal on, or adjacent to City owned property.

- **Fourth Priority:** Formal City Bus stops, Cemetery, fire hydrants located on City owned property.

<u>Examples of Sidewalks Receiving Enhanced Services</u>

1. Park Avenue- Heber to Payday, both sides
2. Main Street- Swede Alley to 9th Street
3. Interior loop around Prospector Square
4. Monitor Drive

<u>Examples of Sidewalks Plowed Privately</u>

1. Interior of Prospector Square Property Owners Association
2. Park City School District
3. Royal Street near Silver Lake Village

<u>Examples of Sidewalks Not Plowed</u>

1. Park Avenue- King Rd to Heber Ave.
2. Prospector Square- Outer Loop Pizza Hut to Park City Plaza

3. West Ridge- Sunny Slopes to American Saddler
4. American Saddler from Meadows Dr to Pinehurst Ct.

Analysis

Future Walkability Projects:
A portion of the walkability discussion involved snow removal or lack thereof on certain sidewalks. The walkability committee stipulated that an expectation of snow removal for new projects was created by the public's approval of the Walkability Bond. While the walk-ability task force did not make specific recommendations as to how to address the lack of snow removal they did recommend that at minimum the City consider removing snow on spine and major neighborhood collector routes. As part of their recommendations a snow removal "bundle" was suggested by staff. Depending on the approved level of service for new projects, providing additional capacity at a basic level of service (2nd priority) costs is estimated at $**67,045** annually. This service provides snow removal service 5 days a week before 8 a.m. To provide additional capacity at a high priority level of service, costs are estimated at $**94,317**annually. This service will provide snow removal service 7 days a week before 8 a.m. with additional hauling and is not in the current budget for service.

The following map represents the proposed sidewalks in the "bundle" in green.

Existing Ordinances:

City Ordinance **14- 4-9. SIDEWALKS TO BE CLEARED**. *It shall be the duty of every property owner to clear the sidewalks and stairways at the perimeter of his property* *from accumulation of snow within a period of eight hours from the end of each storm. It shall be unlawful to permit an accumulation of more than eight inches (8") of snow to remain on the sidewalk for more than eight (8) hours at a time.*

City Ordinance **14- 4-10. FIRE HYDRANTS TO BE UNCOVERED**. *it shall be the duty of every property owner to mark, uncover and remove accumulated snow and windrows of snow from over and around fire hydrants located on his/her property. The hydrants shall be uncovered for a distance of not less than three feet (3') on all sides so the hydrants are accessible for emergency use. Hydrants shall be uncovered within seventy-two (72) hours of the time they are buried by a plowed windrow of snow or from the time they become buried from drifts.*

City Ordinance **14- 4- 4. SNOW STORAGE ON SITE**. *It is the property owner's responsibility to store snow which has accumulated on his property on either his own premises, or on the premises of another with permission of the other.*

City Ordinance **14- 4- 5. UNLAWFUL TO DEPOSIT SNOW IN PUBLIC WAY**. *It shall be unlawful for any person to deposit, haul, push, blow, or otherwise deposit snow accumulated on private property within the traveled portion of any public street.*

Code Enforcement:
Park City has enforced the current ordinances regarding snow removal on a complaint basis only. Issues include:

- Illegally parked cars
- Homeowners/contractors pushing snow onto sidewalks and private property
- Homeowners not removing snow from sidewalks
- Homeowners not keeping fire hydrants accessible
- Private snow operators plowing snow into the public right of way

In response to the walkability plan, Code Enforcement staff has tried to be proactive in some specific areas. Difficulties include the fact that often sidewalks are in the public right of way and therefore the large street plows plow snow and ice into them, making them difficult to shovel. Owners that are seasonal or out of town don't make an effort to plow and if they do not have a management company watching the property, they have to hire someone specifically to plow the snow, even if the owners are not in town.

City Bus Stops

Snow removal at neighborhood bus stops has been discussed by staff in conjunction with adherence to the ADA. The Legal department looked into how snow at bus stops may be affected by the ADA and the following is their findings:

Questions Posed:

(1) What is the City's responsibility to clear snow from bus stops in light of the ADA?
(2) Does it make a difference that the City offers a free Para transit service?

(3) If the City must clear snow from bus stops does that include ALL stops, or just the dedicated bust stops with shelters (rather than every location along the street where the bus happens to make stops)?

Conclusion:
The City does not have any specific requirement to remove snow from bus stops in light of ADA, but there is a general requirement that facilities be kept in "operative condition". It could be argued that snow removal falls under the exemption for temporary interruptions in access due to maintenance. The City is in compliance with its duties to provide Para transit service for any individual with a disability that cannot access the public transit service due to snow.

Possible Approaches

Private Contractor Snow Removal:
A landscaping business license in Park City allows a licensed landscaping contractor to provide private snow removal services. In recent years the number of private snow removal companies has risen dramatically. The license does not require any specific equipment. For the most part, snow removal is unregulated and is a side benefit of a landscaping business license.

The issue arises when private snow plow companies plow snow into the public right of way, on private property other than the owner employing the contactor or store snow on the street. Many residents assume the city is plowing or involved in the plowing of this snow. All of these practices are counter to the municipal code, should be observed during incident and are difficult to enforce.

Sidewalk Snow Removal:
Staff met in early August 2008 to discuss the snow removal ordinance and related problems. Staff believes a combination of public education, enforcement and changing the original ordinances are steps necessary to mitigate sidewalk snow removal issues.

In the past legal staff have been hesitant to remove language in the Municipal Code requiring adjacent property owner's remove snow from sidewalks adjacent to their property. As the City takes the responsibility for the removal of snow from sidewalks and paths the City then becomes liable to keep them safe.

Staff has discussed and agrees that using a three tiered system which identifies those trails and paths which are critical to connect neighborhoods to business districts and municipal services. Staff recommends City Council consider amending the current ordinance governing sidewalk snow removal to include and requires the development of a three tiered system and develop a Sidewalk Snow Removal Priority and Sequence Map. The map should accomplish the following:

1. Identify critical sidewalks, paths and stairways to receive snow removal services by Park City Municipal Corporation.

2. Identify critical sidewalks, paths and stairways to receive snow removal services by adjacent property owners.
3. Identify non-critical sidewalks, paths and stairways that are therefore exempt from the snow removal ordinance, receiving no snow removal effort, unless otherwise determined by Park City to be a health or safety risk.

Amendment of the ordinance will clearly define who's responsible for a particular sidewalk, path or stairway. This clarification is critical to the success of the enforcement component of this program.

Community Process for Elevated Level of Service or Relief from Ordinances:
As part of the snow removal program, if a neighborhood would like to be considered for a higher level of service than currently exists, the City has a process in place. Neighborhoods and businesses can request through the City's Request for Elevated Level of Service (RELS) process, increased services from Park City. An example is the Prospector Square Business district has a request under consideration for additional snow removal services.

If for some reason a sidewalk or path does not have a useful benefit in the winter months the homeowner and businesses can request through the City's RELS process, an exemption or relief from the ordinance mandating snow be removed as per City ordinance as identified in option 3 of the tier program.

Requests for elevated levels of service must be prioritized as part of the annual budget process. Requests must be completed and submitted prior to December 31st to be considered for the following budget year.

Department Review:
Public Works, Building Department, Police, Sustainability, Office of the City Manager have reviewed the options described in this staff report.

Alternatives:
City Council could consider several alternatives to address impacts caused by the lack of snow removal on sidewalks, impacts caused by private snow plow operators removing snow and placing it in the public right of way and the lack of snow removal around fire hydrants.

A. Snow removal on sidewalks:
- Direct staff to amend the sidewalk snow removal ordinance and develop a three tiered plowing priority list designation of which sidewalks and paths would receive city augmented services, which would be property owner responsibility and which would be exempt from the ordinance. **(Staff Recommended)**
- Direct staff to formulate alternatives for Park City to remove snow from all of the sidewalks in Park City.
- Do not change the ordinance and enforce the current ordinances.
- Do nothing and continue to enforce on a complaint basis only.

B. Private contractors:

- Direct staff to develop a strategy to implement a regulatory element into private snow plow operator licensing and heighten enforcement of current ordinances. **(Staff Recommended)**
- Leave the licensing requirement as is and direct staff to heighten enforcement of current ordinances.
- Do nothing and continue to enforce on a complaint basis only.

C. Fire Hydrants:

- Increase public awareness through education the importance of removing snow from fire hydrants during winter months. **(Staff Recommended)**
- Direct staff to develop a strategy to heighten enforcement of current ordinances.
- Do nothing and continue to enforce on a complaint basis only.

Recommendation:

- Direct staff to amend the sidewalk snow removal ordinance and develop a three tiered plowing priority list designation of which sidewalks and paths would receive City augmented services, which would be property owner responsibility and which would be exempt from the ordinance.

- Direct staff to develop a strategy to implement a regulatory element into private snow plow operator licensing and heighten enforcement of current ordinances.

- Increase public awareness through education of the importance of removing snow from fire hydrants during winter months.

Staff will take Council direction and return with appropriate code amendments and budget requests at a City Council meeting in mid October 2008.

City Council
Staff Report

Subject:	**Historical Society Museum Expansion –** **1. Consideration of installation of a solar array on the museum** **2. Consideration of fee waivers for the use of 4 parking spaces on Main Street from September 2 - 26, 2008.**
Author:	**Jonathan Weidenhamer** **528 Main Street**
Department:	**Sustainability**
Date:	**September 11, 2008**
Type of Item:	**Administrative – Construction MOU Amendment**

Summary Recommendations

1. Consider authorizing a lease amendment consenting to the installation of a solar array on the roof of the historic building subject to the following conditions of approval:
   a. The roof warranty is unaffected; and
   b. The Historic Society incorporates an educational component regarding the project.
2. Consider the request for additional construction parking fee waivers, and provide direction.

<u>Solar Array</u>

Background

On August 28, 2008 the Historical Society requested Park City consider a request to install a solar array on the south roof of the historic building (Exhibit A). The array will provide enough electricity to power 2 x 20 amp circuits, or roughly 3 major appliances. The Historical Society received a grant from Rocky Mountain Power that will pay for the cost of the project.

Analysis

<u>Specific Analysis</u>:

1. Visual Analysis – The architect is preparing a visual analysis for the meeting.
2. Reflective panel – It has been represented by the engineer and installer, Ken Gardner, that the array is coated to prevent glare.
3. Roof Warranty – The Historical Society's construction manger represents that the method of attachment will not damage or otherwise affect the existing roof.
4. Cost of O&M and replacement – Per the amended and restated lease, PCMC would be responsible for any costs associated with this proposal after its initial installation. The construction manager has stipulated that there are minimal day to day or annual costs due to maintenance, such as, the array will need to be kept free of snow and ice or it will not generate power. Staff

believes the replacement schedule is approximately 20 years, but is unclear on the cost at this time.

The Planning Department has conducted a review of the proposal. Provided the array is flush mounted (parallel to the roof), and is non-reflective, they have made the following preliminary determinations:

1. The solar array does not represent a substantive change from the existing design approval;
2. The proposal is consistent with the zoning requirements;
3. The proposal is consistent with the Historic District Design Guidelines.

Environmental Sustainability sees this as a great demonstration and educational opportunity, and recommends requiring the Historical Society to include a supporting educational component within the new museum. They have also received strong positive feedback about the designer and installer, Ken Gardner, who may be available at the Council meeting to answer specific questions.

Should Council give their consent, the Planning Department will review the application against the Land Management Code and Design Guidelines. Nothing herein presupposes Council support for or against the merits of the application. Council consent merely allows the application to be considered through the Planning and Building Department regulatory process.

Alternatives:

A. **Consider the requests favorably –** As project owner, authorize consent to the Historical Society to proceed with an application to install a solar array on the building; but require a supporting educational component inside the new museum. **This is staff's recommendation.**
B. **Modify the Request:**
C. **Deny the Request:**
D. **Continue the Item-** Staff shall return at a later date with a more detailed lease amendment.

Significant Impacts

There will be costs for ongoing operations, maintenance, and cleaning; as well as long-term replacement costs. The Historical Society will be present at the Council meeting to provide more insight into these costs.

Consequences of not taking the recommended action:

The Historical Society would be prohibited from installing the array. They would have to refund the grant from Rocky Mountain Power. They would have to pay the designer for his time.

<u>Parking Fee Waiver</u>

Background

The Construction and Finance MOU approved with the amended and restated 99 year lease (October 2007) stipulates the City will not charge additional fees for use of any public parking area that Council allows (Exhibit A). On December 20, 2007 Council agreed to waive $42,558 in permit and impact fees, plus limited additional sign permit fees:

Building Permit Fees		
Building Permit Fee	$22,500	(1% cost of construction)
Plan Check Fee	$14,625	(.65 building permit fee)
1% state fee	$225	
Subtotal	**$37,350**	
Impact Fees		
Police Impact Fee	$2,983.75	
Roads Impact Fee	$2,224.25	
Subtotal	**$5,208**	
Total fees	**$42,558**	

On January 10, 2008 Council agreed to waive an additional $41,391 in parking fees for additional construction staging (21 spaces for 219 days at $9 space).

Analysis
This request arises from the need to waterproof the historic foundation, which also includes the reconstruction of the sidewalk in front of the building and building of new code compliant stairs at the front of the building. The use of the area is not optional, but required from a construction safety and staging standpoint. The current request is to waive fees for the use of 4 Main Street spaces for 21 days from September 2 – 26; the request has a value of $1,172 or $14 a day per space.

Staff does not have a consensus recommendation. Section 11-12-13 of the Municipal Code allows fees to be waived by the City Council upon the recommendation of the City Manager, for those projects which are deemed to serve a beneficial public purpose that would be harmed by the City requiring payment of such fees. Consistent with the previous fee waivers and Construction MOU, the City Manager and Economic Development Department find the museum expansion serves a beneficial public purpose and therefore recommends the Council consider waiving all fees.

Parking services has reservations about supporting this request. The paid parking program is not fee neutral. Secondly there is concern about the precedent of waiving fees for any construction project requesting public parking, especially on Main Street. Lastly, Parking finds that the fees act as an incentive to complete projects in a timely manner.

Significant Impacts

Should the Council consider the request favorably, they will further reduce the amount of paid parking inventory on Main Street, and reduce the amount of revenue generated into the parking budget.

Consequences of not taking the recommended action:
Should the Council deny the request; the Historical Society will incur additional project cost.

Department Review:
Sustainability, Capital Projects, Planning, Parking Services, and the City Manager have reviewed this report.

Alternatives:

- **A.** Approve the request to waive parking fees.
- **B. Modify the Request:**
- **C. Deny the Request:**
- **D. Continue the Item:**

Recommendation:

1. Consider authorizing a lease amendment consenting to the installation of a solar array on the roof of the historic building subject to the following conditions of approval:
   a. The roof warranty is unaffected; and
   b. The Historic Society incorporates an educational component regarding the project.
2. Consider the request for additional construction parking fee waivers, and provide direction.

Exhibits
Exhibit A – Proposed Solar Array
Exhibit B – Photograph of a similar application
Exhibit C - Construction MOU (Excerpt)

Exhibit A
Proposed Solar Array

Exhibit B
Visual Example

Exhibit C – Construction MOU (excerpt)

H. The City has approved up to 10 parking spaces on the west side of Swede Alley immediately adjacent to the museum expansion area for construction storage and mitigation. The Park City Council shall review and approve any requests to use additional City land for this purpose. Additional requests shall be in writing and contain at minimum a description of the amount and duration, as well as an explanation of the overall need from a construction schedule, and impact standpoint. **PCMC agrees not to charge a fee for the use of any additional land if agreed to.**

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
AUGUST 21, 2008

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

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Ken Fisher, Recreation Manager; Diane Foster, Environmental Affairs Manager; and Crystal Ward, Sustainability Project Coordinator

Dave Nicholas, IBI Group

1. Council questions/comments. Liza Simpson reported on business conducted at the Historic Preservation Board meeting and Candace Erickson discussed results of a report on impaired driving arrests conducted by the Park City Prevention Awareness Coalition. She also addressed projects contemplated at the Farm and shared discussions from the Envision Utah meeting on planning for growth and population. Roger Harlan noted that he and Council member Hier attended the Transportation Summit and he commended Kent Cashel for organizing the productive session. He spoke about the good working relationship between the City and UDOT and a program to encourage school children to walk and/or bike to school. Mr. Harlan referred to the outstanding membership on the Art Advisory Board. Jim Hier interjected that the Summit Land Conservancy Trust met; the organization received a $150,000 agricultural protection grant to acquire easements in the east side of the county. PCMR agreed to donate one of its ski days to SLCT two or three years out.

Mayor Williams reported that he was contacted by the Conference of Mayors this week asking for support of an amendment to the International Building Code committee to achieve a 30% increase in the efficiency of buildings. Park City joined the effort based on the recommendation of our Chief Building Official. He discussed meeting with an individual on new technology converting diesel engines to propane and pointed out that the City's buses are only getting four miles to the gallon. The $2,500 conversion per engine more than doubles mileage to 11 or 12 miles to the gallon and eliminates black smoke emissions from diesel vehicles. He spoke about the honor of introducing the Chinese acrobats at Deer Valley. The Mayor stated that he and Council member Simpson met with the Leadership Class about banning plastic bags and he indicated that a lot more research needs to be done before pursuing this project, especially an associated ordinance banning plastic bags. There are voluntary programs that may be more effective.

2. Creekside Park conceptual plan. Ken Fisher referred to the staff report. He relayed that last year RAB was directed to develop a master plan for a neighborhood park off of Holiday Ranch Road at the old sewer treatment plant site. Staff presented the conceptual designs to the neighborhood at an open house in April and that input has been incorporated into the revised schematics. Public comments are included in the packet.

Dave Nicholas expressed IBI's excitement about working on a project promoting a legacy of connected and complimentary neighborhood parks throughout the community. RAB communicated the vision and goals for the project early in the process which are consistent with other neighborhood parks but this particular park is unique because of its potential to demonstrate and exemplify the adventurous spirit and character of the town. He added that some constraints of the site are unique including the fire station construction, wetlands, hillsides, well protection zone, and existing dirt park. However, there are also opportunities with these challenges such as including an educational component on water and leveraging the dirt park. Capitalizing on natural assets, providing passive inactive recreation and including innovative recreational ideas are among the goals so that future programs can be accommodated. The hillside will continue to be utilized during the winter for sledding and restrooms and parking are contemplated. He stated that they are working with the Fire District to obtain trail easements to ensure connections and in this case, lower and upper loop systems have been designed. One is hard-surfaced; the other is half soft and half hard-surfaced; there is a 360° view from the location which is amazing. Mr. Nicholas stated that the vision, goals and concept plan were presented to the neighborhood and there was good input which is reflected in the master plan.

He pointed out the radial pattern delineating the 100 foot protection zone around the wellhead and the opportunity to provide an educational element about water in this area. Providing play for all ages on a year-round basis is a strategy for Creekside Park and a gas fire pit, rest rooms, and shelter area for sledding are proposed. Mayor Williams asked if managing reservations would be necessary for use of the fire pit and shelter. Ken Fisher explained that there would probably be a set scheduled controlled by the City. He acknowledged receiving many questions on this element and referred to the operation of fire pit at The Canyons. Mayor Williams also expressed concerns about promoting sustainable practices and including a fire pit may not be perceived as green. Mr. Nicholas understood the focus on sustainability and addressed the possibility of using solar and constructing a green roof as demonstrations for the public. The Mayor suggested that rather than using a fire pit for heat to consider installing benches heated by solar. Discussion ensued about potential parking conflicts with the Fire District operations. Jim Hier asked for cost information for the fire pit adding that he is probably not in favor of it because of operation and maintenance concerns.

Liza Simpson questioned the high cost estimates for benches and bike racks and Mr. Nicholas pointed out that the racks can accommodate up to ten bikes. The Mayor relayed a story from Charleston, North Carolina where the public was able to *test* a variety of surfaces as part of the selection process of the material. He voiced his support of the elements of the project and its sensitivity to the neighborhood. Liza Simpson also complimented the design but could not support the fire pit. Roger Harlan was pleased to see the inclusion of the sledding hill and suggested that rather than using natural gas for the fire pit to provide recycled wood which could be stored at the site. There was no support from other members. Joe Kernan expressed that he is not totally against the fire pit because it forces people to interact but likes the idea of the heated benches which may have the same effect. He stated that he also likes the non-linear design of the park. Ken Fisher added that warming barrels could be used for special events with the permission of the Building Department.

3. Municipal carbon footprint report. Crystal Ward discussed contracting with the Environmental Performance Group of Salt Lake City in May to assess our carbon inventory baseline assessment for the years 1990 to 2007 which was completed on August 1. The project ranked high in the environmental strategic plan for 2007 and the data collection will be helpful in preparing the community carbon footprint. In 2005, the Mayor signed the U S Mayors' Climate Protection Agreement which set a goal of meeting the Kyoto Protocol of 7% reductions below 1990 levels. ICLEI is an organization bringing together local governments to work on ways to meet these goals by formulating an action plan and Park City is a member.

Ms. Ward continued to explain that a carbon inventory is the same as a carbon footprint, which measures the tons of greenhouse gases emitted. It is not the same as an ecological footprint which measures water, food and land use consumption by population. Carbon footprint strictly deals with measuring gases emitted in the atmosphere. She explained that data collection was rigorous but met international standard requirements. Three sources were researched as opposed to two mandatory sources and six gases were measured in the inventory. Direct sources of greenhouse gases come from heating and cooling buildings, fuel emissions from the City fleet and the public transit system. Indirect greenhouse gases include electricity which is in its own category because Park city does not produce electricity but consumes it. Group 3, other indirect sources, relates to an extra effort to measure business travel, employee commutes, and solid and recycling programs.

In 2007, PCMC emitted 17,003 tons of CO^2 equivalents while in 1990, emissions totaled 8,001 tons. The top three contributors are transportation, solid waste and energy consumption; discussion ensued relating to developing bio-diesel numbers for comparison purposes. Diane Foster explained that the ISO calculates diesel usage from tail pipe emissions and bio-diesel would be included in an ecological footprint. She referred to an illustration showing information by department and noted that the Water Department emits the most carbon because of its distribution and pumping demands and City transit is the next highest contributor because of fuel emissions. In order to gather 1990 information to compare with 2007, well known facts like square footage owned by the City was a helpful variable to use in calculations. Fleet inventory numbers were available and used for 1990 and 2007 comparisons and employee commuter assumptions were based on the number of employees in respective years.

Ms. Ward noted that the carbon footprint difference between 1990 and 2007 represents a 112% increase which is mainly due to growth. The number of employees has increased by 85% from 1990, the population increased by 79% and the county has experienced even a greater rate of growth. The Kyoto Protocol calls for a 7% reduction of emissions from 1990 levels by 2012 and it is likely that most communities who have signed on will not be able to meet that goal, especially communities impacted by growth. In 2009, the Kyoto Protocol which has been in place since 2003 will be re-evaluated in Copenhagen. Ms. Ward described the difficulty in benchmarking carbon footprints because there is no standard methodology for comparison purposes; staff chose the most rigorous and transparent approach available which is the ISO14000. She reiterated that this application requires researching two groups and Park City opted to explore a third; other cities may not. Often conversion factors are generalized and assumptions are not always relevant to local conditions. However, it is not impossible to compare data like percentages of similar emission sources and Ms. Ward illustrated a table comparing carbon inventories for Park City and Salt Lake City. Fugitive gases or escaped emissions from broken appliances were described. She discussed numbers in the Sale Lake comparison and data collected in other resort communities.

She explained that the look of one ton of CO^2 would be 4.5 inches thick spread out across a football field 45 yards wide by 120 yards long and adding 17,003 layers, Park City's carbon footprint would be 6,336 feet high. The Johnson Controls project is estimated to reduce greenhouse gas emissions in the City by 13.5% by March 2009 which is significant. It is felt that the Marsac Building and Racquet Club renovations and a new fuel monitoring program will result in energy efficiencies. Ms. Ward explained the idea of creating a green team in each department and consistently monitoring emissions. The Mayor acknowledged that meeting the Kyoto Protocol may be unlikely because of growth, but efficiencies can still be achieved.

4. Environmental Sustainability Plan update. Diane Foster referred to her staff report requesting direction from Council on establishing measurable objectives, enacting regulations, and/or providing financial incentive programs. Top priorities identified by Council members included increased recycling at City facilities and on Main Street and energy conservation within municipal facilities where energy audits were conducted. She explained that the Wasatch Back Environmental Alliance was dormant for about ten months but has since been reinitiated. She reported that Crystal Ward serves as a non-voting member and the group is community-operated and has its own advisory board. The City's role is participatory and other members include 25 non-profit, for-profit and/or governmental organizations. Ms. Foster advised that the Board of Adjustment reviewed and approved a special exception permit for two wind towers at Quinns Junction and IHC has expressed interest in constructing a tower as well. Promoting community education and creating partnerships is a focus of staff and an informational flyer will be mailed to citizens early next month. Staff will be recommending an award of contract to Council on the production of a community carbon footprint next week and she explained the RFP process.

Ms. Foster clarified that the prior environmental plan was a combination of goals and projects and staff is recommending that Council establish policies. Accordingly, projects can be categorized under each policy objective. She pointed out the variety of national, state and local approaches and spoke about the U S Mayors' Conference on Climate Change, T Bone Pickens plan for wind power, and Al Gore's initiative to eliminate dependence on fossil fuel produced electricity. Growth has significantly affected targets set by some cities. Salt Lake City announced revised goals of reaching 20% below 2005 levels by 2020 and by 2007 had already cut greenhouse emissions by 1/3rd on a municipal level. In response to a question from Liza Simpson, Ms. Foster distinguished between community and municipal projects and explained reaching goals. With regard to establishing a plan and setting numbers, it is often possible to reach 10% to 15% the first year but after that it becomes a lot more challenging. She asked if members preferred setting large numbers, increments or some combination thereof, and explained the concept of establishing a goal *from the bottom up* so that the plan is created by departments. It is already known that there will be an energy increase with water because of demands coming on line.

Mayor Williams acknowledged that many cities affected by growth will not be able to meet the high standards of the Kyoto Accord. He felt confident that with Johnson Controls and bio-fuel, the City could reach as much as an 18% reduction from 2006 by March 2009. He encouraged setting realistic and achievable goals and prefers the *bottom up* approach charging departments to set their own goals. Joe Kernan supported measuring from 2006 numbers and the *bottom up* approach in the short term. He expressed uncertainty about the City's ability to meet the standards of the Kyoto Accord by 2012 and would like more data before setting large goals. Roger Harlan hoped there may be another tier of *low hanging fruit* efficiencies and believed that wind power has significant potential in reducing carbon emissions. Ms. Foster explained that less challenging projects exist like the recently introduced fuel usage report and emphasized that now that fuel is being measured it can be managed. She felt that the best ideas will come from associated departments. Rocky Mountain Power is very concerned at the rate of growth in the region but if the population conserves, it may eliminate the need to build additional power plants.

Mayor Williams pointed out the higher pricing of kilowatts in the nation which provides incentives to explore alternate energy sources for those facing higher electricity costs. Liza Simpson stated her support of the *bottom up* idea which also creates a sense of ownership among employees who may arrive at the best solutions. Jim Hier agreed that departmental objectives and plans make the most sense. Water is identified as the highest contributor to carbon emissions because of infrastructure demands and water is a very limited resource; Mr. Hier suggested it may be prudent to focus on both objectives at the same time. Financial incentives can be considered in the context of landscaping and associated irrigation improvements which will reduce water consumption and the carbon footprint. Discussion ensued on staff collecting and entering data on the ICLEI software.

Candace Erickson advised selecting employees who are committed to the sustainability effort to serve on environmental teams as opposed to automatically appointing department heads. Diane Foster agreed that the most successful programs are headed by invested individuals. Ms. Erickson pointed out that not all of the City's achievements are acknowledged as complete in the staff report. Diane Foster believed Council direction to be pursuing a *bottom up* approach, implementing operational efficiencies, and focusing on a municipal level both on carbon and water. She stated that she will return to Council in 12 weeks with an updated environmental strategic plan. Joe Kernan suggested outlining long and short term objectives.

Ms. Foster responded that this brings up the question of the timing of setting long term community goals which could be a process involving the public. Mayor Williams agreed that community buy-in is important. Joe Kernan interjected that he believes people are changing and are looking at sustainable practices as more of a responsibility even though it costs more. With regard to regulating practices by enacting ordinances, the Mayor felt it is worth exploring for certain issues but felt that there is potential buy-in from the public without *using the stick*. Regulating efficiencies may be more appropriate for MPDs and redevelopment projects. He stated that he wants to be very careful about legislation that may divide the community or pose liability to the City. Liza Simpson explained that initially the Leadership Class supported passing an ordinance banning all disposable bags, plastic and paper, but through research, learned that an outright ban wasn't the way to effect the change that they wanted to see happen. She felt that there may be instances were the Council should be in a regulatory role but others where the law is not going to achieve the intended outcome. Joe Kernan stated that he agrees with the Mayor's and Council member Simpson's comments. He encouraged focusing on actions that will have a big impact and didn't feel that banning plastic bags is as effective as other projects. Candace Erickson did not support government regulation and believed that peer pressure is much more effective in changing people's habits, especially in Park City, although she feels plastic bags contribute to landfill problems. She felt that there needs to be a public education component and would rather approach change that way. She encouraged pursuing financial assistance on federal and state levels for environmental programs and promoting house energy audits which has a financial incentive component. The Mayor pointed out that there may be projects in the future that the City may find worthwhile in regulating. The two grocery stores in town probably produce as much as 50% of the plastic bags here and there are voluntary programs that offset the cost of cloth bags.

Jim Hier suggested that all ordinance reviews contain an environmental impact analysis and financial incentives like fee waivers could be applied for as a part of the MPD review for projects incorporating environmental efficiencies. He described the difficulties Murray City experienced in enforcing an ordinance. Joe Kernan felt that incentives should be tied to water conservation, specifically irrigation. He is supportive of exploring higher water rates and limiting the area of allowable turf rather than requiring low flow toilets, for instance.

Diane Foster understood Council consensus on regulation to be that members support educational and advocacy components rather than passing laws. There is the possibility of exploring water conservation pieces which may be incorporated in the code. The Mayor summarized that Council is supportive of reviewing measurable objectives, but wary of regulatory requirements and financial incentives. Ms. Foster understood that Council is not interested in pursuing specific projects like banning plastic bags at this point, and the Mayor suggested that this detail be addressed at the

Visioning Session in January. In the meantime, he suggested it would be productive to meet with Rocky Mountain Power about cost-sharing or grant opportunities.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
AUGUST 21, 2008

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Library and Education Center on Thursday, August 21 2008. Members in attendance were Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Jeff Schoenbacher, Environmental Specialist; Kent Cashel, Deputy Public Works Director; Katie Cattan, Planner; Phyllis Robinson, Public Affairs Manager; Gary Hill, Planning Manager; Kirsten Whetstone, Planner; and Brooks Robinson, Planner.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Joe Kernan disclosed that Talisker is among his recycling customers.

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

None.

IV WORK SESSION NOTES AND MINUTES OF MEETINGS OF JULY 31, 2008 AND AUGUST 8, 2008

Joe Kernan disclosed that he will be abstaining from voting on the minutes of July 31 as he was not in attendance Roger Harlan, "<u>I move approval of the work session notes and minutes of the meetings of July 31 and August 8, 2008</u>". Candace Erickson seconded. <u>Motion carried</u>.

	07/31	08/08
Candace Erickson	Aye	Aye
Roger Harlan	Aye	Aye
Jim Hier	Aye	Aye
Joe Kernan	Abstention	Aye
Liza Simpson	Aye	Aye

V RESIGNATIONS AND APPOINTMENTS

<u>Appointment of Police Chief Wade Carpenter as Deputy Fire Marshal of Park City, Utah</u> – Jim Hier, "<u>I move we formally appoint Police Chief Wade Carpenter as Deputy Fire Marshal</u>". Liza Simpson seconded. <u>Motion unanimously carried</u>.

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

1. Consideration of an Ordinance to approve an amendment to the 7447 Royal Street Amendment to the Record of Survey Plat – The Mayor opened the public hearing and hearing no input requested a motion to continue. Joe Kernan, "I move we move the 7447 Royal Street amendment record of survey plat item to a date uncertain". Roger Harlan seconded. Motion unanimously carried.

2. Consideration of a Professional Services Contract for the Bio-cell project in the amount of $350,000 in a form approved by the City Attorney – Jeff Schoenbacher explained that as part of the remediation plan for the Silver Creek Tailings site, the Prospector Drain is the final remedial measure. Staff has been working with the EPA to develop a plan for treating the water for heavy metals. With their assistance, staff created a test anaerobic treatment unit which has been operated and monitored since June 2004. Due to the success of the pilot, design work on the full scale treatment facility was coordinated, completed and approved by the EPA through the Upper Silver Creek Watershed Group. The Mayor commended Mr. Schoenbacher on his work on this project which was an alternative solution to disturbing wetlands. Liza Simpson expressed her surprise by the wide range in bid amounts submitted by two contractors. Jeff Shoenbacher explained that this is somewhat new technology, not something local businesses may be familiar with, and the bid that staff is supporting is in line with other specialists. The Mayor invited public input; there was none.

Joe Kernan, "I move approval of construction contract for the Bio-cell project". Liza Simpson seconded. Motion unanimously carried.

3. Consideration of a Construction Agreement for the Richardson Flats Road construction with DC Transport and Excavating Inc. in an amount not to exceed $452,377 in a form approved by the City Attorney – Kent Cashel explained that this represents the City's portion of the project relating to the Park and Ride. This section runs east from the entrance to the Wasatch County line. The procurement was conducted in compliance with all federal guidelines. The land represents the City's match, there is no cash, and staff believes the bid is a good contract for the City which is below the engineer's estimate. There was discussion about maintaining the use of the property as a park and ride and the cost of asphalt. Roger Harlan, "I move approval of a construction agreement for the Richardson Flats Road with DC Transport and Excavating Inc in an amount not to exceed $452,377". Joe Kernan seconded. Motion unanimously carried.

VII OLD BUSINESS *(Continued public hearings)*

Consideration of an Ordinance annexing approximately 286.64 acres of property located at the southwest corner of the SR248 and US40 interchange in the Quinn's Junction area, known as the Park City Heights Annexation, into the corporate limits of Park City, Utah, and amending the Official Zoning Map of Park city to zone the property in the Community Transition Zoning District (CT) – Gary Hill explained that a final water agreement is not available for review at this point. He stated that the base density for market units is 148 and the maximum density is 1:1 to be determined through the MPD process. Park City Heights will have an on-site affordable housing obligation of 20% of the total number of market units. Twenty eight IHC units or 44.78 AUEs will be transferred to the site and neither the PC Heights units nor the IHC units would be counted in the density. He stated that Talisker's 16 units or 20 AUEs relating to The Montage would not be counted as part of the density. The balance of Talisker's affordable housing requirement after the on-mountain requirement is removed, would be counted as density above and beyond the 148 units. Gary Hill again confirmed the latter statement with members.

Jim Hier didn't feel that Talisker's requirement affects the 148 market unit number because it stands on its own but could be adjusted during the MPD process. In response to Jim Hier's additional comments, Gary Hill explained that subtracting Talisker's on-mountain requirement, leaves a balance of 74.75 AUEs. Subtracting the eight Prospector AUEs and the 13.75 Marsac Avenue AUEs, leaves a balance of 52.45 AUEs. He stated that staff understood that if Talisker were to build units in town as opposed to Quinns Junction, those units could be replaced at Quinns with *attainable units*. The intent was that the attainable units would incentivize building affordable units in town. Jim Hier pointed out that *attainable* needs to be defined. The development of units at Quinns Junction up to 74.45 units would not count as affordable housing but would be priced below market.

Candace Erickson disagreed. She stated that she is not excited about allowing more units at Quinns and increasing existing traffic problems. She is concerned about the density and felt that once the 74.45 units are built, the affordable housing requirement is met. The attainable units should not be added to the mix. Jim Hier suggested subtracting the 13.75 Marsac units from the 74.45 AUEs and not count the eight Prospector units because they could be put back on the market to be sold as relatively affordable housing stock. These eight units could be replaced with units at Quinns Junction, resulting in a total of 60 AUEs. Ms. Erickson stated that she has no problem with this suggestion.

David Smith, Esq. explained that Talisker has not received final approval on the Marsac MPD or the steep slope CUP. Jim Hier suggested leaving this option open. Mr. Smith added that the objective of the attainable housing is to provide more options in the market. Phyllis Robinson pointed out that affordable is tied to 80% of area median income in terms of price; attainable would probably fall at around 120% of the median income and/or tied more closely to a revised housing resolution. David Smith stated that Talisker will defer to the City.

Tom Bakaly stated that Council can cap the affordable housing at Quinns rather than setting an incentive creating attainable housing. He is concerned that Talisker's entire requirement will be met at Quinns rather than building affordable housing in town. Joe Kernan felt that attainable housing is a good trade-off. Candace Erickson stated that she does not want the project to grow significantly beyond the base density and what is required. Jim Hier believed the 74.45 number accomplishes this but is willing to reduce it further to 64 AUEs. He felt it important to be clear. David Smith stated that delays would be impactful; they are aggressively moving on the Marsac Project and the Daly Project will be submitted tomorrow. In response to a question from Liza Simpson, Mr. Smith advised that Marsac constitutes 10 single family units for about 15 AUEs and Daly proposes three duplexes for about eight AUEs, if approved. Jim Hier believed that if the approvals are not granted, at least 10 AUEs could be accommodated at Quinns Junction. Mr. Smith agreed it is conceivable but not practical because the site has to be designed as a whole.

Joe Kernan pointed out that the housing will not create traffic because it is already generated by people driving from Kamas or Heber. He understood the desire to keep density down but felt the more important goal here is to provide needed affordable housing or attainable units and he didn't think it should be counted against maximum density.

Candace Erickson reiterated her position that the units built in town should be deducted from the 74.45 AUEs affordable housing requirement to minimize the density at Quinns. She believes that 13 units will create 26 more cars on the road. Roger Harlan felt that *attainable* should be defined by dollar amount rather than formula. Phyllis Robinson stated that if Council is supportive of attainable units at PC Heights, she will work with the applicant to create a program which will return to Council for review and approval. Mayor Williams pointed out that capping appreciation on affordable housing may limit the owner's ability to move on to new housing. Attainable housing will still be a subsidized housing product. Ms. Erickson clarified that she would still like attainable housing defined and provided for as an option in the affordable housing resolution and Ms. Robinson noted that staff will be returning to Council with recommendations to revise the housing resolution with a defined ratio to calculate attainable housing units.

Jim Hier recommended defining AUEs in the annexation agreement itself as opposed to referencing the Flagstaff Development Agreement; all other units are set forth. He again suggested that 10 to 15 units be subtracted from the 74.45 AUEs and as an option, should the Marsac Avenue and Daly Avenue applications be denied, to reopen the MPD to allow for greater density. In response to a question from the Mayor, Council member Hier clarified that AUEs would be capped at 60 to 65. Mark Harrington affirmed that those could not be counted toward the 158 AUEs. Mr. Hier explained for the benefit of Joe Kernan, that those units built in town would be at least equal to 10 to 15 AUEs. He felt this addresses Ms. Erickson's concern about density at Quinns but he is comfortable with the 74.45 AUE number which he feels is workable, and agrees with Mr. Kernan analysis about commuter traffic. He indicated that he could make a motion to cap the AUEs at 74.45 and anything that gets approved in town can substitute attainable housing within that 74.45 requirement. Further, the affordable housing unit would be required to meet the 800 square foot requirement outlined in the housing resolution. David Smith stated that Talisker is very concerned about meeting deadlines because of unanticipated delays. Candace Erickson felt there should not be an ability to transfer affordable housing credits to another developer. Jim Hier agreed that these properties can not satisfy any other development's affordable housing requirement.

Mayor Williams reiterated Mr. Hier's proposal for density. Liza Simpson stated that she is more comfortable taking 10 units off the table. Joe Kernan agreed with Mr. Hier's position while Roger Harlan agreed with Ms. Erickson and favored the reduction in density. The Mayor acknowledged the majority's support of capping AUEs at 54.45 for the purpose of facilitating 10 or more units of affordable housing built in town. Liza Simpson pointed out that in consideration of the 23 AUEs currently being processed for in-town housing, 10 is a good number. David Smith asked members if they are willing to consider moving the deadline next summer in the event these applications are not approved. In the short term, Mr. Hier did not view defining a cap as a problem since 15 could be built at Quinns first, meeting the upcoming obligation next summer. Of the 74.45 units, eight will be satisfied with the Prospector units so Talisker only has two more units that are being impacted. The Mayor stated that the majority favors decreasing the number to 64.45 which is an incentive to build in town. Mark Harrington questioned the strength of the incentive because Talisker may want to fulfill its obligation immediately at Quinns which is dependent on Talisker's goals for the attainable housing. The Mayor reiterated that the majority supports a reduction to 64.45.

Gary Hill asked members if they are comfortable swapping out affordable for attainable for anything that gets built in town above and beyond the 64.45. The Mayor requested clarification. Mr. Hill explained that if they build an additional 20 affordable units in town, they could convert 20 of the 64 AUEs to attainable. Liza Simpson requested that the agreement is clear that these are built units not purchased. The Mayor expressed that it was never the intent of the City to encourage purchasing existing housing stock and the Prospector purchase was a unique situation.

Mark Harrington understood the maximum density for Boyer-Plum market rate units is 148 with the ability under a modified MPD if they meet criteria in (a), (b), (j) and (k) to obtain higher density not to exceed 1:1. Additionally, approximately 20% of 148 calculates to about 30 AUEs which is added on for affordable housing to meet the Park City Heights requirement. The IHC project adds 44.70 AUEs, 28 AUEs for The Montage, and up to 64 Flagstaff AUEs are available for the attainable swap-out option. The Mayor opened the public hearing; with no pubic input, he requested a motion to continue to September 11, 2008. Joe Kernan, "<u>I move we continue the Park City Heights Annexation to September 11</u>". Jim Hier seconded. <u>Motion unanimously carried</u>.

VIII APPEALS

1. <u>Continuation of consideration of an appeal of the Planning Commission's approval of a Master Plan Development application on July 9, 2008 for the Snow Creek Cottages, located at 2060 Park Avenue</u> – Mark Harrington explained that the hearing was closed on August 7, 2008 and the purpose of the meeting is for members to deliberate and make a decision. On August 7, the Council requested two additional items from staff regarding a wildlife report and creating an additional condition of approval with regard to the final permit requirement relating to the engineering of the

detention ponds. He advised allowing the appellant an opportunity to address staff's findings on those issues but not to reopen the hearing entirely. The Mayor disclosed that members received a letter today from Jones Waldo and Holbrook, representing the appellants. Members also received an email from Rich Wyman with a copy of the appellant's wildlife study. Candace Erickson stated that she received an email requesting her presence at a balloon flight for the purpose of measuring height on the site. Liza Simpson acknowledged an email from Kim Page and David Young and she responded to them that she is unable to discuss the project because it is under appeal.

Planner Katie Cattan explained that Council asked that staff return with more information on two issues including the submission of a completed wildlife report as outlined in the LMC's sensitive lands overlay zone and also an additional condition of approval clarifying the final permit requirement regarding the engineering of the proposed detention pond. Subsection (a) requires that a wildlife habitat map and report be prepared by a qualified professional which she stated occurred. She detailed the required elements of the report. With regard to Subsection (b) wildlife corridors, Ms. Cattan quoted the report stating that the area is not considered a critical movement corridor because of the extent of human development in the immediate project vicinity precludes the movements of many wildlife species throughout the project area. The natural character of the project area may attract larger wildlife that wander into nearby developed areas into the project area which is surrounded by development on three sides and major roads to the north and east potentially increasing the opportunity for human wildlife conflicts in an urban environment.

She stated that Subsection (c) of the Code addresses the existence of special habitat features including key nesting sites, feeding areas, calving or production areas, use areas for migrant song birds and grass land birds, fox and coyote dens, deer and elk concentrations, areas as identified by the Utah Division of Wildlife, and areas of high terrestrial or aquatic insect diversity. Ms. Cattan explained that the habitat features are explained in Section 3 of the report and the biologist summarizes that although the project area may receive occasional use by non-residential wildlife for foraging, roosting, perching or watering, the occurrences by these non-residential species would be incidental in the project area which is not critical to the survival of these species in the greater Park City area. Subsection (d) addresses areas inhabited by or frequently utilized by any species identified by the state or federal agencies as threatened or endangered and the findings of the study found that the proposed project will have no effect on any threatened or endangered species or its habitat and will not impact the sensitive species. Ms. Cattan continued to explain that Subsection (e) the general ecological functions provided by the site and its features was discussed throughout the report. Subsection (f) relates to potential impacts on the existing wildlife species that would result from the proposed movement and the biologist found that impacts to wildlife from the construction of the proposed development are expected to be minimal as the proposed development would occur outside the riparian vegetation and wetlands where there is typically more productivity and a higher density and diversity of wildlife species.

Ms. Cattan stated that Council requested that staff return with an additional condition of approval clarifying the final permit requirements regarding the engineering of the proposed detention ponds. She referred to one of the attachments in the staff report which is the MPD findings of fact, conclusions of law, and conditions of approval. Condition of Approval No. 5 was modified, "The applicant shall provide the design and analysis of the proposed detention ponds to the City Engineer prior to issuance of building permits. The LOMAR is required by FEMA standards if the flood elevations changes one foot or greater. If the change in the flood elevation is less than one foot, the LOMAR is not required under the FEMA standards". Two additional conditions of approval were added as a result of the study, "A signage plan approved by the Planning Department shall be implemented to protect the riparian areas and wetlands", and Condition No. 16, "A noxious weed control plan approved by the Planning Department shall be implemented to mitigate and prevent the spread of noxious weeds on the property". Staff requests that the City Council consider reversing in part, through adding a condition of approval and affirming in part, the Planning Commission's approval of the Snow Creek Cottages MPD.

Anthony Rampton, legal counsel for appellants, stated that without information about what is behind the report, it is difficult to comment. The report is to a large degree conclusionary and taken from public information about the populations of wildlife in the area and established there are no threatened or endangered species through the Department of Wildlife and Resources and concluded that it is not going to have an effect upon existing wildlife. He needs to know more about where this information is coming from. There is nothing in the report that gives any information about where that stuff is coming from. They (biologists) spent one day in August on site. This is not a site specific study but a regional study because they are using regional information. They have no way of determining seasonal fluctuations in wildlife and once again the study relies almost entirely on the regional studies of wildlife and statewide determinations of threatened and endangered species and draws conclusions. His overall concerns are that it is not site specific and where is the information coming from; is it site specific? They took general information and made general conclusions. There is nothing in the report about how they monitored wildlife. They didn't. Mr. Rampton reiterated his comments and stated that the LMC requires some site specific monitoring and there is no evidence this was done. We're not dealing with endangered species but wildlife that comes down from the hills of Park City and he asked if Council wants to preserve this. This is an important piece of property. He can't determine from the report what is happening on this piece of property. It was a quick and dirty study and is not helpful.

On the question of the detention ponds, the Windrift Condominiums are downgrade from the property and the problem is not surface water but ground water. He has not seen a hydrological study and its relationship with residences surrounding the property. Detention ponds are fine for controlling run-off but the LMC requires that a hydrological study is completed showing the relationship between the wetlands and the ground water that flows toward Windrift. Those condominiums are already pumping water from crawl spaces because of the huge ground water problem. The development may make it worse but there is no study. Mr. Rampton stated that the Council is not there in making a decision on this project. There is a need for affordable housing but does Council want to sacrifice a wetlands meadow which can not be replaced for 13 units of affordable housing. He doesn't see how Council can approve this because of its policy on open space. He referred to Council goals discussed earlier and the Mayor cautioned Mr. Rampton to stay within the parameters of the appeal.

Architect Craig Elliott, Elliott Work Group representing the applicant, stated that although he is not an attorney he has spent the last 10 years working with the LMC document. He stated that the LMC has been consistently applied to the project and a pre-application MPD was filed for review of compliance with the General Plan. He pointed out that the wildlife study points out the surrounding development and the state highway and the wetlands are being dealt with appropriately. The applicant is consistently following the MPD process and if criteria are not met, the project will not proceed. With regard to the hydrology study, the engineering phase will begin now that the density has been determined.

Jim Hier explained that the wildlife study was requested by Council to address criteria detailed in the LMC. The study was completed by a qualified wildlife expert accordingly and he is comfortable that it satisfies the requirements of the Code. With regard to the hydrological study, it can not be performed until the site plan and density are determined during the MPD process and building permits are conditioned upon the submission of the engineering study subsequent to the MPD process. He stated that the City has answered outstanding issues with regard to the approval of the MPD by the Planning Commission. Liza Simpson and Roger Harlan agreed. Joe Kernan relayed that he believes the applicant has met all requirements under the Code. Candace Erickson believed that the City has adequately addressed all of the considerations brought up in the appeal. Jim Hier, "<u>I move that the appeal is denied in part and granted in part. The MPD is approved with the amended findings and conditions of approval as attached in the staff exhibit and as presented by Katie Cattan</u>". Liza Simpson seconded. <u>Motion unanimously carried</u>.

2. <u>Consideration of an appeal of the Planning Commission's denial on June 25, 2008 of a Steep Slope Conditional Use Permit for 158 Ridge Avenue, 162 Ridge Avenue and 166 Ridge Avenue</u> – Mark Harrington explained that the matter is a quasi-judicial appeal and by ordinance Council hears factual issues de novo and is able to take testimony from appellants, staff and if desired, the public. The issues raised on appeal are pretty broad; the Council is deciding whether the Planning Commission was correct in its application of the Code and recommended denial of steep slope CUPs for these properties. Staff rendered a different recommendation and Commissioner Dick Peek is in attendance in the event members have questions about the Planning Commission's proceedings. All members stated that they did not engage in ex parte communications.

Brooks Robinson stated that these three applications were initially placed on the Consent Agenda and the Planning Commission removed all three items by unanimous vote to discuss the merits of the applications. Also by unanimous decision, the Planning Commission directed staff to prepare findings for denial for each application based on lack of compliance and mitigation with CUP Criteria Nos. 1, 2, 4, 5, 6, 7, 8 and 10 and looked at how those relate to the purpose clauses of the HRL Zone in which the property is located. He referred to Subsection (e), encourage construction of historically compatible structures that contribute to the character and scale of the Historic District in maintaining existing residential neighborhoods.

Mr. Robinson stated that the ability to create large houses was based on manipulating grade by adding retaining walls on the downhill corners, which in effect, buries the lowest story from the front facing wall, which does not count toward gross floor area. The remaining three stories contribute about 1,800 square feet apiece to the houses capped at just over 3,000 square feet which appears on the plat. He continued to explain that the ability to grant a height exception for the buildings is limited to the garage and entry elevation. The gross floor area was capped at 143% of the footprint and the plat further restricted the location of the houses at the front setback and a 30 foot no-build area was established on the slope to the east dropping down toward the Daly Avenue residences. The buildings must be in substantial compliance with conceptual footprints and distances in particular from that east property line. Mr. Robinson explained that for instance, the Commission found that one of the buildings was not in substantial compliance and directed the applicant to push the building back five feet. There was discussion at the meeting about the garage dimensions not being compliant but Mr. Robinson clarified that it was. He relayed that Council's alternatives include upholding the Planning Commission's decision, overturning the decision in part or in whole, or remanding it to the Commission based on new information received tonight.

Jonathan DeGray, Architect for the King Ridge Project, explained that the plat denotes several design constraints in terms of the building, including limiting square footage to 3,030 of gross living area. There is the 30 foot non-encroachment area as well as the additional setbacks for all three lots from the east property line, a 20 foot deep restriction on garages, as well as all of the underlying requirements of the LMC steep slope CUP. It was a challenge to arrive at a compliant design and part of the process was working with staff for a period of time. The initial staff report reflected the hard work and effort invested in the final design. He relayed that a couple of issues related to the four levels at the east elevation, but Mr. DeGray stated that there are three levels and a roof as illustrated on the model. The roof is broken up with dormers and windows to create some interest. If the dormers and other elements are eliminated, the simple roof form over three levels becomes apparent. He pointed out that the side elevation is most noticeable from the trolley turn-around and the lower level is only visible from Prospect Ridge or American Flag and not Daly Avenue. If the structures were pulled back and the square footage reduced, the design would still have a similar look. The applicant is requesting an exception for the garage in Building 1 because of the distance required to push this building further back into the lot. The other two buildings generally comply except for the dormer elements taking advantage of the height exception. The buildings themselves fully comply with the zone and don't require exceptions. From Ridge

Avenue, the buildings are perceived as two stories and from Sampson Avenue one story.

Doug Matsumori, attorney for applicant, stated that he is not going to speak at length since most of their arguments are summarized in the submissions to Council. In particular, he submitted a written explanation of why they are objecting to the findings and conclusions adopted by the Planning Commission. He summarized that in the minutes of the hearing that Commissioner Petit had drawn a distinction between the plat amendment and the CUP processes, which is correct. However, she then went on to say that one of the things they needed to do using the CUP criteria was to decide whether they have tools to mitigate some of the impacts that are being caused by the proposal. He stated that he thought about this quite a bit in terms of the context in which the application was processed. He referred to the introduction of the steep slope ordinance which is specific, "development on steep slopes must be environmentally sensitive to hillside areas, carefully planned to mitigate adverse affects on neighboring land and improvements, and consistent with Historic District Design Guidelines". In looking through the findings and conclusions made by the Commission, there is a lot of reference to the four story appearance of these buildings. He understood that, but the legal issue is whether the design is consistent with Historic District Design Guidelines which doesn't address four stories, volume or visual mass.

Therefore, that particular statement is irrelevant but he looked at other issues that might be implicated. Criteria one requires that the development is located and designed to reduce visual and environmental impacts of the structure. Mr. Matsumori stated that staff concluded that the design does reduce visual impact which is important because he doesn't know of any other factual findings available to the Commission to make a denial. The Planning Commission found that the house is not compatible with the Historic District in size and scale which is not addressed in the criteria and it is their view that the Commission's conclusion was irrelevant with regard to criteria and should not be considered as a finding; the decision should be reversed. The other issue of concern is Criteria No. 8 where it states, "The maximum volume of any structure is a function of the lot size, building height, setbacks and provisions set forth in the LMC. The Planning Director and Planning Commission may further limit volume of a proposed structure to minimize its visual mass and/or mitigate differences in scale between a proposed structure and an existing structure".

Mr. Matsumori referred to minimizing visual mass but the Planning Commission concluded that this is a four story building which is not relevant to the issue. He referred back to the conclusions drawn by staff when they considered this issue and they basically concluded that this project was consistent. Mr. Matsumori stated that he finds nothing in the Guidelines or ordinance criteria that prohibit four stories and this kind of design is prevalent in the Historic District. He doesn't understand how a denial can be based on this finding and there are similar objections to other findings which do not address criteria in terms of the conclusions drawn.

Dick Peek, Planning Commissioner, stated that the stepping forward of the landscape retaining structure is something the Commission had not seen before. He explained that the LMC clearly states that 20 feet is the maximum depth for the garage, including the exterior walls and these were his two issues. The Mayor invited public input.

Steve Deckert, Daly Avenue resident, read the first sentence of the LMC definition of compatibility, "Characteristics of different uses or designs that integrate with and relate to one another to maintain and/or enhance the context of the surrounding area or neighborhood". He felt that 16,000 square feet of building on three postage stamp lots does not contribute to the context of his neighborhood in any way. The applicants got their lots approved and now they're *going for it* and they want everything they can get out of it. The Council charges the Planning Commission with a very difficult task and that is to weigh the needs of the neighborhood and the applicant, but the Commission has never been empowered to make sure that a developer doesn't *shoot his foot off*. If they paid too much for the land and have to have this much density, it is their problem. As a former Planning Commissioner and Board of Adjustment member, he believes the LMC is purposely filled with grey areas to allow the Commission to make interpretations and to weigh the needs of everyone. It concerns him that the applicant's attorney would suggest that the recommendations by the Planning Commission are frustrating. He shows an inherent lack of understanding advocacy planning at its very best.

Carlene Riley, 84 Daly Avenue, stated that her residence is just below the second house. The applicants have been given a year and a half to get this right and it seems like every time they come back, they're pushing for more. It is a very steep lot and the houses will be visible from Deer Valley because of the size of the project. She encouraged Council to remand the project to the Planning Commission. The lot is too steep to walk and 22 trees will be cut down; it's too big.

David Olson, 96 Daly Avenue, agreed with the comments made by Steve Deckert and Carlene Riley and expressed concerns about the impact it will have on his condominium environmentally and visually. He challenged the statement that these houses are not going to be visually impactful.

Sean Marquardt, agent for applicant, relayed that they met with the neighbors which resulted in the 30 foot easement for an increased setback between the Daly Doubles which is a massive six story building. Mitigating the grade change took some time to achieve. He pointed out the four or five level buildings on Rossi Hill and in Deer Valley. The design is largely a result of the topography.

Doug Matsumori clarified that he never said there won't be a visual impact but in terms of the requirements of the steep slope CUP, the visual impact has been mitigated.

Mark Harrington suggested that the Council review and compare representations of the project at the subdivision stage in October 2007 with current elevations. He acknowledged that the drawings may not be very detailed but may be relevant in addressing the above ground massing. Jim Hier referred to comments from Commissioner Peek about non-compliance with the garage depth and asked if this is identified in the findings. Mr. Robinson noted that it is not because the discussion with the Planning Commission was based on the detailed plans of the interior dimensions which is addressed by the LMC. The requirement on the plat related to a minimum garage depth of 20 feet which was reflected in the plans. The Planning Commission meeting packet included a drawing with a 23 foot exterior dimension. Mr. DeGray pointed out that 23 feet is incorrect; 21 feet is the maximum it would be. Mr. Hier asked if the height was based on the extension and Brooks Robinson explained that the plat requirement limited the height of the garage to18 feet. Jonathan DeGray reiterated that the garage interior depth is 20 feet and 21 feet with the exterior walls. Mr. Hier asked if compatibility is defined only through the specific vantage points identified in the Code and Mr. Robinson emphasized that compatibility is defined by all of the criteria. In response to a question from Roger Harlan regarding increased square footage, Mr. DeGray explained that the 3,030 square feet as defined on the plat is gross living space and does not include the basement for an additional 1,800 square feet and the basement is allowed to daylight. Of the total approximate 5,000 square feet, about 40% to 50% is underground which is compliant with the requirements of the plat but is not something that typically occurs in the HRL Zone.

Jim Hier pointed out that two days is not enough time for him to adequately evaluate all of the appeal materials and suggested that this matter be continued. The City Attorney added that it would also be beneficial for members to review the subdivision drawings. Mr. Hier felt it would be helpful to have statistical data with regard to the neighborhood, specifically the size of other dwellings in the area, including square footage and number of floors. Mr. Robinson responded that this information was provided at the plat stage and can easily be distributed again. In response to questions from Joe Kernan, Mr. DeGray explained that even if the square footage was reduced by some 1,000 square feet, the look of the above ground structure would still be three or four stories. Candace Erickson asked about the vegetation on the site and Mr. Robinson relayed that most of the trees are located on neighboring property and Mr. DeGray reminded members of the 30 foot protection easement. Liza Simpson, "I move we continue the appeal to September 18". Joe Kernan seconded. Motion unanimously carried.

IX ADDITIONAL DISCUSSION – AGENDA ITEMS

None.

X ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 3:30 p.m. Members in attendance were Mayor Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Diane Foster, Environmental Affairs Manager; Gary Hill, Planning Manager; Mat Cassel, City

Engineer; Myles Rademan, Public Affairs Specialist; Tom Daley, Deputy City Attorney; and Mark Harrington, City Attorney. Liza Simpson, "I move to close the meeting to discuss property". Joe Kernan seconded. Motion carried unanimously. The meeting opened at approximately 4 p.m. Joe Kernan, "I move to open the meeting". Liza Simpson seconded. Motion unanimously carried.

The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Janet M. Scott

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Janet M. Scott, City Recorder

PARK CITY REDEVELOPMENT AGENCY
SUMMIT COUNTY, UTAH
JUNE 19, 2008

I ROLL CALL

Chairman Dana Williams called the regular meeting of the Redevelopment Agency to order at approximately 6 p.m. at the Library and Education Center on Thursday, June 19, 2008. Members in attendance were Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Staff present was Tom Bakaly, Executive Director; Jon Weidenhamer, Project Manager; Polly Samuels McLean, Assistant City Attorney; Dave Gustafson, Project Manager; and Bret Howser, Budget Manager.

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

None.

III MINUTES OF MEETING OF JUNE 5, 2008

Roger Harlan, "I move approval of the minutes of June 5, 2008". Joe Kernan disclosed that he will be abstaining as he was not in attendance. Liza Simpson seconded. Motion carried.

Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Aye
Joe Kernan	Abstention
Liza Simpson	Aye

IV NEW BUSINESS

1. Consideration of First Addendum to the sublease agreement with Park City Community Wireless and a purchase agreement in a form approved by the City Attorney – Jonathan Weidenhamer explained that the Council agreed to sell one of the new tenant spaces in the shell to KPCW in the amount of $924,676. Staff is recommending approval of a short term lease until the purchase agreement is finalized. Mr. Weidenhamer explained that the short term lease provides for free rent in the shell for June and July, which is the same as the Marsac Building terms. On August 1 to October 31, staff recommends applying a market rate lease which is $4,100 per month which will be allocated toward the purchase price of the building until the sale closes. After October 31, it is recommended that the $4,100 not be credited to the purchase price. The purchase agreement provides $463,000 due to the City upon signing the first agreement and on June 5, 2008, KPCW remitted a check in the amount of $489,000. The additional funds will cover the cost of improvements in the shell and he discussed the draft REPC agreement.

Flint Decker, KPCW Board Member, introduced board members in attendance. He requested that the Council approve Alternative B in the staff report, modifying the extension to December 1 so rent will still be credited to the purchase price to November 30. Dave Gustafson stated that the Building Department and Fire District signed off on the building which is ready for occupancy for both KPCW and the liquor store. The liquor store will open on Wednesday. He explained outstanding issues including the equipment for the satellite dish and replacement of the insulation on the roof but these projects will not delay the tenants from moving in the shell.

Assistant City Attorney Polly McLean stated for the record that Diane Foster, a member of the KPCW board, is a contract employee with the City. Joe Kernan disclosed that KPCW is among his recycling customers. The Chairman opened the public hearing; there was no input and the public hearing was closed. Council members agreed to extend the term to December 1. Jim Hier requested to see the final REPC document, "I move we approve the purchase agreement and First Amended Lease with KPCW to relocate to Unit 200 of the Marsac-Swede Condominium with the modification of the date for which the rental will change from applied to the purchase price to zero rent to be changed to November 30". Liza Simpson seconded. Motion unanimously carried.

2. Consideration of a Resolution adopting the Fiscal Year 2008 Revised Budget and the Fiscal Year 2009 Budget for the Park City Redevelopment Agency – Bret Howser relayed that state law mandates adoption of a final budget by June 22, 2008 and the Mayor opened the public hearing. There were no comments and the hearing was closed. Joe Kernan, "I move we approve the Resolution adopting the Fiscal Year 2008 Revised Budget and the Fiscal Year 2009 Budget for the Park City Redevelopment Agency". Roger Harlan seconded. Motion unanimously carried.

V ADJOURNMENT

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

Prepared by Janet M. Scott

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Janet M. Scott, City Recorder

City Council
Staff Report

Subject: Risner Ridge and Risner Ridge No.2
Author: Jeff Davis
Date: September 11, 2008
Type of Item: Administrative – Plat Amendments

PARK CITY
1884
PLANNING DEPARTMENT

<u>**Summary Recommendations**</u>
Staff recommends City Council hold a public hearing and consider approving the Risner Ridge and Risner Ridge No. 2 Plat Amendments based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinances.

For the sake of paper conservation and brevity, the plat amendments have been consolidated into one report. However, City Council must take a separate action on each of the plat amendments.

<u>**Description**</u>

Applicant:	Risner Ridge Homeowners' Association
Location:	Risner Ridge and Risner Ridge No. 2 Subdivisions
Zoning:	Residential Development (RD)
Adjacent Land Uses:	Residential to the north, south and west, open space to the east
Reason for Review:	Plat amendments require Planning Commission review and City Council approval

<u>**Background**</u>
On June 8, 2008 the City received a completed application for plat amendments to the two Risner Ridge Subdivisions. The Risner Ridge Subdivisions are located in the Residential Development (RD) zoning district. The proposed Plat Amendment would amend the Risner Ridge Subdivision and Risner Ridge No. 2 Subdivision plats in order to incorporate the setback restrictions listed in the "Protective Covenants for Risner Ridge" dated March 21, 1989 which are greater than the Land Management Code requirements.

The Planning Commission heard this application at its regular meeting on August 27, 2008, and forwards a positive recommendation. There was no public input.

Paragraph 5.4 of the "Protective Covenants for Risner Ridge" dated March 21, 1989 states the following: "<u>Setbacks:</u> Phase I – All buildings and structures on all lots shall be set back at least 15 feet from the side lot lines, 20 feet from the rear lot line, and a minimum of 30 feet from the front lot line. Phase II – All buildings and structures on all Lots within Phase II shall be set back at least 15 feet from the side lot lines and 20 feet from the front lot lines. Setback for the rear lot lines shall be 15 feet with the exception of lots 10 through 13. In the case of these lots, building setbacks from the rear lot lines are individual in relation to the adjacent golf course and are shown on the recorded plat. The setbacks of these rear yards may, however, be used for decks, patios, swimming pools and landscaping as provided for in Section 8.15 of the Land Management Code."

Due to the proximity to the golf course the rear setbacks for lots 10-13 in Risner Ridge No. 2 are more restrictive than the LMC requirements and vary from 15'-40'. Those additional setback restrictions are already noted on the plat.

Analysis

Staff finds good cause for this plat amendment as it will increase the required setbacks in these two subdivisions. The City does not enforce Covenants, Conditions and Restrictions (C, C & Rs), but does enforce plat notes. Other than adding notes to the recorded plat that are already in the existing Protective Covenants for the Risner Ridge subdivisions, no changes are being made.

Risner Ridge

	Permitted in the RD zone	Proposed
Front setback	20'	Increased to 30'
Rear setback	15'	Increased to 20'
Side setbacks	12'	Increased to 15'

Risner Ridge No. 2

	Permitted in the RD zone	Proposed
Front setback	20'	Remain at 20'
Rear setback	15'	Remain at 15'
Side setbacks	12'	Increased to 15'

The proposed plats would amend the Risner Ridge Subdivision and Risner Ridge No. 2 Subdivision plats to add a note listing setback restrictions. The note on the Risner Ridge Subdivision would be as follows: *"All buildings and structures on all lots shall be set back at least 15 feet from the side lot lines, 20 feet from the rear lot line, and a minimum of 30 feet from the front lot line."* The note on the Risner Ridge No. 2 Subdivision would be as follows: *"All buildings and structures on all lots shall be set back at least 15 feet from the side lot lines and 20 feet from the front lot lines. Setback for the rear lot lines shall be 15 feet with the exception of lots 10 through 13 that are individual in relation to the adjacent golf course as shown on the recorded plat."*

Due to the proximity to the golf course the rear setbacks for lots 10-13 in Risner Ridge No. 2 are more restrictive than the LMC requirements and vary from 15'-40'. Those additional setback restrictions are already noted on the plat.

All existing buildings and structures meet the requirements of the proposed note. This note will not create any non-complying structures.

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

Department Review
This project has gone through an interdepartmental review. The issue of whether or not there were any non-conforming situations to the proposed setback restrictions was bought up in that meeting. Brian Anderson and Paul Boyer of the Risner Ridge Homeowner's Association were contacted and informed staff that there were no homes and or accessory structures in the subdivisions that didn't currently meet the proposed increased setbacks.

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

Public Input
No public input has been received by the time of this report.

Alternatives
- The City Council may approve the Risner Ridge and Risner Ridge No. 2 Subdivisions plat amendment as conditioned or amended; or
- The City Council may deny the Risner Ridge and Risner Ridge No. 2 Subdivisions plat amendment and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on the Risner Ridge and Risner Ridge No. 2 Subdivisions plat amendment.
- The City Council may remand the item back to the Planning Commission for specific discussion on topics and/or findings.

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

Consequences of not taking the Suggested Recommendation
The note listing setback restrictions would not be put on the plats.

Recommendation on Risner Ridge
Staff recommends City Council hold a public hearing and consider approving the Risner Ridge Plat Amendment based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinances.

Recommendation on Risner Ridge No. 2

Staff recommends City Council hold a public hearing and consider approving the Risner Ridge No. 2 Plat Amendment based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinances.

Exhibits

Exhibit A – Plats

Draft Ordinance No. 08-

AN ORDINANCE APPROVING THE RISNER RIDGE SUBDIVISION PLAT AMENDMENT, PARK CITY, UTAH.

WHEREAS, the home owners association at the Risner Ridge Subdivision have petitioned the City Council for approval of the Risner Ridge plat amendment; and

WHEREAS, the properties were properly noticed and posted according to the requirements of the Land Management Code; and

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

WHEREAS, the Planning Commission held a public hearing on August 27, 2008, to receive input on the Risner Ridge plat amendment;

WHEREAS, the Planning Commission, on August 27, 2008, forwarded a positive recommendation to the City Council; and,

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

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Risner Ridge plat amendment as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is the Risner Ridge Subdivision.
2. The zoning is Residential Development (RD).
3. The proposed plat note restricting setbacks for Risner Ridge would be as follows: *"All buildings and structures on all lots shall be set back at least 15 feet from the side lot lines, 20 feet from the rear lot line, and a minimum of 30 feet from the front lot line."*
4. The plat note will increase the setbacks beyond what is required in the Land Management Code.
5. All existing buildings and structures meet the requirements of the proposed note. This note will not create any non-complying structures.
6. The City does not enforce Covenants, Conditions and Restrictions, but does enforce notes and instructions on a plat.

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 subdivisions.
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.

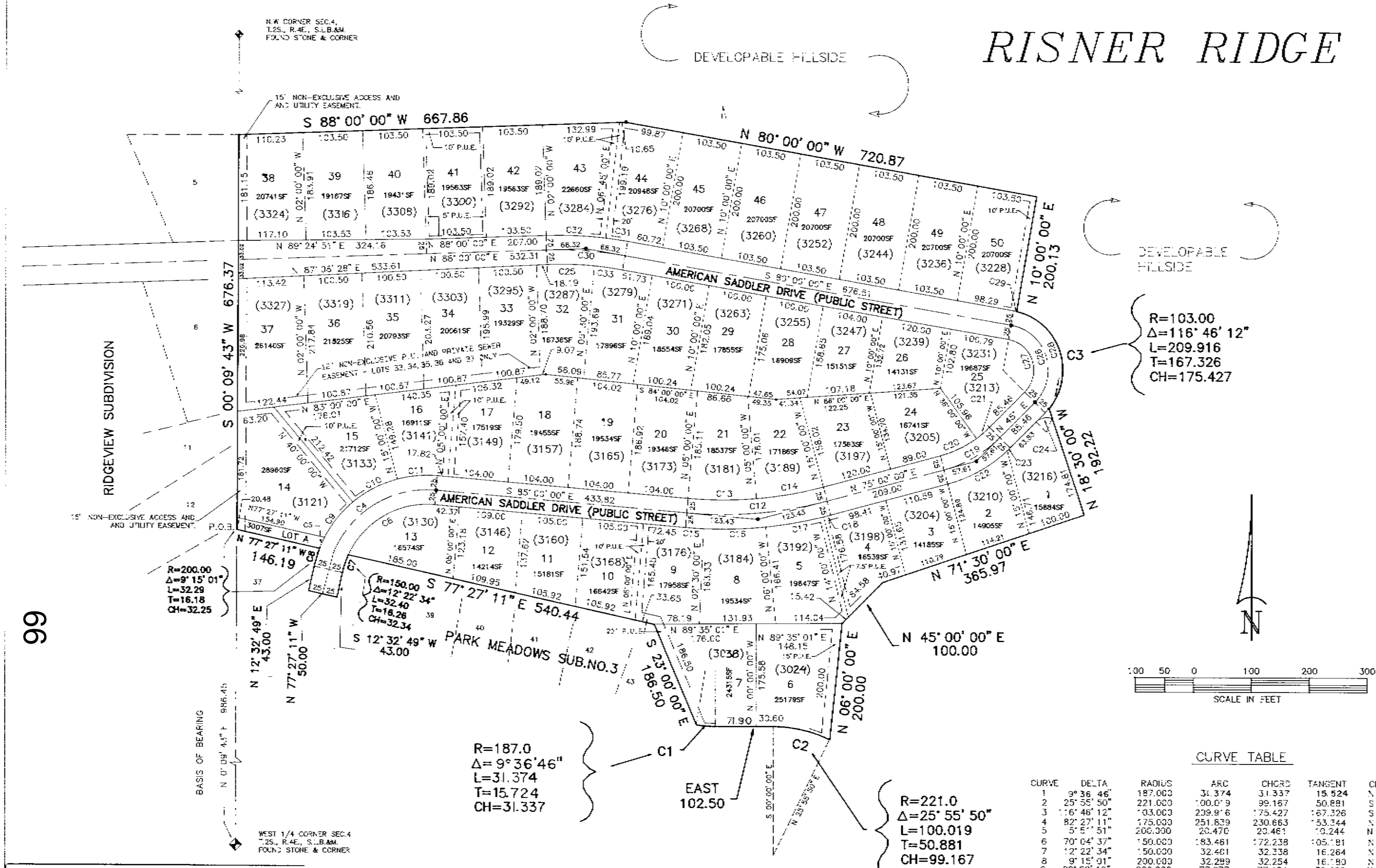
Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendments 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 amendments at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plats will be void.

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

PASSED AND ADOPTED this 11th day of September, 2008.

RISNER RIDGE



SURVEYOR'S CERTIFICATE

I, HOOPER KNOWLTON JR. do hereby certify that I am a registered Land Surveyor, and that I hold certificate No. 2761, as prescribed under the laws of the State of Utah. I further certify that by 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, here after to be known as RISNER RIDGE and that same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

Beginning at a point which is N 0°09'43" E 986.450 feet along the Section line from the West Quarter corner of Section 4, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence

N 00°09'43" E 676.374 feet; thence
N 88°00'00" E 667.860 feet; thence
S 80°00'00" E 720.870 feet; thence
S 10°00'00" W 200.132 feet to a point on the arc of a 103.000 foot-radius curve to the right whose center bears S 12°53'57" W; thence
Southeasterly 209.916 feet along the arc of said curve through a central angle of 116°46'12"; thence
S 18°30'00" E 192.219 feet; thence
S 71°30'00" W 365.980 feet; thence
S 45°00'00" W 100.000 feet; thence
S 06°00'00" W 200.000 feet to a point on the North right-of-way line of American Saddler Drive, said point being on the arc of a 221.000-foot radius curve to the left whose center bears S 25°55'50" W; thence
Northwesterly 100.019 feet along the arc of said curve through a central angle of 25°55'50"; thence
West 102.500 feet to the beginning of a 187.000-foot radius curve to the right; thence
Northwesterly 31.374 feet along the arc of said curve through a central angle of 9°36'46"; thence
N 23°00'00" W 186.500 feet; thence
N 77°27'11" W 540.436 feet to a point on the arc of a 150.000-foot radius curve to the left whose center bears S 65°04'37" E; thence
Southwesterly 32.401 feet along the arc of said curve through a central angle of 12°22'34"; thence
S 12°32'49" W 43.000 feet; thence
N 77°27'11" W 50.000 feet; thence
N 12°32'49" E 43.000 feet to the beginning of a 200.000-foot radius curve to the right; thence
Northeasterly 32.289 feet along the arc of said curve through a central angle of 9°15'01"; thence
N 77°27'11" W 146.189 feet to the point of beginning (Containing 25.41 acres).

May 17, 1988
DATE

OWNER'S DEDICATION

Know all men by these presents that I, the undersigned owner( ) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as

Risner Ridge

The officers who sign this deed hereby certify that this Subdivision Plat was duly authorized under a resolution duly adopted by the board of directors of the owner at a lawful meeting duly held and attended by a quorum.

In witness whereof I have hereunto set ______ this 26th day of MAY A.D., 1988.

TSUNAMI LAND CORPORATION

Shelley R. Levitz, Secretary

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH
County of Summit } S.S.

On the ___ day of ________ A.D., 19__, personally appeared before me, the undersigned Notary Public, in and for said County of Summit in said state of Utah, the signer( ) of the above Owner's dedication, ______ in number, who duly acknowledged to me that ______ signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES: ________

NOTARY PUBLIC
RESIDING IN SUMMIT COUNTY

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
1	9°36'46"	187.000	31.374	31.337	15.524	N 85°11'37" W
2	25°55'50"	221.000	100.019	99.167	50.881	S 77°02'05" E
3	116°46'12"	103.000	209.916	175.427	167.326	S 18°42'57" E
4	82°27'11"	175.000	251.839	230.663	153.344	N 53°46'24" E
5	5°51'51"	200.000	20.470	20.461	10.244	N 24°43'45" E
6	70°04'37"	150.000	183.461	172.238	105.181	N 59°57'42" E
7	12°22'34"	150.000	32.401	32.338	16.264	N 18°44'06" E
8	9°15'01"	200.000	32.289	32.254	16.180	N 17°10'19" E
9	22°20'19"	200.000	77.977	77.484	39.490	N 38°49'40" E
10	25°00'00"	200.000	87.266	86.576	44.339	N 62°30'00" E
11	20°00'00"	200.000	69.813	69.459	35.265	N 85°00'00" E
12	20°00'00"	700.000	244.346	243.107	123.429	S 85°00'00" W
13	10°00'00"	675.000	117.810	117.660	59.055	N 90°00'00" W
14	10°00'00"	675.000	117.810	117.660	59.055	N 90°00'00" W
15	2°30'00"	725.000	31.634	31.632	15.820	N 86°15'00" W
16	8°30'00"	725.000	107.556	107.457	53.877	S 88°15'00" W
17	8°00'00"	725.000	101.229	101.147	50.697	S 80°00'00" W
18	1°00'00"	725.000	12.654	12.653	6.327	S 75°30'00" W
19	30°00'00"	215.000	112.574	111.292	57.609	S 60°00'00" W
20	21°00'00"	190.000	69.639	69.249	35.214	S 64°30'00" W
21	9°00'00"	190.000	29.845	29.814	14.953	S 49°30'00" W
22	28°21'27"	240.000	118.783	117.575	60.634	S 60°49'17" W
23	1°38'33"	240.000	6.880	6.880	3.440	S 45°49'17" W
24	67°59'32"	25.000	29.667	27.957	16.860	N 78°59'46" E
25	7°30'00"	625.000	81.813	81.755	40.965	S 88°15'00" E
26	125°00'00"	78.000	170.170	138.374	149.837	S 17°30'00" E
27	125°00'00"	53.000	115.628	94.023	101.812	S 17°30'00" E
28	125°00'00"	103.000	224.711	182.724	197.861	S 17°30'00" E
29	2°53'57"	103.000	5.212	5.211	2.606	S 78°33'02" E
30	12°00'00"	650.000	136.136	135.887	68.318	S 86°00'00" E
31	3°15'00"	675.000	38.288	38.283	19.149	S 81°37'30" E
32	8°45'00"	675.000	103.084	102.983	51.642	S 87°37'30" E
33	4°30'00"	625.000	49.087	49.074	24.556	S 82°15'00" E

LEGEND

ALL UTILITY EASEMENTS ARE AS SHOWN ON LOT 41. ANY EXCEPTION TO THE TYPICAL IS DENOTED ON THE LOT. ALL EASEMENTS ARE NON-EXCLUSIVE.

● = MONUMENT TO BE SET
(####) = STREET ADDRESS

GAS, POWER, PHONE, & CABLE SERVICE ARE NOT GUARANTEED IN ANY WAY BY PARK CITY.

OWNER'S DEDICATION

Know all men by these presents that 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 RISNER RIDGE, do hereby dedicate for perpetual use of the public all parcels of land shown in this plat as intended for public use.

In witness whereof we have hereunto set our hands this ____ Day of May, A.D., 1988.

Dean R. Lueck — Gene B. Lueck, his wife

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF Summit } S.S.

ON THE 26th DAY OF May 19 88 PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY OF Summit IN SAID STATE OF UTAH, THE SIGNER(S) OF THE ABOVE OWNER'S DEDICATION, two IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT they SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES

NOTARY PUBLIC Residing in Park City, Utah
RESIDING IN
My Commission Expires Dec. 28, 1990

ACKNOWLEDGMENT

STATE OF UTAH S.S.
COUNTY OF Summit
ON THE 26th DAY OF May, 1988 PERSONALLY APPEARED BEFORE ME Shelley R. Levitz
WHO BEING BY ME DULY SWORN OR AFFIRMED, DID SAY THAT she IS/ARE THE Secretary OF Tsunami Land Corporation AND THAT THE WITHIN OWNER'S DEDICATION WAS SIGNED IN BEHALF OF SAID Tsunami Land Corporation BY AUTHORITY OF its board of directors AND THE SAID Shelley R. Levitz
ACKNOWLEDGED TO ME THAT SAID Tsunami Land Corporation
EXECUTED THE SAME.

MY COMMISSION EXPIRES
NOTARY PUBLIC
RESIDING IN

Risner Ridge
formerly known as Park Meadows No.4
located in Section 4, Township 2 South, Range 4 East, SALT LAKE BASE & MERIDIAN

PLANNING COMMISSION	PARK CITY ENGINEER	APPROVAL AS TO FORM	CITY COUNCIL OF PARK CITY	RECORDED # 290977
APPROVED THIS 27th DAY OF May A.D., 1988 BY THE PARK CITY PLANNING COMMISSION.	APPROVED THIS 31st DAY OF MAY A.D., 1988	APPROVED THIS 27th DAY OF May A.D., 1988	PRESENTED TO THE BOARD OF CITY COUNCIL OF PARK CITY, THIS 26th DAY OF May A.D., 1988, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.	STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF Summit County Title DATE June 1, 1988 TIME 2:45 BOOK ___ PAGE ___ FEE $
Rita D. Gezelius CHAIRMAN, PARK CITY PLANNING COMM.	PARK CITY ENGINEER	PARK CITY ATTORNEY	Anita L. Colette ATTEST. PARK CITY RECORDER — MAYOR OF PARK CITY	Alan Spriggs SUMMIT COUNTY RECORDER

Draft Ordinance No. 08-

AN ORDINANCE APPROVING THE RISNER RIDGE NO. 2 SUBDIVISION PLAT AMENDMENT, PARK CITY, UTAH.

WHEREAS, the home owners association at the Risner Ridge No. 2 Subdivision have petitioned the City Council for approval of the Risner Ridge No. 2 plat amendment; and

WHEREAS, the properties were properly noticed and posted according to the requirements of the Land Management Code; and

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

WHEREAS, the Planning Commission held a public hearing on August 27, 2008, to receive input on the Risner Ridge No. 2 plat amendment;

WHEREAS, the Planning Commission, on August 27, 2008, forwarded a positive recommendation to the City Council; and,

WHEREAS, it is in the best interest of Park City, Utah to approve the Risner Ridge No. 2 plat amendment.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Risner Ridge No. 2 plat amendment as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is the Risner Ridge No. 2 Subdivision.
2. The zoning is Residential Development (RD).
3. The proposed plat note restricting setbacks for the Risner Ridge No. 2 would be as follows: *"All buildings and structures on all lots shall be set back at least 15 feet from the side lot lines and 20 feet from the front lot lines. Setback for the rear lot lines shall be 15 feet with the exception of lots 10 through 13 that are individual in relation to the adjacent golf course as shown on the recorded plat."*
4. Due to the proximity to the golf course the rear setbacks for lots 10-13 in Risner Ridge No. 2 are more restrictive than the LMC requirements and vary from 15'-40'. Those additional setback restrictions are already noted on the plat.
5. The plat note will increase the setbacks beyond what is required in the Land Management Code.
6. All existing buildings and structures meet the requirements of the proposed note. This note will not create any non-complying structures.

7. The City does not enforce Covenants, Conditions and Restrictions, but does enforce notes and instructions on a plat.

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 subdivisions.
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.

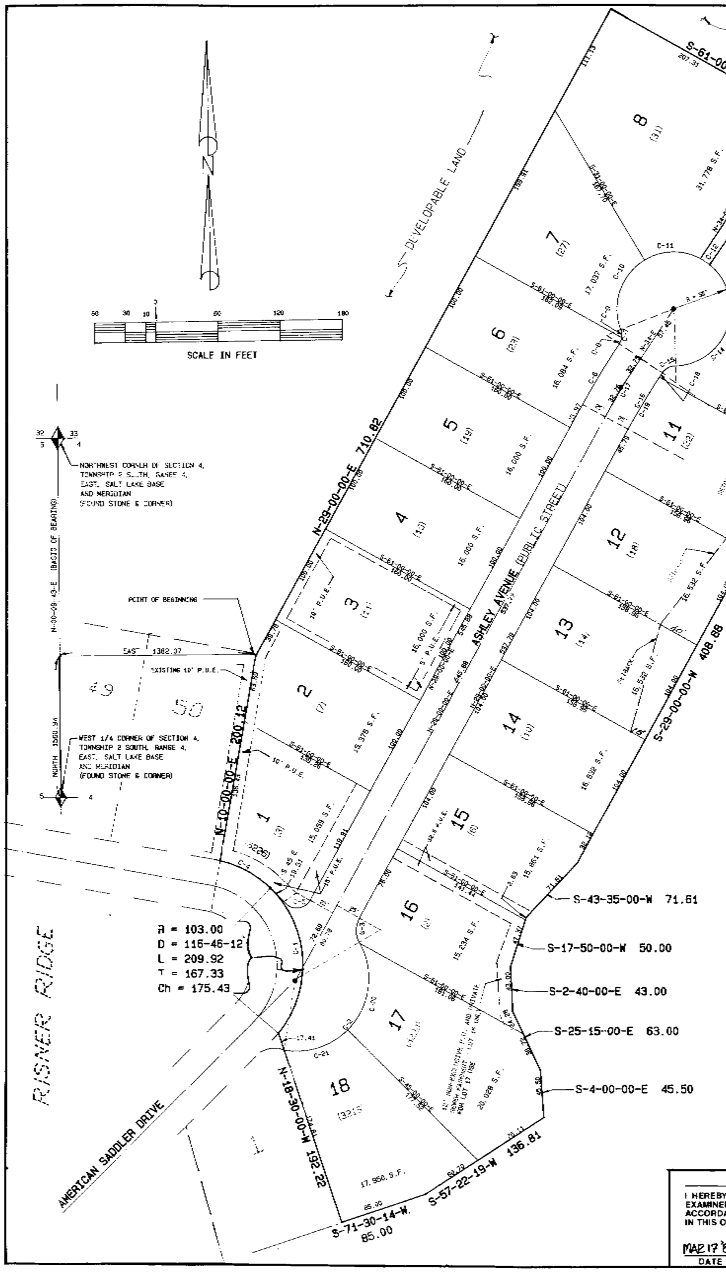
Conditions of Approval:
1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendments for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendments at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plats will be void.

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

PASSED AND ADOPTED this 11th day of September, 2008.

STANDARD SUBDIVISION FORM

RISNER RIDGE NO.2



CURVE TABLE

CURVE No.	Radius	Delta	Length	Tangent	Chord
1	103.00	116°46'12"	209.92	167.33	175.43
2	70.00	129°15'31"	157.92	147.61	126.50
3	25.00	058°14'35"	25.41	13.93	24.33
4	103.00	032°06'03"	57.71	29.63	56.96
5	15.00	106°00'00"	27.75	19.91	23.96
6	775.00	005°00'00"	67.63	33.84	67.61
7	15.00	055°09'00"	14.44	7.83	13.89
8	15.00	025°11'16"	6.59	3.35	6.54
9	15.00	029°57'45"	7.84	4.01	7.76
10	55.00	080°09'00"	76.94	46.27	70.82
11	55.00	059°47'03"	57.39	31.62	54.82
12	55.00	010°25'55"	10.01	5.02	10.00
13	55.00	057°47'03"	55.47	30.35	53.15
14	55.00	082°09'00"	78.86	47.94	72.28
15	15.00	055°09'00"	14.44	7.83	13.89
16	725.00	005°00'00"	63.27	31.65	63.25
17	750.00	005°00'00"	65.45	32.75	65.43
18	725.00	000°23'40"	4.99	2.50	4.99
19	725.00	004°36'20"	58.28	29.15	58.26
20	70.00	074°14'35"	90.71	52.98	84.49
21	70.00	055°00'56"	67.21	36.45	64.66

LEGEND
ALL TYPICAL UTILITY EASEMENTS ARE AS SHOWN ON LOT 3 AND ARE HEREBY DEDICATED ON EACH LOT. ANY EXCEPTION TO THE TYPICAL IS NOTED ON THE LOT.
ALL EASEMENTS ARE NON-EXCLUSIVE.
● = MONUMENTS TO BE SET
(####) = STREET ADDRESS
NOTE ADDITIONAL REAR YARD SETBACK FOR STRUCTURES ON LOTS 10 THRU 15.
FRONT YARD SETBACK IS 15 FEET MINIMUM FOR ALL LOTS.

NOTES:
1. PARK CITY DOES NOT ASSUME SNOWPLOWING RESPONSIBILITY UNTIL 50% OF THE 18 LOTS CONTAIN LEGALLY OCCUPIED STRUCTURES. UNTIL THAT TIME, PROVISION OF ACCESS ACCORDING TO FIRE CODE IS THE RESPONSIBILITY OF THE DEVELOPER AND THE HOME OWNER.
2. HOMES BUILT ON LOTS 2 THROUGH 15 AND LOCATED AT MORE THAN 15 FEET SETBACK MAY REQUIRE PRIVATE WASTE EJECTOR PUMPS.

SURVEYOR'S CERTIFICATE

I, Hooper Knowlton, Jr. do hereby certify that I am a Registered Civil Engineer, and/or Land Surveyor, and that I hold Certificate No. 2761, as prescribed under the laws of the State of Utah. I further certify that by 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 to be known as RISNER RIDGE NO.2 and that the same has been correctly surveyed and staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

REMARKS

Beginning at the Northeast corner of Lot 50, RISNER RIDGE, which point is North 1560.94 feet and East 1382.07 feet from the West quarter corner of Section 4, Township 2 South, Range 4 East, Salt Lake Base & Meridian, and running thence
North 29°00'00" East 710.82 feet; thence
South 61°00'00" East 400.46 feet; thence
South 29°00'00" West 189.68 feet; thence
South 42°00'00" West 140.00 feet; thence
South 29°00'00" West 408.88 feet; thence
South 43°35'00" West 71.61 feet; thence
South 17°50'00" West 50.00 feet; thence
South 02°40'00" East 43.00 feet; thence
South 25°15'00" East 63.00 feet; thence
South 04°00'00" East 45.50 feet; thence
South 57°22'19" West 136.81 feet; thence South 71°30'14" West 85.00 feet to the southeast corner of Lot 1, RISNER RIDGE; thence
North 18°30'00" West 192.22 feet to a point on the arc of a 103.00-foot radius curve to the left whose center bears North 50°19'51" West; thence
Northwesterly 209.92 feet along the arc of said curve through a central angle of 116°46'12"; thence
North 10°00'00" East 200.12 feet to the point of beginning.
(Containing 8.713 acres)

January 5, 1989
DATE

OWNER'S DEDICATION

Know all men by these presents that ___, the ___ undersigned owner( ) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the

RISNER RIDGE NO.2

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.

in witness whereby ___ have hereunto set ___ this ___ day of ___ A.D. 19___

TSUNAMI LAND CORPORATION
Shelley R. Levitz, Secretary

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
County of ___

On the ___ day of ___ A.D. 19___, personally appeared before me, the undersigned Notary Public, in and for said County of ___ in said State of Utah, the signer( ) of the above Owner's dedication, ___ in number, who duly acknowledged to me that ___ signed it freely and voluntarily and for the uses and purposes therein mentioned.

MY COMMISSION EXPIRES ___ NOTARY PUBLIC
RESIDING IN ___ COUNTY

ACKNOWLEDGMENT
STATE OF UTAH S.S.
COUNTY OF Summit
ON THE 21st DAY OF February 19 89 PERSONALLY APPEARED BEFORE ME Shelley R. Levitz
WHO BEING BY ME DULY SWORN OR AFFIRMED, DID SAY THAT She IS/ARE THE secretary OF Tsunami Land Corporation AND THAT THE WITHIN OWNER'S DEDICATION WAS SIGNED IN BEHALF OF SAID Tsunami Land Corporation BY AUTHORITY OF By-Laws AND THE SAID Shelley R. Levitz
ACKNOWLEDGED TO ME THAT SAID Tsunami Land Corporation EXECUTED THE SAME.
MY COMMISSION EXPIRES 9/1/91
Anita Colitti
NOTARY PUBLIC
RESIDING IN Park City, Utah

NOTARY PUBLIC ANITA COLITTI STATE OF UTAH

PLANNING COMMISSION
APPROVED THIS 8th DAY OF March A.D., 1989 BY THE PARK CITY PLANNING COMMISSION.
CHAIRMAN, PARK CITY PLANNING COMM.

RISNER RIDGE NO.2

LOCATED IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN

CITY ENGINEER	APPROVAL AS TO FORM	CITY COUNCIL OF PARK CITY	RECORDED # 306172
I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE. MAR 17 '89 DATE; Eric W. DeHaan, P.E. CITY ENGINEER	APPROVED AS TO FORM THIS 17th DAY OF March A.D. 1989 ATTORNEY	PRESENTED TO THE BOARD OF CITY COUNCIL OF PARK CITY, THIS 16th DAY OF March A.D., 1989, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED. Anita L. Sheldon ATTEST. PARK CITY RECORDER; MAYOR OF PARK CITY	STATE OF UTAH, COUNTY OF Summit RECORDER AND FILED AT THE REQUEST OF Western States Title DATE 3-21-89 TIME 2:37 BOOK ___ PAGE ___ $28.50 FEE $; Alan Spriggs COUNTY RECORDER

"SALT LAKE BLUE"

RISNER RIDGE #2

City Council Staff Report

PARK CITY 1884 PLANNING DEPARTMENT

Subject: 1185 Empire Avenue
Author: Jeff Davis
Date: September 11, 2008
Type of Item: Administrative – Plat Amendment

Summary Recommendation

Staff recommends City Council hold a public hearing and consider approving the 1185 Empire Avenue plat amendment based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Topic

Applicant:	Ted King
Location:	1183, 1185 and 1195 Empire Avenue
Zoning:	Historic Residential (HR-1)
Adjacent Land Uses:	Residential
Reason for Review:	Plat amendments require Planning Commission review and City Council approval

Background

On July 15, 2008 the City received a completed application for a plat amendment. The subject properties are located at 1183, 1185, and 1195 Empire Avenue. The structure located at 1183 and 1185 Empire is a non historic duplex on Lots of 12 and 13 and a portion of Lot 14, Block 27 Snyder's Addition of the Park City Survey. The structure located at 1195 Empire is a non historic home and sits on a portion of Lot 14 and a portion of Lot 15. The other portion of Lot 15 is part of the Maske Subdivision.

The applicant wishes to combine three and three fourths lots of record into two lots of record to facilitate new construction. A building permit cannot be issued for construction across a lot line.

The Planning Commission heard this application at its regular meeting on August 27, 2008, and forwards a positive recommendation. There was no public input.

The Chief Building Official found the structure at 1195 Empire to be unsafe and dangerous. A notice and order to vacate and demolish the structure was issued on October 15, 2007. A Demolition permit was issued to the applicant on November 15, 2007. The structure is vacated, but it is yet to be demolished. The demolition permit was good for 180 days and expired on May 15, 2008. An extension for a demolition permit was requested by the applicant and granted by the Chief Building Official.

Although no plans have been submitted, after demolition the applicant intends on building a new single family home.

Parcels have been created by deed out of the properties. These parcels do not run along the lot lines. A lot line runs through the middle of the structure located at 1195 Empire and two lot lines running through the duplex located at 1183 and 1185 Empire. The City does not allow construction over a lot line and new construction on 1195 Empire would be prohibited without amending the Snyder's Addition to the Park City Survey plat.

The proposed plat would create two lots; one lot would encompass the existing duplex and the other lot would be vacant once the demolition of the non-historic structure at 1195 Empire Avenue occurs. The proposed lot containing the future structure at 1195 Empire would be 75 feet deep and 28.00 feet wide for a lot size of 2,100 square feet. The proposed adjacent lot containing the duplex located at 1183 and 1185 Empire Avenue would be 75 feet deep and 65.75 feet wide for a lot size of 4,931 square feet.

Analysis

Staff finds good cause for this plat amendment. The amended plat would clean up lot lines and bring the duplex located at 1183 and 1185 Empire into compliance.

Duplex located at 1183 and 1185 Empire Avenue

	Permitted	Proposed
Front setback	10'	28' (existing)
Rear setback	10'	13' (existing)
Side setbacks	5' min, 18' total	7.76' on north, 10.29' on south. 18.05 total
Lot size (Duplex)	3,750 square feet minimum	4,931 square feet
Footprint	1,869 square feet maximum	approx. 1,517 (existing)
Parking	2	2 (existing)

The duplex located at 1183 and 1185 Empire is a legal non-conforming structure as the building crosses two lot lines. The proposed combination of Lots 12, 13, and portion of 14 would cure this non-conformity by creating one lot 65.75 feet wide. The lot line currently separating the two structures is only 0.62 feet away from the duplex located at 1183 and 1185 Empire. The applicant is proposing to move the lot line 7.14 feet to the north resulting in a total of 7.76 feet of side setback on the north side of the structure. The south side of the structure has a side setback of 10.29 feet. Table 15-2.2 from Section 15-2.2-3 of the LMC states that lots with widths from 62.5 feet up to 75 feet are required to have a side setback minimum of 5 feet and total of 18 feet. With the proposed lot line adjustment, the applicant would have a side setback minimum of 7.76 feet and a total of 18.05 feet. Therefore, the duplex at 1183 and 1185 Empire would meet the side setback requirements.

Lot located at 1195 Empire Avenue

	Permitted
Front Setback	10’
Rear Setback	10’
Side Setbacks	3’ minimum, 6’ total
Lot Size	1,875 square feet minimum
Footprint	933.1 square feet maximum
Parking	2

The proposed soon to be vacant lot located at 1195 Empire Avenue consists of 2,100 square feet and is 28’ wide and 75’ deep. Size restraints of the lot would prevent a duplex from being built at 1195 Empire as per LMC 15-2.2-3 (A).

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

Department Review
This project has gone through an interdepartmental review. No issues were brought up at that time.

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

Public Input
No public input has been received by the time of this report.

Alternatives
- The City Council may approve the 1185 Empire Avenue plat amendment as conditioned or amended; or
- The City Council may deny the 1185 Empire Avenue plat amendment and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on the 1185 Empire Avenue plat amendment.
- The City Council may remand the item back to the Planning Commission for specific discussion on topics and/or findings.

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

Consequences of not taking the Suggested Recommendation

The lot lines would remain where they currently stand and new construction at 1195 Empire could not take place.

Recommendation

Staff recommends City Council hold a public hearing and consider approving the 1185 Empire Avenue plat amendment and approve based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Exhibits

Exhibit A – Proposed Plat

Draft Ordinance No. 08-

AN ORDINANCE APPROVING THE 1185 EMPIRE AVENUE PLAT AMENDMENT LOCATED AT 1183, 1185, AND 1195 EMPIRE AVENUE, PARK CITY, UTAH.

WHEREAS, the owners of the property located at 1183, 1185, and 1195 Empire Avenue have petitioned the City Council for approval of the 1185 Empire Avenue plat amendment; and

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

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

WHEREAS, the Planning Commission held a public hearing on August 27, 2008, to receive input on the 1185 Empire Avenue plat amendment;

WHEREAS, the Planning Commission, on August 27, 2008, forwarded a positive recommendation to the City Council; and,

WHEREAS, it is in the best interest of Park City, Utah to approve the 1185 Empire Avenue plat amendment.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The 1185 Empire Avenue plat amendment as shown in Attachment 1 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 1183, 1185 and 1195 Empire Avenue in the HR-1 zoning district.
2. Two non-historic structures are located on the property.
3. The subject properties encompass Lots 12, 13, 14, and the southern three fourths portion of Lot 15, Block 14, Snyder’s Addition to the Park City Survey.
4. The applicant intends on creating 2 lots from 3.75 lots.
5. Lot 1 containing the duplex at 1183 and 1185 Empire will have a width of 65.75 feet.
6. The duplex located at 1183 and 1185 Empire is a legal non-conforming structure as the building crosses two lot lines.
7. The LMC requires lots with widths from 62.5 feet up to 75 feet to have a side setback minimum of 5 feet and total of 18 feet.

8. The duplex at 1183 and 1185 Empire will meet the side yard setback requirements.
9. The structure at 1195 Empire was found to be unsafe and dangerous by Ron Ivie, Chief Building Official. A notice and order to vacate and demolish the structure was issued on October 15, 2007.
10. The demolition of 1195 Empire must take place before the recordation of the plat.
11. Lot 2 located at 1195 Empire will have a width of 28 feet.
12. Due to size constraints of the Lot a duplex would not be permitted at 1195 Empire Avenue.
13. A Historic District Design Review is required prior to any development in the Historic Residential District (HR-1).

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 subdivisions.
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.

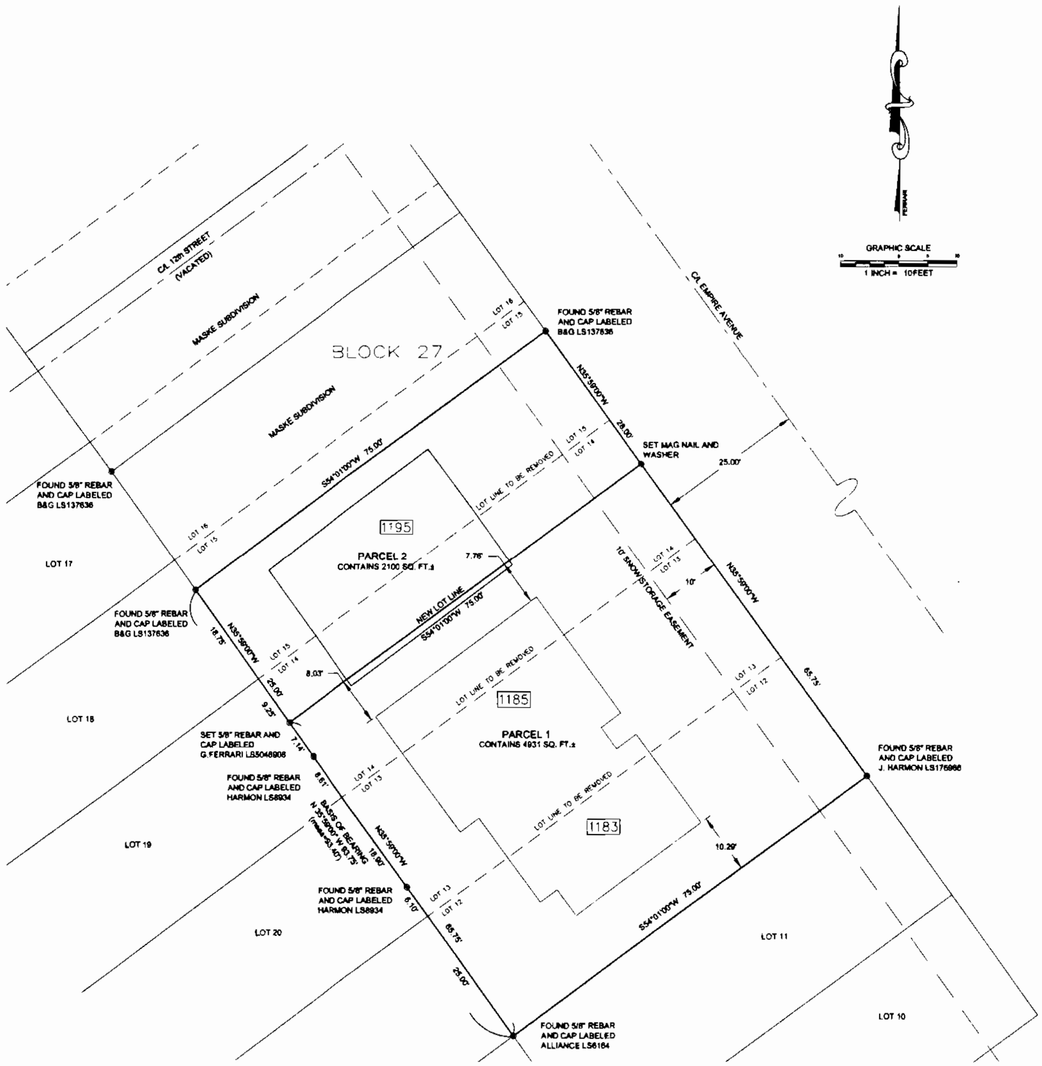
Conditions of Approval:
1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void.
3. The demolition of the structure at 1195 Empire is a condition precedent to plat recordation.
4. No remnant parcels are separately developable.

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

PASSED AND ADOPTED this 11 day of September, 2008.

1185 EMPIRE AVENUE PLAT AMENDMENT

A PLAT AMENDMENT OF LOT 14 BLOCK 27 SNYDERS ADDITION
LOCATED IN SECTION 16
TOWNSHIP 2S RANGE 4E
SALT LAKE BASE AND MERIDAN



SURVEYOR'S STATEMENT

I GREGORY J. FERRARI OF KAMAS, UTAH, CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF UTAH, HOLDING LICENSE NO. 5406908. THIS PLAT AMENDMENT WAS PREPARED UNDER MY DIRECTION IN ACCORDANCE WITH THE REQUIREMENTS OF THE PARK CITY MUNICIPLE CORPORATION. I FURTHER CERTIFY THAT THIS PLAT ACCURATELY REPRESENTS THE SURVEYED PROPERTY.

LICENSED LAND SURVEYOR No. 5046908 GREGORY J. FERRARI STATE OF UTAH

7-14-08

GREGORY J. FERRARI P.L.S. 5046908 EXPIRES MARCH 31, 2009

OWNER'S DEDICATION AND CONSTENT TO RECOR

KNOW ALL MEN BY THESE PRESENTS THAT TED W. KING, THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, TO BE KNOWN HEREAFTER AS THE __________, DOES HEREBY CERTIFY THAT THEY HAVE CAUSED THIS PLAT AMENDMENT TO BE PREPARED. TED W. KING HEREBY CONSENTS TO THE RECORDATION OF THIS PLAT AMENDMENT.

ALSO, THE OWNER, OR HIS REPRESENTATIVE, HEREBY IRREVOCABLY OFFERS FOR DEDICATION TO THE CITY OF PARK CITY ALL THE STREETS, LAND FOR LOCAL GOVERNMENT USES, EASEMENTS, PARKS AND REQUIRED UTILITIES AND EASEMENTS SHOWN ON THE PLAT AND CONSTRUCTION DRAWINGS IN ACCORDANCE WITH AN IRREVOCABLE OFFER OF DEDICATION.

IN WITNESS WHEREOF THE UNDERSIONED SET HIS HAND THIS _____ DAY OF ______, 2008

TED W. KING

ACKNOWLEDGEMENT

STATE OF UTAH:)
COUNTY OF SUMMIT:) SS

ON THIS ____ DAY OF _______ 2008, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID STATE AND COUNTY, ________ BEING DULY SWORN ACKNOWLEDGED TO ME THAT _____ THE OWNERS OF THE HEREON DESCRIBED TRACT OF LAND AND THAT ____ SIGNED THE ABOVE OWNERS DEDICATION AND CONSENT TO RECORD FREELY AND VOLUNTARILY.

MY COMMISSION EXPIRES _______

NOTARY PUBLIC
RESIDING IN ______

LEGAL DESCRIPTION:

PARCEL 1: ALL OF LOT 12, ALL OF LOT 13 AND THE SOUTHERLY 15.75 FEET OF LOT 14 BLOCK 27 SNYDERS ADDITION TO PARK CITY.

PARCEL 2: THE NORTHERLY 9.25 FEET OF LOT 14 AND THE SOUTHERLY 18.75 FEET OF LOT 15 BLOCK 27 SNYDERS ADDITION TO PARK CITY.

LEGEND:

1185 STREET ADDRESS ON EMPIRE AVENUE, TYP.

● MONUMENT AS NOTED

NARRATIVE:

THE PURPOSE OF THIS PLAT AMENDMENT IS TO MOVE THE LOT LINE BETWEEN 1185 EMPIRE AVENUE AND 1195 EMPIRE AVENUE TO MAKE 1195 EMPIRE AVENUE 28 FEET WIDE. ALSO TO COMBINED 1183 EMPIRE AVENUE AND 1185 EMPIRE AVENUE INTO ONE LOT. PLAT AMENDMENT PERFORMED AT THE REQUEST TO TED W. KING.

FERRARI SURVEYING 271W 300N KAMAS, UT 84036 (435) 783-4066	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMACE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ____ DAY OF ____, 2008 A.D. BY ______ S.B.W.R.D.	PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF ____, 2008 A.D. BY ______ CHAIRMAN	ENGINEER'S CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF ____, 2008 A.D. BY ______ PARK CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS ____ DAY OF ____, 2008 A.D. BY ______ PARK CITY ATTORNEY	CERTIFICATE OF ATTEST I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ____ DAY OF ____, 2008 A.D. BY ______ PARK CITY RECORDER	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ____ DAY OF ____, 2008 A.D. BY ______ MAYOR	RECORDED STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF ____ DATE ___ TIME ___ BOOK ___ PAGE ___ FEE RECORDER

City Council
Staff Report

Author:	**Matthew A. Twombly**
Subject:	**Access Easement – Old Town Park**
Date:	**September 11, 2008**
Type of Item:	**Grant of Easement**

Summary Recommendation:
Staff recommends that the City Council grant an Access Easement to the Snyderville Basin Water Reclamation District (SBWRD) for the purpose of accessing the sanitary sewer within the SBWRD's existing easement paralleling Main Street on City and private property.

Description:
Topic: Dedication of the Fairway Access Easement
Background:
As part of the Old Town Park project, the access to the park area is through the vacant lot between #146 and #148 Main Street, remaining from the Bush Replat (see attached easement Exhibit C and survey Exhibit D). SBWRD has an 8" sewer line within two easements running parallel to Main Street at the back of the property (see attached Exhibit D). The easement lies across private property and City owned property.

Because access is so limited in the area, obtaining an access easement across the vacant City owned lot (part of the park) will allow SBWRD to inspect and perform maintenance on the sewer line where access is otherwise blocked by buildings or natural impediments. The easement will be primarily for pedestrian access, however in the event that repairs to the sewer line in the existing easement on the adjacent property require equipment access across the easement, the easement outlines remediation for damage that may occur to the property (See Exhibit A).

Analysis:
The SBWRD has requested a 20' wide Access Easement across Lot 10, Block 20 of the Park City Survey. This is a 25' wide parcel between 146 and 148 Main Street, adjacent to the Bush Replat Subdivision.

For the Old Town Park project improvements the City must obtain an encroachment agreement from the SBWRD for the improvements within their easements. The encroachment agreement will allow for the installation of the bridge and walkway accessing the park. However, it is important to note, that if these improvements are damaged by SBWRD the City must bear the cost of replacement or repair. The park improvements within the existing easements are portions of the bridge, the concrete walk with railings, irrigation lines and a few plantings. If the sewer line within the existing easement needs repair staff does not believe the cost of replacement to these improvements warrants not proceeding with the construction of the park improvements within the easement. The Park is addressed as 130 Grant Avenue. The encroachment agreement is attached as Exhibit B.

Department Review:
City Manager, Legal, Sustainability, Engineering and Recreation departments have reviewed this report.

Alternatives:

Approve the Request:
Where both parties benefit from the Access Easement and the Encroachment Agreement staff recommends the City Council dedicate an Access Easement to SBWRD.

Deny the Request:
Denying the request would not allow SBWRD access to their sewer line and jeopardize the City's request for an encroachment agreement for the Old Town Park.

Continuance:
Delaying a decision would delay the proposed schedule on the Old Town Park project.

Do Nothing:
Same effect as delay.

Significant Impacts:
Possible impacts to the park improvements are addressed in the easement.

Consequences of not taking the recommended action:
Delay would impact the Old Town Park project schedule.

Recommendation:
Staff recommends that the City Council grant Access Easement to the Snyderville Basin Water Reclamation District (SBWRD) for the purpose of accessing the sanitary sewer within the SBWRD's existing easement paralleling Main Street on City and private property.

Exhibit A: Access Easement
Exhibit B: Encroachment Agreement
Exhibit C: Access Easement Drawing
Exhibit D: Old Town Park area property survey

EXHIBIT A

When recorded please return to:
Snyderville Basin Water Reclamation District
Attn: District Engineer

Parcel ID #: <u>PC-253-X</u>

GRANT OF ACCESS EASEMENT
FOR ACCESS TO WASTEWATER COLLECTION AND
TRANSPORTATION PIPELINE(S) AND APPURTENANCES

Park City Municipal Corporation, Grantor, does hereby convey and warrant to the Snyderville Basin Water Reclamation District, a local District of the state of Utah, (the District) Grantee, of Summit County, Utah, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, a perpetual right of ingress and egress over, across, and through the premises of the Grantor situated in Summit County, Utah which are more specifically described as follows:

A parcel of land located in the southeast quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:
Beginning at the northwest corner of Lot 10, Block 20, Amended Plat of Park City; and running thence along the northerly boundary of said Lot 10 South 81°31’00” East 49.05 feet to the westerly boundary of an easement recorded as Entry No. 209044, Book 268, Page 372, in the office of the Summit County Recorder; thence along the westerly boundary of said easement South 13°17’58” West 20.07 feet; thence North 81°31’00” West 47.36 feet to the westerly boundary of Lot 10, Block 20; thence along the westerly boundary of Lot 10, Block 20 North 08°29’00” East 20.00 feet to the point of beginning.

Description contains 0.02 acres.

Also granting to the Snyderville Basin Water Reclamation District the right to trim, clear or remove, at any time from said right-of-way any tree, brush, structure or obstruction of any character whatsoever, which in the sole judgment of the Grantee may limit the accessibility of the easement; the Grantee shall restore or compensate the Grantor for any damages to the infrastructure, landscaping, paths, railings or parcel within the easement as documented by the Grantor. The easement herein is subject to the condition that the Grantee shall indemnify and hold harmless the Grantor, its heirs and successors against all liability caused by the acts of the Grantee, its contractors or agents, during the use of the easement provided for herein; the Grantor’s right to indemnification or to be held harmless by the Grantee under the terms of this paragraph are expressly conditioned upon prompt and immediate notice to the Grantee of any claim or demand which would cause a claim against the Grantee and upon the Grantee’s right to defend any claim against the Grantor which would cause a claim of indemnification against the Grantor. This provision shall not be interpreted or constructed to waive the rights of the Grantee to the affirmative defenses to the claims provided under the Utah Governmental Immunity Act.

WITNESS the hand of said Grantor this _____ day of ________________ , 200__.

GRANTOR: **PARK CITY MUNICIPAL CORPORATION**

____
Dana Williams, Mayor

Attest:

____
City Recorder's Office

EXHIBIT B

When recorded please return to:
Snyderville Basin Water Reclamation District
Attn: District Engineer

Parcel ID #:

ENCROACHMENT AGREEMENT
FOR A PEDESTRIAN BRIDGE WITHIN
A WASTEWATER SYSTEM EASEMENT

THIS AGREEMENT is made by and between Park City Municipal Corporation (Property Owner) and Snyderville Basin Water Reclamation District (SBWRD) to set forth the terms and conditions under which the SBWRD will permit Park City Municipal Corporation to build, maintain, and use certain improvements located within a wastewater system easement recorded in the Summit County Recorder's Office as Entry 209044 , Book 268, page 372 and located at *60 North Main, PO Box 128, Coalville, UT. 84017*

The District and the Property Owner hereby agree in consideration of the mutual promises and convenants of the parties as follows;

1. This encroachment agreement shall be appurtenant to the following described property: *130 Grant Avenue, Park City, UT., Lot 10* Block 20 and is subject to all the terms and conditions contained in this agreement.

2. The Property Owner improvements permitted within the wastewater system easement shall consist of *a 8'x6' pedestrian foot bridge . ADA accessible. Additionally, a 5' concrete walkway with railings, irrigation lines, and some plantings.*.

3. SBWRD may, at some future date, elect to make repairs and/or improvements to the wastewater system at this location. To the extent that any wastewater system improvements require the removal, relocation, replacement, and/or destruction of the permitted Property Owner improvements the Property Owner may have been using above the wastewater system, the Property Owner waives any right to compensation for the loss of these permitted improvements. This waiver of compensation, in the event the Property Owner improvements are removed for any reason whatsoever in the sole determination of SBWRD, is the consideration given for the granting of this Encroachment Agreement.

4. Prior to wastewater system repairs or improvements in a manner that will require the removal or relocation of the permitted Property Owner improvements, SBWRD will endeavor to give the Property Owner 24 (twenty-four) hours notice, in which time the Property Owner shall make adjustments and remodel the permitted improvements to accommodate the improvements at the Property Owner's cost. SBWRD will attempt to save as much of the Property Owner improvements as possible but in no way guarantees any salvage value whatsoever. The Property Owner specifically acknowledges that this agreement contemplates the loss of any use of their permitted improvements.

5. The property interest hereby created is a revocable agreement, and not an easement or other perpetual interest. No interest shall be perfected under the doctrines of

adverse possession, prescription, or other similar doctrines of law based on adverse use, as the use hereby permitted is entirely permissive in nature.

6. This agreement shall be in effect until it is revoked by the SBWRD. Revocation shall be effected by the SBWRD recording a notice of revocation with the Summit County Recorder and sending notice to the Property Owner.

7. Notices. Any and all notices required or permitted hereunder shall be given in writing and personally delivered, delivered by certified mail, return receipt requested, postage prepaid, or delivered by generally recognized overnight courier providing proof of delivery, addressed as follows:

To Grantee: Snyderville Basin Water Reclamation District
2800 Homestead Road
Park City, UT 84098

To Property Owner: Park City Municipal Corporation
PO Box 1480
Park City, UT. 84060

DATED this ________________day of ________________, 20___ .

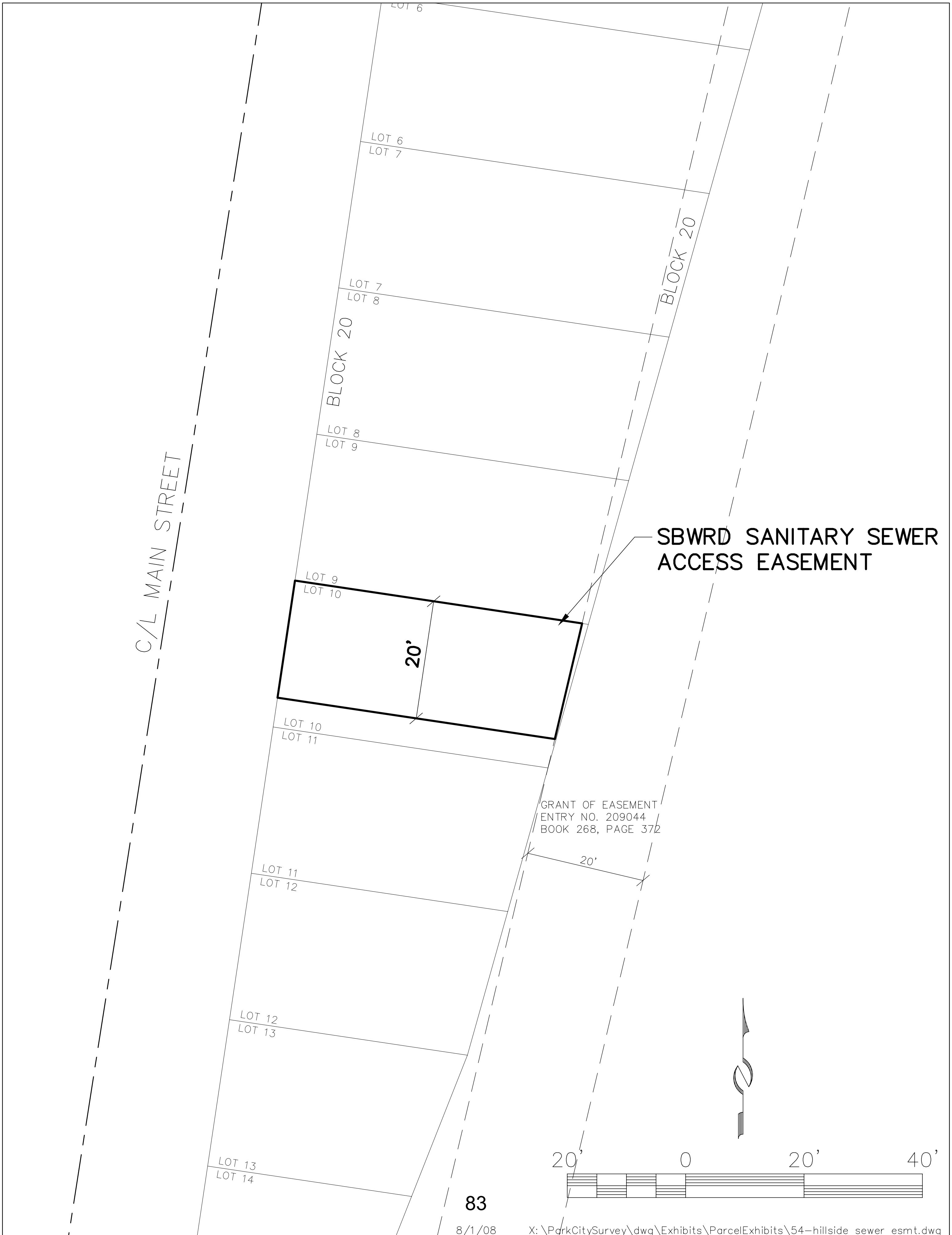
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

____
SBWRD District Engineer

STATE OF UTAH)
ss
COUNTY OF SUMMIT)

On the _____ day of ___________, 20___, personally appeared before me ____ who, being first duly sworn and upon oath, and in full recognition of the penalty for perjury in the State of Utah, did acknowledge to me that he is an authorized representative of ____________________________, and that he signed the foregoing instrument on their behalf.

______________________________.
Notary Public

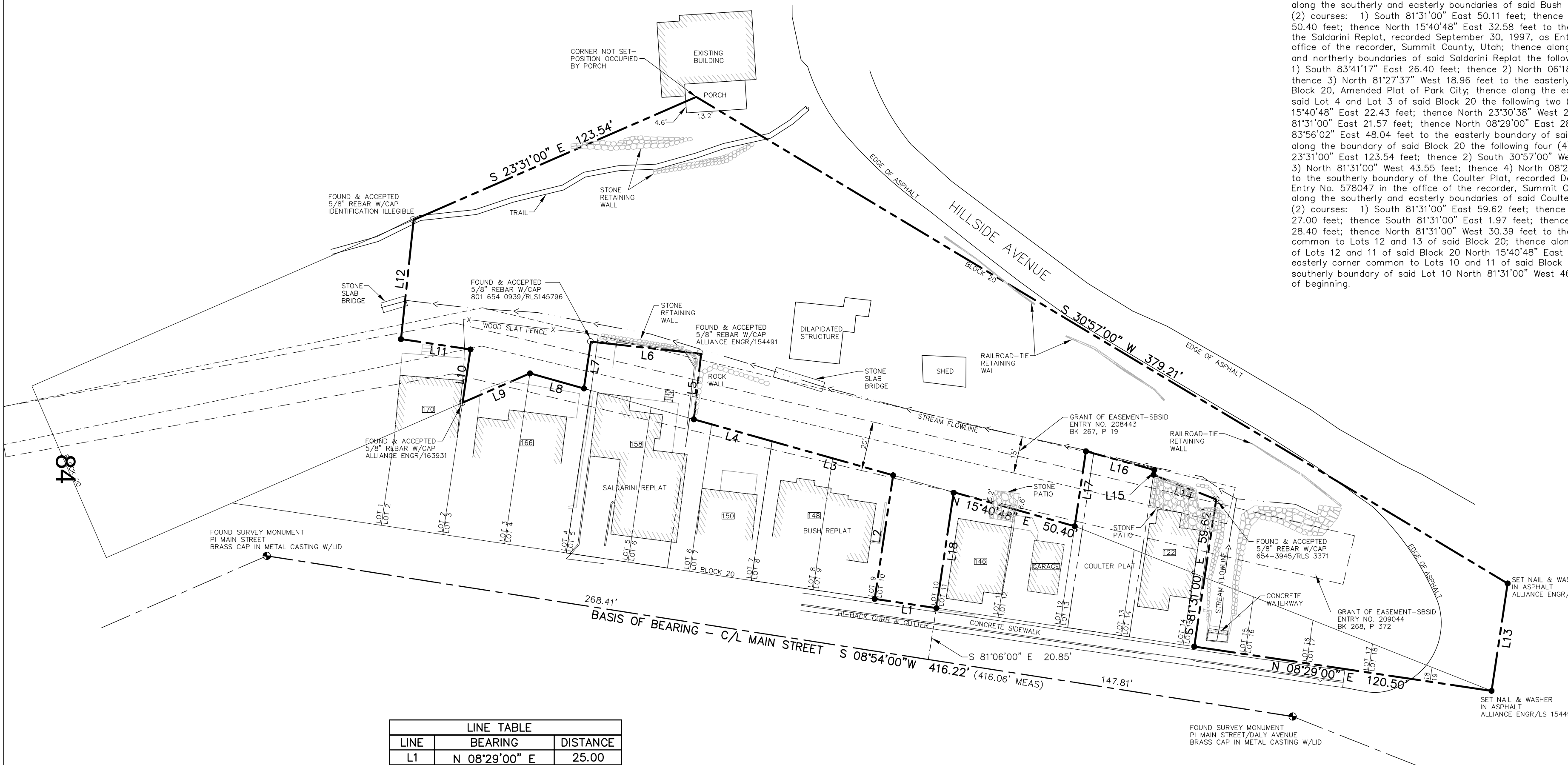


8/1/08 X:\ParkCitySurvey\dwg\Exhibits\ParcelExhibits\54-hillside sewer esmt.dwg

LEGAL DESCRIPTION

A parcel of land located in the southeast quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at the southwesterly corner of Lot 10, Block 20, Amended Plat of Park City; and running thence along the westerly boundary of said Lot 10 North 08°29'00" East 25.00 feet to the northerly boundary of Lot 10, said point also being on the southerly boundary of the Bush Replat, recorded July 31, 2006, as Entry No. 785228 in the office of the recorder, Summit County, Utah; thence along the southerly and easterly boundaries of said Bush Replat the following two (2) courses: 1) South 81°31'00" East 50.11 feet; thence 2) North 15°40'48" East 50.40 feet; thence North 15°40'48" East 32.58 feet to the southerly boundary of the Saldarini Replat, recorded September 30, 1997, as Entry No. 488537 in the office of the recorder, Summit County, Utah; thence along the southerly, easterly and northerly boundaries of said Saldarini Replat the following three (3) courses: 1) South 83°41'17" East 26.40 feet; thence 2) North 06°18'43" East 44.44 feet; thence 3) North 81°27'37" West 18.96 feet to the easterly boundary of Lot 4, Block 20, Amended Plat of Park City; thence along the easterly boundaries of said Lot 4 and Lot 3 of said Block 20 the following two (2) courses: 1) North 15°40'48" East 22.43 feet; thence North 23°30'38" West 29.48 feet; thence South 81°31'00" East 21.57 feet; thence North 08°29'00" East 28.17 feet; thence South 83°56'02" East 48.04 feet to the easterly boundary of said Block 20; thence along the boundary of said Block 20 the following four (4) courses: 1) South 23°31'00" East 123.54 feet; thence 2) South 30°57'00" West 379.21 feet; thence 3) North 81°31'00" West 43.55 feet; thence 4) North 08°29'00" East 120.50 feet to the southerly boundary of the Coulter Plat, recorded December 6, 2000, as Entry No. 578047 in the office of the recorder, Summit County, Utah; thence along the southerly and easterly boundaries of said Coulter Plat, the following two (2) courses: 1) South 81°31'00" East 59.62 feet; thence 2) North 21°31'23" East 27.00 feet; thence South 81°31'00" East 1.97 feet; thence North 15°15'23" East 28.40 feet; thence North 81°31'00" West 30.39 feet to the easterly corner common to Lots 12 and 13 of said Block 20; thence along the easterly boundary of Lots 12 and 11 of said Block 20 North 15°40'48" East 50.40 feet to the easterly corner common to Lots 10 and 11 of said Block 20; thence along the southerly boundary of said Lot 10 North 81°31'00" West 46.95 feet to the point of beginning.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 08°29'00" E	25.00
L2	S 81°31'00" E	50.11
L3	N 15°40'48" E	50.40
L4	N 15°40'48" E	32.58
L5	S 83°41'17" E	26.40
L6	N 06°18'43" E	44.44
L7	N 81°27'37" W	18.96
L8	N 15°40'48" E	22.43
L9	N 23°30'38" W	29.48
L10	S 81°31'00" E	21.57
L11	N 08°29'00" E	28.17
L12	S 83°56'02" E	48.04
L13	N 81°31'00" W	43.55
L14	N 21°31'23" E	27.00
L15	S 81°31'00" E	1.97
L16	N 15°15'23" E	28.40
L17	N 81°31'00" W	30.39
L18	N 81°31'00" W	46.95

NOTES

1. Basis of survey: Found survey monuments as shown.
2. Property corners were set or found as shown.
3. Date of survey: January 14, 2008
4. Property location: Section 16, T2S, R4E, SLB&M
5. Improvements on the property are as shown.

LEGEND

- Found survey monument
- Set 5/8" iron rod w/cap ALLIANCE ENGR/LS 154491, unless otherwise noted
- Found rebar & cap

30' 0 30' 60'

(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
MARTY MORRISON
BLAKE MYERS
CHIP TOMSUDEN

DATE: 2/7/08

BOUNDARY SURVEY
A PORTION OF BLOCK 20 AMENDED PLAT OF PARK CITY

FOR: PARK CITY MUNICIPAL CORPORATION
JOB NO.: 10-10-07
FILE: X:\ParkCitySurvey\dwg\srv\srvy2007\101007.dwg

SHEET 1 OF 1

City Council
Staff Report

Subject:	**Old Town Neighborhood Park**
Author:	**Matthew A. Twombly**
Department:	**Sustainability**
Date:	**September 11, 2008**
Type of Item:	**Award of Construction Contract**

Summary Recommendation:
Staff requests authorization to proceed with the Old Town Neighborhood Park project and authorize the City Manager to enter into a construction contract in a form approved by the City Attorney's Office with DRD Paving, LLC., in the amount of One Hundred Twenty One Thousand Nine Hundred Thirteen Dollars ($121,913).

Description:
Topic: Award of Construction Contract for the Neighborhood Parks project
Background:
In 2003, City Council directed the Recreation Advisory Board (RAB) and staff to proceed with the formation of a Neighborhood Parks Committee in order to solicit input from neighborhood parks area residents and plan for the (re)construction of Parks in the neighborhoods throughout the City.

On May 23 of 2007 RAB conducted a neighborhood input meeting on site for the concept plans. On September 20, 2007 Council directed RAB and staff to proceed with the Old Town Park design and engineering. During Council Visioning staff and RAB were directed to also include the Old Sewer Treatment Plant Site as a neighborhood park. In January of 2008 Staff advertised an RFP for the design and engineering of the two parks. On March 6, 2008, Council awarded the Service Provider contract to IBI Group for the design and engineering of the two parks.

On May 29, 2008 Council received an update by Manager's report; that staff and the architect were proceeding with the construction documents for the Old Town Park based upon the concept plan developed in May of 2007. Staff updated Council on August 21, 2008 on the conceptual design of the Creekside Park (Old Sewer Treatment Plant site) and received direction to proceed into design development and construction documents for the Creekside Park. This report for award is only for the Old Town Park at 130 Grant Ave (between Hillside and Main).

The Old Town Park project includes: an ADA ramp, a wood bridge over the creek, seating area of stone and boulders, shade structure, lawn area, drinking fountain, plantings, crushed stone path, irrigation, and bike rack.

Staff has been working with IBI Group, Alliance Engineering and Snyderville Basin Water Reclamation District on an encroachment agreement to construct the bridge and walkway within their sewer easement on the property. To help offset the encroachment agreement needed for the park, staff worked with the District on granting an Access Easement to the District across the City owned property on Main Street.

Analysis:
The project was advertised in the legal notices of the Park Record on August 13, and August 16, 2005; and in the Salt Lake Tribune on August 14, and August 15, 2005. There were eleven plan holders and five responsive bidders for the project: DRD Paving LLC., was the low bidder at $109,231 for the base bid and $12,682 for Additive Alternate #1 (boulders and crushed stone path) for a total of $121,913; then Ridge Rock Inc., at $131,241; then Chad Broderick Construction at $169,500; then Action Snowplow and Landscape at $197,300 and finally JLR Inc., at $197,500. In May staff presented the Architect's probable cost estimate at $170,000.

Department Review:
City Manager, Sustainability, Recreation

Alternatives:

Approve the Request:
Authorize the City Manager to execute a construction contract in a form approved by the City Attorneys Office to DRD Paving LLC, in the amount of One Hundred Twenty One Thousand Nine Hundred Thirteen Dollars ($121,913).

Deny the Request:
The area would remain in its current state. The site would require removal of the fallen structure and soils remediation.

Continuance:
Delaying a decision would delay the proposed schedule on the Park construction; substantially complete by December 1, 2008. Planting may be postponed until Spring depending on the weather.

Do Nothing:
Same effect as delaying the project.

Significant Impacts:
There is currently approximately $1 million budgeted for the Old Town Neighborhood Park and the Creekside Park.

Consequences of not taking the recommended action:
Delaying a decision would jeopardize the desired schedule for completion this year.

Recommendation:
Staff recommends that Council authorize the City Manager to execute a construction contract in a form approved by the City Attorneys Office to DRD Paving LLC, in the amount of One Hundred Twenty One Thousand Nine Hundred Thirteen Dollars ($121,913).

Attachments
Exhibit A: Construction Agreement
Exhibit B: Cost Benefit Worksheet

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____________, 2008, by and between PARK CITY MUNICIPAL CORPORATION, P O Box 1480, Park City UT 84060, a municipal corporation of the state of Utah (hereinafter "City"), and DRD Paving LLC, 27 West 3900 South, Murray, UT 84107, which is a (*check one*) ___ corporation ___ partnership ___ sole proprietorship _✓_ limited liability company (hereinafter "Contractor").

PURPOSE: For the project known as the OLD TOWN NEIGHBORHOOD PARK (hereinafter "Project") located at 130 Grant Avenue between Hillside Avenue and Main Street, which consists of mobilization, remove and discard collapsed garage, excavation, water line and meter installation, footings and foundation, bridge or culvert construction, furnish and install rock retaining wall, concrete ramp and handrails, furnish and install boulders, irrigation system, furnish and install drinking fountain, furnish and install topsoil, crushed stone path, plantings, and miscellaneous other work and cleanup.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

SECTION 1. SCOPE OF WORK. Contractor shall furnish all labor, materials and equipment to complete the Project, consisting of the work described in the Information for Bidders as the Basic Bid, as specifically set out in the contract specifications, which is made a part hereof by reference, herein called the "Project."

The Project will be bound by the specifications referenced herein, according to the Advertisement for Bid, the Information for Bidders, the General Project Requirements and Specifications provided by City, the Bid of the Contractor, Bid Bond, Drawings, Notice of Award and Notice to Proceed, collectively referred to as the Contract Documents, all of which are incorporated herein by reference and on file in the Sustainability Department. To the extent that this Agreement conflicts in any way with a proposed form agreement which may have been submitted as part of the bid specifications, this Agreement shall control.

If any of the work performed by Contractor in any phase of the Project does not meet City standards as outlined in the bid documents and specifications, then Contractor shall immediately repair or correct the work at no additional cost to City.

A. SUBCONTRACTORS. No part of this contract shall be subcontracted by the Contractor without prior written approval by City through the Project Manager/Engineer. The Contractor shall be fully responsible to the City for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall, within ten (10) days of submittal of request for final payment, include an affidavit showing satisfactory evidence that all claims of subcontractors, laborers and material men who supplied services or materials to the Project have

been fully paid, discharged, or waived. The Contractor shall submit lien waivers for each pay release.

If the City reasonably believes that Contractor has failed to pay Subcontractors, material men, or laborers for work on the Project within a reasonable time of when payment is due, then City may, after having notified the Contractor, either pay unpaid bills or withhold from the release of Contractor's payment bond for this Project, a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged and a ten percent (10%) fee for administering such claims.

B. STANDARDS OF WORKMANSHIP. Contractor shall demonstrate workmanship equal to or better than current industry standards for this Project. Where Park City specifications exist (for example, asphalt, concrete, irrigation, sprinkling system and landscaping), they shall provide the benchmark for determination of acceptability.

C. INSPECTION AND TESTING. All materials and equipment used in the construction shall be subject to inspection by the Project Manager/Engineer. If laws, ordinances, rules or regulations of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than Project Manager/Engineer, the Contractor shall give the Project Manager/Engineer timely notice of readiness. Inspections, tests or approvals by the City or appropriate authorities will not relieve the Contractor from obligations to perform the work in accordance with the requirements of the Contract Documents and/or provisions. The Project Manager/Engineer and other designated persons will at all times have access to the work. All work shall ultimately be inspected for final acceptance by the Project Manager/Engineer within a reasonable time upon receipt of notice from the Contractor that work is complete and ready for final inspection.

During construction, the work will be inspected and observed by the Project Manager/Engineer or his designated representative. All work that is deficient or does not meet specifications shall be removed and replaced with proper material at Contractor's expense.

D. WARRANTY. Contractor warrants that all materials and supplies used in the construction of the Project shall be new, except as otherwise agreed to in writing by the City's Representative. All materials, equipment, parts and labor and any necessary corrections to the Project shall be guaranteed for a period of one (1) year following the date of substantial completion of the Project under the terms of the performance bond.

SECTION 2. PERFORMANCE AND PAYMENT BONDS. Contractor shall furnish to the City payment and performance bonds satisfactory to the City guaranteeing Contractor's payment and performance, in the amount, for each separately, of one hundred percent (100%) of the Contract Amount.

SECTION 3. INSURANCE. Unless otherwise specified in the bid documents, the Contractor 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 Contractor, their agents, representatives, employees, or subcontractors.

The Contractor shall provide a Certificate of Insurance evidencing:

A. Automobile Liability insurance with limits no less than five hundred thousand dollars ($500,000) combined single limit per accident for bodily injury and property damage.

B. Commercial General Liability insurance written on an occurrence basis with limits no less than two million dollars ($2,000,000) combined single limit per occurrence and four million dollars ($4,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if specifically requested; and employer's liability. The Contractor shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63-30d-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

C. Workers Compensation insurance written on an occurrence basis with limits no less than one half million dollars ($500,000) combined single limit per occurrence.

The City shall be named as an additional insured on the insurance policies and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The City reserves the right to request certified copies of any required policies.

The Contractor'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.

SECTION 4. CONTRACT AMOUNT, ACCEPTANCE OF WHOLE, ADDITIONS. City shall pay Contractor the total sum of One Hundred Twenty One Thousand Nine Hundred Thirteen Dollars ($121,913.00) ("Contract Amount") for all work and materials expended to complete this Project, which shall include the cost of all bonds, insurance, and all charges, fees, permits (including water and sewer fees, unless waived), expenses or assessments of whatever kind or character that are or may be necessary to complete this Project, including any additive alternates listed within the Scope of Work described in Section 1.

SECTION 5. PERMITS AND FEES. As set out in Section 4 above, the Contract Amount includes the price of all normally applicable fees and permits. The City may, at its discretion, arrange for the waiver of certain fees, permits and expenses.

SECTION 6. TERMS OF PAYMENT. The City shall pay for services provided hereunder according to and in an amount not to exceed that detailed in the attached payment schedule (Attachment A) and only upon Contractor's request on forms approved by and submitted to the Project Manager. The City shall make payment within thirty (30) days thereafter. Requests for a more rapid payment may be considered if a discount is offered for early payment. At no time shall the aggregate amount of money paid to the Contractor in proportion to the Contract Amount be greater than the proportion of the work performed at that point to the total Project work. No payment shall be made for any service rendered by the Contractor except for services set forth and identified in this Agreement. The City reserves the right to withhold payment in whole or part from the Contractor for non-compliance with the provisions of the Contract Documents.

A. RETAINAGE. The City may, in its sole discretion; (1) retain five percent (5%) of the value of all work done and materials or equipment supplied as part security for the fulfillment of the Agreement by the Contractor; or (2) retain the final payment of up to five percent (5%) of the total project amount. As work nears completion and solely at the City's discretion, the City may reduce the retainage to an amount more in line with the work remaining. The City reserves the right to retain all amounts previously withheld or due, including any liquidated damages, until all services specified herein are complete.

Any money withheld pursuant to this section shall be placed in an interest bearing account and the interest shall also be payable to the Contractor upon final payment.

Before final payment is made, the Contractor must submit evidence satisfactory to the City that all payrolls, material bills, subcontracts and all outstanding indebtedness in connection with the Project have been paid for.

The City may withhold a reasonable amount of the payment bond sufficient to cover any outstanding indebtedness or monies owed or claimed by any person who supplied work or materials to the Project plus ten percent (10%) of such indebtedness as the City's cost of administering such claims until Contractor supplies a release satisfactory to the City, signed by all persons who have supplied labor or materials to the Project or, at the City's option if no claim is made, until 105 days after the date on which any person performed the last of the labor or supplied the last of the material for the Project and upon written request from the Contractor.

The Contractor shall supply to the Project Manager/Engineer within a reasonable time after his request a signed statement verifying all the suppliers, subcontractors and other persons who have supplied labor or materials to the Project.

B. FINAL PAYMENT. Acceptance by the Contractor of the final payment from the City shall release the City of all claims, demands and liability of the Contractor, its officers, agents, employees and subcontractors, whether communicated or not by the Contractor, except with respect to those matters referred to in writing delivered to the Contractor and approved in a signed writing by the Project Manager.

SECTION 7. COMPLETION TIME. The work on this Project shall commence within ten days of receipt of the Notice to Proceed and shall be completed by **December 1, 2008**. Work stoppage due to inclement weather conditions and other factors must be approved in writing by the Project Manager. Inclement weather shall not otherwise constitute cause for delay. Unless otherwise agreed by the City by Change Order, no damages shall become due to Contractor for City caused delay. A Change Order for delay will generally be accepted for delay so excessive and unreasonable that it is beyond the scope of the Contract or delay attributed to direct, active or willful interference by the City. The Change Order must be based upon actual damages sustained by the Contractor which are directly attributed to the delay.

In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, the Contractor agrees to pay the City **Fifty Dollars ($50.00)**, which the parties believe, due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

SECTION 8. ADDITIONAL WORK/CHANGE ORDERS. The City may enlarge or reduce the work to be performed by Contractor hereunder by written notification to Contractor, including changes to the plans and specifications. The City shall pay Contractor for any additional work so requested, and shall reduce the payment to the Contractor for any reduction in labor, materials, overhead and profit margin resulting from the reduction in the work. Except as the City shall so notify the Contractor in writing, it is understood and agreed by the parties hereto that no money will be paid to the Contractor for any new or additional labor or materials furnished unless a written modification is agreed to in a document signed by both parties.

The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in order of precedence listed below:

A. An agreed lump sum; or in the event the parties cannot agree; then

B. The unit rate for the work bid by the Contractor, if applicable, or in the event there was no such rate bid; then

C. The actual cost for: (1) labor; (2) materials; (3) supplies; (4) equipment; (5) direct overhead (not to exceed 5% of the sum total of items 1-4, unless approved by the City); and (6) other services necessary and approved by the City to complete the work. In the event of a net increase in the Contract Amount for a change order as a whole, the City shall allow a payment to the Contractor of an additional ten percent (10%) of the actual cost of the work, not including direct overhead or bond costs, to cover the cost of general overhead and profit. The Contractor may also charge the City for actual cost of the net increase in bond costs as a result of the overall change to the Contract Amount. The City specifically reserves the right to request documentation, including but not limited to payroll stubs, bond bills, and invoices, to validate the Contractor's calculations.

SECTION 9. DISPUTES. Except as otherwise provided in this Agreement, any disputes concerning a question of fact arising under this Agreement which is not disposed of by Agreement shall be decided by the City. The decision of the City shall be final and conclusive unless, within thirty (30) days from the date of receipt of such decision, the Contractor shall mail or otherwise furnish the City a written signed appeal addressed to the Project Manager/Engineer. In connection with any appeal proceeding under this clause, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of the contract and in accordance with the City's decision. The decision of the City shall be final and conclusive, but shall not be arbitrary or unreasonable. Although this Contract has been drafted by the City, the Contractor expressly agrees that any ambiguity herein shall be resolved in favor of the City.

SECTION 10. DEFAULT, REMEDY AND TERMINATION. The City may terminate this agreement upon the occurrence of one or more of the following events:

A. If Contractor or any Subcontractor should substantially violate any of the provisions of this contract;

B. If Contractor substantially fails to perform any part of this Agreement;

C. If Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or substantially fails to provide services under this Agreement for a period of seventy-two (72) hours;

D. If Contractor (1) shall become insolvent in a bankruptcy sense; (2) shall be generally not paying its debts as they become due, or within a reasonable time thereafter; (3) shall suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a custodian (as that term is defined in 11 U.S.C. '101[10]), receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains undismissed for a period of ninety (90) days; (4) shall suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of ninety (90) days; (5) shall suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of ninety (90) days; (6) shall be dissolved; (7) shall become the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains undismissed for a period of ninety (90) days; (8) shall voluntarily suspend substantially all of its business operations; (9) shall be merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (10) shall take action for the purpose of any of the foregoing,

After serving ten (10) days written notice on the Contractor and its surety of its intention to terminate the services of Contractor, and if within ten (10) days after serving such notice, the violation is not corrected to City's reasonable satisfaction, the City then may take over the work and prosecute it to completion by contract or by any other method it may deem advisable at the expense of the Contractor. The Contractor and the bonding company shall be liable to the City for any reasonable cost occasioned by the City in excess of the amount agreed for the service herein.

The Contractor shall be entitled to a hearing before a City hearing officer upon the issue of termination if it submits a written request therefore within seven (7) days of the service of the notice of the City's intent to terminate. The Contractor shall be entitled to be heard at such hearing on the issue of termination. The Contractor shall not bring an action against the City, its officers, agents or employees arising out of or relating to the termination of this Agreement before the decision is issued by the City's hearing officer(s).

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement, unless stated to be such in writing, signed by the City's authorized representative.

The Contractor shall continue the performance of this agreement to the extent not terminated under the provisions of this section.

The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

SECTION 11. HOLD HARMLESS INDEMNIFICATION. The Contractor clearly and unequivocally agrees to indemnify and to hold the City and its agents, employees, and officers, harmless from and shall process and to 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 Contractor's 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 Contractor or others; and provided further, that nothing herein shall require the Contractor 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 Contractor expressly agrees that the indemnification provided herein constitutes the contractor's waiver of immunity under Utah Code Section 34A-2-105 for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

SECTION 12. CONTROLLING LAW. These general conditions shall be construed in accordance with and enforced under the laws of the State of Utah. Any action of law, suit in equity, or judicial proceeding for the enforcement of the Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

SECTION 13. ASSIGNMENT. The Contractor shall not assign nor transfer any interest in this agreement without the prior written consent of the City, provided however, that claims for compensation due or to become due the Contractor from the City under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment shall be promptly furnished to City.

SECTION 14. SAFETY AND TRAFFIC CONTROL. Contractor shall take all reasonable precautions to protect the safety of pedestrians, school children, motorists, and others who may use or come near to the Project site, including but not limited to compliance with the Manual of Uniform Traffic Control Devices.

SECTION 15. SAFETY AND PROTECTION OF THE WORK. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the project work. Contractor shall provide reasonable protection to prevent damage, injury or loss to employees on the Project work and all other persons who may be affected thereby, materials and equipment, whether on or off the site, and other property at the work site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. In addition, the Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by the existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, setting safety regulations, and notifying owners and user of adjacent utilities.

The Contractor shall promptly remedy all damage or loss to any property referred to in this Section caused in whole or in party by the Contractor, any subcontractor, sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except for acts or omissions by the City or anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable, and not attributable to the fault or negligence of the Contractor. Contractor shall remove from the site all cuttings, debris, equipment and unused material.

SECTION 16. UNENFORCEABLE CONTRACT, WAIVERS. In the event that any provision of this contract shall be ruled invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same provision by the other party.

SECTION 17. ENTIRE AGREEMENT. This contract represents the entire integrated agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written modification signed by both parties.

SECTION 18. COMMENCEMENT OF WORK. Contractor will commence work as required by the specifications within ten calendar days after receiving the NOTICE TO PROCEED.

SECTION 19. UTILITIES. The right is reserved to the owners of public utilities and franchises to enter upon the street or work site for the purpose of making repairs or changes of their property that may become necessary by the work. The City shall also have the privilege of entering upon the street or work site for the purpose of repairing culverts, storm drains, water system repairs or adjustments and any and all other necessary City work.

The Contractor takes the whole risk, responsibility and expense with respect to the location of utilities, and in working with utility owners about locating, moving, repairing, and modifying utilities. All utility locations shown on the plans and specifications are approximate and are marked on the plans, if at all, only for convenience. The City makes no representation about the location of any such utilities, and Contractor is encouraged to contact utility companies and owners about the location of all utilities that may be impacted by or impact the Project work.

SECTION 20. HOURS AND DAYS OF WORK. All work performed by the Contractor, its subcontractors, material men, agents and employees shall be performed during work hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday unless otherwise specified in a Conditional Use Permit or Construction Mitigation Plan. In individual Construction Mitigation Plans, the Building Official may further reduce the hours or days of work for Special Events or as other circumstances may reasonably warrant. When work is prohibited, no exterior construction, excavation or delivery of supplies and concrete are allowed. Interior work, however, may be allowed Monday through Sunday, with no limitation on hours for the following types of construction:

A. Interior work on individual single-family home construction or addition projects not involving materials or supply deliveries

B. Construction of decks, patios, landscape walls less than 4 feet in height, and fences on individual single-family lots

C. Non-mechanized exterior painting on individual single-family residences

D. Non-mechanized landscaping on individual single-family residences

E. Survey work not involving grading or use of power equipment to cut vegetation.

Extended Hours Special Permit. The Building Official may authorize extended hours for construction operations or procedures which, by their nature, require continuous operation or modify or waive the hours of work on projects in generally isolated areas where the extended hours do not impact upon adjoining property occupants. In such cases, the Building Official shall issue a Special Permit identifying the extended hours. Contractor shall display the special permit on site.

Special Event Regulations. The Building Official and/or Police Chief may, at their discretion, restrict construction activity, including governmental or special improvement agencies, in order to assure the public safety during special events within the City. Special events shall include, but not be limited to the Art Festival, Film Festival, ski events, and holiday events.

SECTION 21. CONSTRUCTION MANAGEMENT PLANS. Contractor shall submit a Construction Mitigation Plan to be approved by the Community Development Department, for all building permits. The Community Development Department may waive this requirement for minor remodels, additions and interior construction where the impact on adjacent property is minimal. This plan shall be written and shall address, to the satisfaction of the Community Development Department.

A. **Hours and Days of Operation**. The Construction Mitigation Plan shall specify the daily construction start and finish times. Construction activity occurring outside of the times specified in Section 11-14-6 of the Park City Municipal Code may only be allowed by Special Permit issued by the Building Official or the City Engineer.

B. **Parking**. The Construction Mitigation Plan shall include a parking plan. Construction vehicle parking may be restricted at construction sites so as to not block reasonable public and safety vehicle access along streets and sidewalks. Construction parking in paid or permit only parking areas require the Public Works Department review and approve a parking plan. The plan shall also include anticipated temporary parking, e.g. delivery vehicles, large equipment parking.

C. **Deliveries**. The Construction Mitigation Plan shall identify proposed delivery locations and routes. Deliveries of construction materials and supplies including concrete may be regulated as to time and routing if such deliveries will cause unreasonable noise, parking, or access issues. In order to reduce the number of delivery trips to construction sites, the stockpiling of materials on or near the site may be required. In the case of multiple construction sites in close proximity, a common materials storage and staging site may be required.

D. **Construction Phasing**. Due to the narrow streets, small lot configuration, topography, traffic circulation, weather, construction parking and material staging problems, projects in the Historic District and other areas of the City may be required to be phased if more than one project is under construction in close enough proximity to create public safety or nuisance problems. In cases where phasing is deemed necessary by the Community Development Department, the first project to receive a building permit shall have priority, however, the Building Official shall have the authority to phase projects as necessary to assure efficient, timely and safe construction.

E. **Trash Management and Recycling**. Construction sites shall provide adequate storage and a program for trash removal.

F. **Control of Dust and Mud on Streets**. A program for the control of dust or other airborne debris shall be required. Provision must be made to eliminate the tracking of mud on streets and a program shall be required to remove any such mud daily.

G. **Noise**. Construction activity shall not exceed the noise standards as specified in Section 6-3-9 of the Park City Municipal Code.

H. **Grading and Excavation**. Because of the truck hauling involved in grading and excavation, restrictions on trucking routes as well as the hours of operation may be necessary to mitigate the adverse impacts from such operations. Destination and total cubic yards of excavated material shall be noted.

I. **Construction Sign Requirements**. A sign, indicating the name of the party responsible for the Project shall be posted in a location where such sign is readable from the street or driveway to the construction site. The sign shall not exceed 12 square feet in size, six feet in height and shall not exceed a letter type of 4". Information on the sign shall include, at a minimum:

1. Name, address and phone number of contractor;
2. Name, address, and phone number of person responsible for the project; and
3. Phone number of party to call in case of emergency.

No additional fee is required for this sign.

SECTION 22. TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED.

A. The Contractor shall obtain and maintain on the site a container of suitable size and design to hold and confine trash, scraps, and other construction related refuse created or accumulated on the site. All such construction refuse shall be maintained in a closed container at all times, until transferred to the landfill. Containers may be placed in setback areas, provided that the placement of the container does not obstruct the view of motorists on adjoining streets and thereby create traffic hazards. Contractor shall not permit accumulated debris, litter, or trash on the construction site to blow or scatter onto adjoining properties, including the public street or to accumulate on the site outside of the container, or on transit to the landfill or dump. The owner or contractor shall service the container as frequently as needed to prevent trash from over-flowing.

B. The Project site shall have permanent toilets, or an approved temporary toilet facility positioned in a location approved by the Building Department, at the rate of one toilet per fifteen on-site employees (1-15 employees = one toilet, 16-30 employees= two toilets and so on).

SECTION 23. OBEY LAWS. Contractor shall obey all laws, ordinances and regulations of the United States, the State of Utah, and Park City in performing this Agreement.

SECTION 24. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

SECTION 25. THIRD PARTY RIGHTS. Nothing herein is intended to confer rights of any kind in any third party. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 26. PROJECT MANAGER/ENGINEER. The Project Manager/Engineer for this Project is Matthew A. Twombly, or such other person designated by the City Engineer or Public Works Director to the Contractor orally or in writing.

SECTION 27. PARTIES' REPRESENTATIVES. For purposes of notice required or desired by the parties, or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered or mailed, or sent by facsimile transmission certified mail, postage pre-paid, to the parties at the following addresses:

Contractor: _________________________, or such other person designated in writing by the Contractor's chief administrative officer, at the Contractor's address set out first above; Park City: Project Manager/Engineer, at the address set out first above for the City, or when given to such other person as either of the above representatives shall designate in writing. The designation of any address may be changed by notice given in the same manner as provided in this paragraph.

SECTION 28. SEVERABILITY. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. If any provision of this Agreement is held invalid or unenforceable with respect to particular circumstances, such provision shall nevertheless remain in full force and effect in all other circumstances.

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year set out at the top of this Agreement.

Cost Benefit Worksheet

Project Manager: Matthew A. Twombly, Sustainability

Description of Contract/Product: Old Town Park Construction

Contract Company	Up Front Costs/One Time Cost	Annual Costs	Operating Costs: Personnel/Maintenance/Fees	Annual Budget Savings	Annual Revenue Stream	Life of Contract/Product	Delivery Date
Bid 1 DRD Paving LLC	Base Bid: $109,231 Alt#1: $12,682 Total: $121,913	NA	$18,500 per acre/year	NA	$0	30 YEARS	12/1/2008
Bid 2 Ridge Rock Inc.	Base Bid: $116,241.82 Alt#1: $15,000 Total: $131,241	NA	SAME	NA	$0	30 YEARS	SAME
Bid 3 Chad Broderick Const.	Base Bid: $149,700 Alt#1: $19,800 Total: $169,500	NA	SAME	NA	$0	30 YEARS	SAME
Bid 4 Action Snowplow & Landscape	Base Bid: $180,300 Alt#1: $17,000 Total: $197,300	NA	SAME	NA	$0	30 YEARS	SAME
Bid 5 JLR Inc.	Base Bid: $187,500 Alt#1: $10,000 Total: $197,500	NA	SAME	NA	$0	30 YEARS	SAME

Contract Company	Other Considerations/Benefit Unique to this Bid (Please Quantify in Dollar Terms when Possible)
Bid 1 DRD Paving LLC	PER UTAH PROCUREMENT CODE AND PARK CITY PURCHASING POLICY, THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER IN A COMPETITIVE SEALED BID SHALL BE AWARDED THE CONTRACT PROVIDED THE CONTRACT IS AWARDED AND PROJECT MOVES FORWARD
	ALL BIDS ARE GOOD FOR 30 DAYS FROM THE DATE OF THE BID OPENING

City Council
Staff Report

Subject: Racquet Club Design
Author: Ken Fisher, Recreation Manager
Department: Recreation & Library
Date: September 11, 2008
Type of Item: Contract Approval

Summary Recommendations:
Authorize the City Manager to enter into a professional services agreement with VCBO Architecture, in a form approved by the City Attorneys Office, for architectural services for the remodel and renovation of the Racquet Club located at 1200 Little Kate Rd in the amount of $547,000.

Topic/Description:
Contract approval for architectural services for the remodel and renovation of the Racquet Club

Background:
The Racquet Club has been identified by City Council as a high priority for 2008 targets for action. Council formed a Recreation Advisory Board Racquet Club subcommittee that has been involved in the process of identifying potential improvement to the facility.

In April 2007 Leisure Vision completed a Community Attitudes and Interest survey (Needs Assessment) for Park City. The survey identified the renovation of the Park City Racquet Club (54% of respondents) as the most important improvement that could be made among a list of various recreational amenities.

The public also wanted to renovate the existing Racquet Club (53%) versus building a new facility at a different location (7%). The amenities that the public would like to see in a renovation project are related to adult fitness & wellness with an expanded weight room, group fitness space and a walking jogging track. Expanded aquatic facilities were also highly rated by the public.

In October 2007 the City entered into a professional services agreement with VCBO Architecture to complete a feasibility study, infrastructure analysis, operational assessment and to develop conceptual design for the potential remodel of the facility.

In July 2008, City Council approved $8 million for Phase 1 of the renovation and remodel of the Racquet Club. This amount was based on the work done by VCBO in estimating the cost of the remodel.

Analysis:
In July 2008 a Request for Proposal for the Park City Racquet Club Remodel & Renovation Project was advertised in the Salt Lake Tribune and the Park Record. The

deadline for submittal was 3 p.m. on July 29th. The City received five proposals from Von Vision, Jack Johnson, IBI, VCBO, and Mesa Consulting Group. The proposals had fees ranging from $431,000 to $770,000. The nine member selection committee made up of representatives from Public Works, Sustainability, Recreation, Planning and the Recreation Advisory Board met on August 6th to discuss the proposals received. At the selection meeting the committee recommended to bring VCBO and IBI in to give a presentation on August 25th based on the selection criteria below.

- Experience providing architectural services, recreational planning and facility operations to municipalities doing remodeling projects within existing recreation buildings
- Experience & understanding of recreation facility design, operations and planning
- Thoroughness of the firms approach to the requested scope of services; experience with LEED, Energy Star or Green Building concepts
- Overall firm experience and availability of staff
- Cost effectiveness of providing services
- Park City area business

The selection committee asked VCBO and IBI to address the following issues in their presentations on August 25, 2008:

- **Team:** Present your teams experience with remodels of recreation facilities. We are looking for the teams experience not just the firm's.
- **Design Creativity:** Explain the process in developing a design to be functionally creative so the end product is uniquely Park City.
- **Cost Proposal:** Detail what is & is not included in the proposal**;** detail out the initial bid & the actual cost of design & construction administration on your last four recreation facility projects
- **Energy Efficiencies:** Explain how energy efficiencies vs cost are incorporated or blended into the design of a facility; present remodels of recreation facilities that your team has worked on that have incorporated energy efficiencies into the design. List any LEED certified remodels of recreation facilities.

Based on the presentations and the response to the Request for Proposal, the selection committee recommends the hiring of VCBO Architecture for the following reasons:

- Past experience providing architectural services, recreational planning and facility operations to municipalities doing remodel projects within existing buildings.
- Past experience and understanding of recreation buildings and operations.
- Thoroughness of the firms approach to the requested scope of services.
- Previous experience with building energy efficient recreation facilities including LEED Certified facilities.
- Cost of performing the requested scope of services.
- Previous experience working on the Racquet Club. VCBO designed the current leisure pool and completed the feasibility study.

Based on recommendations from the selection committee the original scope of services was enhanced to include the design and rebuilding of the seven outdoor tennis courts, civil engineering, landscape architecture and energy modeling. These services were not included in the original bid from VCBO. Energy modeling will allow the City to project energy costs of the remodeled facility versus current energy usage. This will enable the City to make an informed decision when discussing impacts of design decisions on energy usage. VCBO's original bid was $480,000 but increased to $547,000 to incorporate the expanded scope of services.

The rebuilding of the seven outdoor tennis courts at an estimate of $460,000 is being funded through the City's Asset Management CIP Fund. Staff believes that rolling this project into the renovation of the Racquet Club will result in the most cost efficient use of resources and will result in a better end product for the public.

Addendum A "Scope of Services" in the Professional Services Agreement outlines the scope of work that will be performed by December 2010 for a fixed fee of $547,000. It is anticipated that the project will begin construction in the spring of 2009 with it completed by fall of 2010.

There is adequate funding for the project in the Racquet Club Renovation CIP Account. There is currently a balance of $8,000,000 in the CIP 0214 account. It is anticipated that the funds budgeted will cover architectural fees, construction, construction management and contingencies for Phase 1 of the project. The City's Asset Management/Replacement Program has a current balance of $3,924,671 which will fund the outdoor tennis court replacement project.

Department Review:
This report has been reviewed or received input from the City Manager, Sustainability, Planning, Budget, Public Works, Recreation & Library, and Legal.

Alternatives:

A. Approve the Request:
Authorize the City Manager to enter into a professional services agreement with VCBO Architecture, in a form approved by the City Attorneys Office, for architectural services for the remodel and renovation of the Racquet Club located at 1200 Little Kate Rd in the amount of $547,000.

B. Deny the Request:
Council may deny the request to perform the renovation and remodel design services on the Racquet Club.

C. Continue the Item:
Council may continue the contract approval to a future date.

D. Do Nothing:
This will result in a lack of clarity and direction on the future of the Racquet Club renovation.

Significant Impacts:

By approving the Professional Services Agreement with VCBO, staff and the community can begin the process of remodeling and renovating the Racquet Club. Based on the budget available for the project there will be $7,913,000 left to fund the actual construction of the remodeled Racquet Club. The completed project will result in a facility that the community can be proud of not only for its innovative design and energy efficiencies but for meeting many of the identified recreational needs of the community.

Consequences of not taking the recommended action:
Any impovements identified in the recreation needs assessment will be delayed with the Racquet Club remaining status quo.

Recommendation:
Authorize the City Manager to enter into a professional service agreement with VCBO Architecture, in a form approved by the City Attorneys Office, for architectural services for the remodel and renovation of the Racquet Club located at 1200 Little Kate Rd in the amount of $547,000.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____________, 2008, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and VCBO Architecture, a Utah corporation ("Service Provider").

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Addendum A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed **$547,000** Dollars.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on December 31, 2010 or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

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

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

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

D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.

E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. REPORTS AND INSPECTIONS.

A. The Service Provider, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

6. <u>SERVICE PROVIDER EMPLOYEE/AGENTS</u>.

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. <u>HOLD HARMLESS INDEMNIFICATION</u>.

A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

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

8. <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. The Service Provider shall provide a Certificate of Insurance evidencing: (*amend the following insurance requirements as applicable*)

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

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

B. Automobile Liability insurance with limits no less than two million dollars ($2,000,000) combined single limit per accident for bodily injury and property damage.

C. Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than one million dollars ($1,000,000) combined single limit per occurrence.

D. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident $500,000 each accident;
Bodily Injury by Disease $500,000 each employee, $500,000 policy limit

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

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

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

11. <u>NONDISCRIMINATION</u>.

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. <u>ASSIGNMENTS/SUBCONTRACTING</u>.

A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.

C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.

13. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

14. MAINTENANCE AND INSPECTION OF RECORDS.

A. The Service Provider shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

15. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

16. PROHIBITED INTEREST.

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

17. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.

B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.

C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

18. <u>TERMINATION</u>.

A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.

B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

19. <u>NOTICE</u>.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

20. <u>ATTORNEYS FEES AND COSTS</u>.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney’s fees and other costs incurred in that action or proceeding.

21. <u>JURISDICTION AND VENUE</u>.

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

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

22. <u>SEVERABILITY</u>.

A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

23. <u>ENTIRE AGREEMENT</u>.

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

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

Addendum A – Scope of Services

VALENTINER CRANE BRUNJES ONYON

VCBO ARCHITECTURE

September 4, 2008

Mr. Ken Fisher
Park City Parks & Recreation
PO Box 1480
Park City, UT 84060

Re: Architectural Fee for Park City Racquet Club Remodel & Renovation

Dear Ken:

I am pleased to submit our fee proposal on behalf of VCBO Architecture for planning, architectural, and engineering services for the Park City Racquet Club Remodel & Renovation.

Scope of Services:

Phase I – Schematic Design:

1. Meet with PCMC to finalize Phase I conceptual Design
2. Develop overall master plan for facility and site
3. Develop 3 conceptual design concepts
4. Develop the preferred conceptual design concept into a schematic design package
5. Analyze energy and water efficiency options.
6. Develop a schematic construction cost estimate for the project.
7. Develop a phasing plan for work to be performed, allowing for existing facilities to maximize functionality during construction.
8. Develop a project schedule which incorporates sustainability milestones.

Phase II – Construction Documents

1. Present Schematic Design to the Park City Planning Commission (up to 3 meetings)
2. Create construction and bidding documents including architectural, structural, mechanical, plumbing, electrical, civil and landscape.
3. Create an energy building model of the proposed design.
4. Submit documents thru Park City's design review committee and plan check for building code and zoning and land management code compliance.
5. Update project cost estimates.
6. Assist the city in distributing construction documents for bidding purposes.
7. Issue addendums as necessary during the bidding period.
8. Assist PCMC in the selection of a contractor.
9. Assist PCMC project team in presenting the proposed bid award to City Council.

Phase III – Construction Administration:

1. Provide construction administration services during the construction period.
2. Review submittals and shop drawings for conformance to the plans and specifications.
3. Coordinate with the City's project manager and building inspectors.
4. Perform weekly site visits at critical times during construction.
5. Assist the owner in conducting weekly construction coordination meetings with the contractor.

PARTNERS
Niels E. Valentiner, AIA
Steve H. Crane, FAIA
Peter R. Brunjes, AIA
Sean Onyon, AIA
Brent R. Tippets, AIA
Boyd McAllister, AIA
Jeanne Jackson, AIA
Derek T. Payne, AIA

SENIOR ASSOCIATES
Vern Latham, AIA
Sean Thompson, AIA
Jeffery L. Pinegar, AIA
Jennifer L. Bennett

ASSOCIATES
Celestia R. Carson, AIA
Pablo R. Gotay, AIA
James H. Smuin, AIA
Gloria H. Ashby
David S. Cox
Karen M. Ferguson
Nathan H. Leavitt
Dan A. Nelson

524 South 600 East
Salt Lake City, Utah 84102
T 801.575.8800
F 801.531.9850
www.vcbo.com

Proposed Fees
VCBO Architecture will provide the services outlined in the Scope of Work for the following fee.

▪ Phase I	$72,000.00
▪ Phase II	$366,000.00
▪ Phase III	$109,000.00
TOTAL FEE	**$547,000.00***

* Based on an $8,500,000 construction budget.

Exclusions:
- Environmental assessment of the facility and site

Owner Provided Materials
- Previous reports and surveys pertinent to the project
- Site Survey
- Geotechnical Report
- Plat and zoning maps

Sincerely,

Brent R. Tippets, A.I.A.
Partner

ADDENDUM "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK

Principal:	$150.00/Hour
Project Manager	$125.00/Hour
Project Architect	$105.00/Hour
Project Coordinator	$ 90.00/Hour
Drafting	$ 75.00/Hour
Clerical	$ 50.00/Hour

Redevelopment Agency
Staff Report

Author: Phyllis Robinson
Subject: Community Housing Loan Request
Date: September 11, 2008
Type of Item: Legislative/Administrative

Sustainability

SUMMARY RECOMMENDATION

Staff recommends that the RDA approve a loan in the amount of $1,650,000 to the Elliott Workgroup Development LLC to facilitate community workforce housing development as outlined under the Loan Terms and Conditions and authorize the City Manager to execute the loan documents in a form approved by the City Attorney

Disclosure: Craig Elliott, Principal of Elliott Work Group Development, LLC, (EWD) is also the Principal for Elliott Work Group Architecture (EWG). Elliott Work Group is also the contract architect on Snow Creek Cottages. EWD has a current business relationship with former contract employee Doug Stephens and previously engaged former Planning Director Patrick Putt on a consultant basis. Mayor Dana Williams represented the Seller in the original sale between EWD and the property owner and will recuse himself from the matter.

DESCRIPTION

Request for RDA Financing Assistance

BACKGROUND

In February 2008 Elliott Workgroup Development LLC acquired the property located at 1321 Woodside Avenue (3,058 sq ft) and 1323 Woodside Avenue (5,295 sq. ft). There is a dilapidated single-family home and backyard tool shed. The house is 688 square feet. It was built in 1910 and is listed on the historic building inventory. Accordingly, development of this property will need to comply with historic preservation regulations in the LMC.

This property is adjacent to the City land including the site currently occupied by the Senior Center and the Fire Station. It is zoned Residential Commercial (RC). A master plan/design competition for these sites to incorporate senior services, workforce housing and other potential community needs in a campus-like setting is part of the current work program in the Sustainability Department and is anticipated for early winter 2009.

The property was purchased by EWD with the intent to develop workforce housing on the site. The purchase was made with a Note Secured Deed of Trust held by the previous owners and is due in full in September 2008. EWD is requesting a loan from the City Redevelopment Agency (RDA) in the amount of $1,650,000. An appraisal was prepared by Chris Hansen of the Appraisal Group on July 28, 2008. The valuation ranged from $1,625,000 to $1,675,000.

ANALYSIS

The loan request to the Redevelopment Agency is an expressly identified and permissible use of tax increment funds. Utah Code 17C-1-411 specifies that the RDA may use tax increment from a project area to pay all or part of the value of the land for and the cost of installation, construction and rehabilitation of any building, facility, structure or other housing improvements to increase, improve and preserve the affordable housing supply for the community that created the agency. The agency may lend, grant or contribute funds to a person, public entity, housing authority, private entity or business or nonprofit corporation for affordable housing.

The City has provided loans to affordable housing projects over the years including the Aspen Villas Apartments, Holiday Village Apartments and the Line Condominiums. The Line project is the most recent. The loan pricing has been based upon the earnings rate on the City's investment pool plus 50 basis points. This pricing policy is consistent with the investment policy and the "prudent man rule" of the Utah Money Management Act.

Staff strongly believes that it is important to master plan these parcels as a whole to create a compatible overall design for the area and ensure an ease of access to the rear of the City's property. The ability to incorporate the adjacent property will provide opportunities for greater design flexibility and compatibility. Providing a loan to EWD for this site acquisition provides the City with the ability to participate to a greater degree than if the property is privately financed. We believe this is particularly important given the high degree of interest that other private equity investors in affordable housing have shown in this parcel as well as the City-owned sites. The RDA loan provides the City with leverage as to the development of this site in context with the surrounding properties rather than as a stand alone project. It also provides a greater level of assurance that the proposed development it is consistent with City goals. The existing note between the Seller and EWD is a short term note. The RDA loan would remove the pending expiration date and provide EWD with significantly more flexibility and time to participate in the master planning process.

There is approximately $4.1 million in tax increment funds available in the RDA as to September 6, 2008. These funds are not currently programmed for other uses. Should Council funds this loan request there would be approximately $2.5 million available for other RDA-eligible projects including Snow Creek construction costs and/o initial costs associated with the Park Avenue/Woodside Master Plan.

The proposed loan structure is at the prevailing rate that the City would otherwise earn if these funds remained in our investment pool to avoid any net loss in earnings to the City. This loan will require a small investment in staff time to monitor the loan. Staff believes that the impact of this loan to the City and the RDA is low in comparison to the substantial benefits received through an integrated planning and development approach and community housing units produced.

Staff recommends a loan amount of $1,650,000 subject to the following loan terms:

1. The loan would carry an initial variable interest rate of 8 percent. This rate will be adjusted quarterly to reflect any upward the changes in the City's investment pool earnings. Should the City's investment pool earnings increase by one-half percent over the next quarterly, the base rate of the loan would adjust to 8.5 percent, for example. The initial rate will not adjust downward. This rate will remain in effect until such time as EWD has received approvals for an affordable housing and filed a land use regulatory agreement.
2. Upon filing the land use regulatory agreement the interest rate would be adjusted retroactively to the initial City earnings rate of 3.05 percent plus 50 basis points (3.55 percent) plus any quarterly adjustments.
3. The loan would have an initial term of 18 months and the option to extend the loan for up to two additional six month terms.
4. The City will secure the full amount of EWD indebtedness with a Trust Deed and Promissory Note. Subordinate debt will not be allowed without the express permission of the City and at the City's sole discretion.
5. Interest would accrue on the note, but no payments would be required. Funds will be disbursed through a local title company.
6. There are no planning or regulatory approvals associated with this loan. EWD will need to seek all necessary approvals which will be approved or denied in accordance with the applicable codes.
7. The City will obtain an option to purchase, a right of first refusal or other preferential options as appropriate for units developed with this project. The terms of this will be developed as part of the development approval process.
8. The units would be subject to appreciation and rental rate limitations and be deed restricted in a form consistent with the City's affordable housing resolution.

SIGNIFICANT IMPACTS

There are adequate funds in the Lower Park Avenue RDA to support this loan. This is a relatively short term loan and funding it would not detract from other outstanding projects or requests. The most significant impact of not making the loan would be the loss of the opportunity to more fully explore site planning and design alternatives for the site in conjunction with other City properties.

DEPARTMENT REVIEW

This staff report has been reviewed by Finance, the City Attorney and City Manager.

ALTERNATIVES

A. Approve a loan from the RDA in the amount of $1,650,000 to the Elliott Development LLC to facilitate workforce housing development as outlined under the Loan Terms and Conditions. ***This is Staff's recommendation.***

B. Bifurcate the loan request and provide a first loan at $1,320,000 (80 percent loan to value) subject to the conditions of approval outlined above. Provide a second loan in the amount of $330,000 (20 percent loan to value) and modify Condition Three so that the term of the second loan would be 18 months without extension.

This would return a portion of the funds to the RDA in a shorter timeframe and reduce the overall loan risk.

C. Request that Staff return with additional information and continue the item for more information and discussion. This could have a negative impact on the project timeline and would limit EWD's ability to participate in the integrated master planning process.

D. Deny the request. EWD will proceed on an independent development timeline for the property.

RECOMMENDATION

Staff recommends that the RDA approve a loan in the amount of $1,650,000 to the Elliott Workgroup Development LLC to facilitate community workforce housing development as outlined under the Loan Terms and Conditions and authorize the City Manager to execute the loan documents in a form approved by the City Attorney

ATTACHMENT A: Letter from Elliott Workgroup Development, LLC

June 30, 2008

Tom Bakaly
City Manager
Park City Municipal Corporation
1354 Park Avenue
Park City, Utah 84060

re: 1323 Woodside Avenue Loan Request

Tom:

Elliott Workgroup Development LLC closed on the purchase of 1323 Woodside Avenue in February of 2008. The property was purchased with the intent to develop workforce housing on the site. The purchase was made with a Note Secured Deed of Trust held by the previous owners, which is due in full August 4, 2008.

In the last month, I have been contacted by several buyers and or joint venture partners wanting to purchase or encumber the property. Each team has different intentions for the site and different delivery methods. As a neighboring property owner, Park City Municipal Corporation may have an interest in the development of the above referenced property.

As the goal to develop the property has been to create workforce housing and the city is considering similar type development on the Park Avenue fire station site and possibly on the abutting Senior Center properties, I believe that it would be important to consider the relationships. In design studies I have done for the property, it is clear that the surrounding property and 1323 Woodside property could be enhanced by a joint design direction. Additionally, several solutions have been studied as a stand alone development that would allow future development to occur at the property behind 1323 Woodside, but it may not result in the best overall solution.

In the current situation, I do not want to make a decision about this property that negatively impacts the abutting properties that PCMC holds because of personal financial necessity. There are many options that would be best reviewed with additional time. With this in mind, I am asking if PCMC or the governing RDA would be willing to provide an interim financing solution.

The purchase price was $1,650,000 and the Note is for $1,485,000. In addition to the closing costs, interest payments have been made since closing. With this letter, I am asking for a $1,650,000 loan secured by the land with a balloon payment due at the end of the term. An interim solution would be acceptable for six months, but depending on the time needs of PCMC/RDA, this may only delay the inevitable difficult decision. It may be more advantageous to both parties to extend the time to a two year or three year commitment. This could allow for the planning, approvals and financing needed to create this type of project.

If PCMC would desire to jointly design these properties, I am offering the services of Elliott Workgroup Architecture to provide the design services necessary without cost to PCMC or the appropriate RDA. If not acceptable, I am willing to provide input in whatever capacity works best. Thanks for your consideration. See attachments.

Sincerely,

Craig Elliott, AIA

449 MAIN STREET, P.O. BOX 3419
PARK CITY, UTAH 84060

ELLIOTT WORKGROUP
development

801-415-1839 fax 435-603-4900
WWW.ELLIOTTWORKGROUP.COM