

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

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Library and Education Center, Room 205, 1255 Park Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, August 21, 2008.

Closed

3:30 p.m. Property

Work Session

4:00 p.m.	Council questions and comments	
4:15 p.m.	Creekside Park Conceptual Plan	P. 7 - 15
4:40 p.m.	Municipal carbon footprint report	P. 16 - 48
5:10 p.m.	Environmental Sustainability Plan Update	P. 49 - 66
5:50 p.m.	Break	

Regular Meeting

6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

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

P. 67 - 98

V RESIGNATIONS AND APPOINTMENTS

Appointment of Police Chief Wade Carpenter as Deputy Fire Marshal of Park City, Utah

P. 99 - 100

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
 - (a) Public hearing
 - (b) Motion to continue to a date uncertain
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

P. 101 - 114

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 P. 115 - 148

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) P. 149 - 157

- (a) Continuation of public hearing and separate cover
- (b) Action

VIII APPEALS

1. 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 P. 158 - 187

- (a) Update by planning staff
- (b) Council comments and questions
- (c) Deliberation - action

2. 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 P. 188 – 236

- (a) Introduction by staff and separate cover
- (b) Presentation by appellants
- (c) Deliberation – possible action

IX ADDITIONAL DISCUSSION – AGENDA ITEMS

X ADJOURNMENT

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

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

TENTATIVE

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

12:00 p.m. Lunch

12:45 p.m. RAB Interviews

Closed Session

2:45 p.m. Personnel

Work Session

3:15 p.m. Council questions and comments

3:30 p.m. Holiday event - HMBA

4:00 p.m. Deed restrictions and design for Snow Creek affordable housing project

Field Trip

5:00 p.m. State of the Sundance Film Festival at Silver Star

Regular Meeting

6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

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

1. Consideration of an Ordinance - 460 Swede Alley condo conversion – KW

(a) Public hearing

(b) Action

2. Consideration of an Ordinance - 460 Swede Alley Amendment to Marsac Parking Structure Subdivision Plat

(a) Public hearing

(b) Action

3. Consideration of an Ordinance – 40 Silver Strike Trail Christopher Homes condo conversion

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

(a) Public hearing

(b) Action

5. 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

6. Consideration of a Professional Services Agreement for a community carbon footprint with ____ in the amount of \$____ in a form approved by the City Attorney– DF

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

8. Consideration of a Professional Services Agreement in the amount of \$____ for construction management services of the construction of the Richardson Flat Road Project

V ADDITIONAL DISCUSSION – AGENDA ITEMS

VI ADJOURNMENT

**PARK CITY REDEVELOPMENT AGENCY
SUMMIT COUNTY, UTAH
AUGUST 28, 2008**

I ROLL CALL

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

III MINUTES OF MEETING OF JUNE 19, 2008

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

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

V ADJOURNMENT

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

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
SEPTEMBER 4, 2008**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will **not** hold its regularly scheduled meeting on Thursday, September 4, 2008.

Posted: 08/25/08
See parkcity.org

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

September 2008

- 1 Labor Day*
- 3-7 City Tour*
- 4 No meeting**
- 11** Farm - ADA/Fire access, ADA Pathway (20 min)
Sergio Ice Cream Franchise – PS
Racquet Club design contract
Water Supply & Demand – KL
Risner Ridge Subdivision plat amendment – JD
1183, 1185, 1195 Empire Aveue plat amendment - JD
- 18** Summit County Solid Waste Master Plan - JG
Snow removal program, priorities and enforcement - PE
- 25 Liza gone**

Pending Items:

Resolution - Trails Master Plan
Carrying capacity/market analysis survey
Wild land interface issues



City Council Staff Report

Subject: Creekside Park
Author: Ken Fisher, Recreation Manager
Department: Recreation & Library
Date: August 21, 2008
Type of Item: Informational

Summary Recommendations:

Direct staff and the Recreation Advisory Board (RAB) to proceed with the development of construction documents based on the conceptual design for the Creekside Park at 2393 Holiday Ranch Loop Road.

Topic/Description:

Development of a neighborhood park in Park Meadows

Background:

Last fall City Council directed staff and the Recreation Advisory Board (RAB) to develop a Master Plan for a neighborhood park at 2393 Holiday Ranch Loop Rd. The City entered into a contract with IBI Group on March 6, 2008 to develop design through schematic design.

Analysis:

Staff and the RAB Neighborhood Park Subcommittee worked with Dave Nicholas from IBI in the development of the conceptual park master plan (Attachment 1). The following vision statement and goals were developed to help develop the master plan:

Vision Statement:

Creekside Park will provide year-round active and passive recreation opportunities for the Creekside and Park Meadows area residents, unique to its surroundings and complimentary to other neighborhood and community parks within the City. Leveraging the success of the existing dirt jump park, the components of the park will demonstrate the adventurous character of Park City residents, support the recreation programs of the City and showcase the natural assets of the site while providing a social and educational setting for all ages.

Goals:

1. Provide active recreation to promote healthy lifestyles and opportunities for local residents.

- Tennis
- Volleyball (lawn)
- Big wheel track
- Basketball (half-court or multipurpose court)
- Trails (internal loop trails and off-site connections)
- Fitness stations
- Sledding hill

- Snowshoeing
 - Play areas (for infants, toddlers, teens, adults and seniors)
2. *Provide adventure recreation to utilize the natural assets of the site and provide venues for participation in new and innovative recreation activities.*
- Dirt jump park (existing)
 - Climbing/bouldering
 - Mountain boarding
 - Geo-caching, navigating, orienteering
3. *Embrace and provide passive recreation to promote environmental and social education, cognitive activity and neighborhood interaction.*
- Lookouts (to explore and discover on-site and off-site views, wildlife)
 - Interpretive nodes (environmental features and influences, wildlife, fire station activities, ski resorts, trails network...)
 - Flexible gathering spaces (plazas, multipurpose lawns, amphitheater...)
 - Trails (hard, soft and linked to off-site network)
 - Fishing pond
 - Igloo, snow cave, Quonset hut playground
4. *Create facility amenities to service basic needs and support neighborhood, community or recreational program activities or events.*
- Restrooms (permanent, male/female/unisex changing area, drinking fountain, announcement/community activity board...)
 - Vehicular parking (8 spaces)
 - Bike parking (20 bikes)
 - Shade structure (associated with play areas for viewing and picnicking)
 - Covered pavilion
5. *Utilize non-traditional play area design strategies to promote a unique appreciation for nature, adventure and discovery by local residents and provide an experience for all ages.*
- Emphasize the cognitive, social and educational aspects of child development in addition to traditional motor skill development.
 - Expand play opportunities to include all age groups.
6. *Integrate public art opportunities into the design process.*
7. *Leverage relationship and proximity of fire station to enhance educational activities.*

On April 23, 2008 the RAB and staff held a public meeting to show two conceptual designs to the neighborhood and to receive comment on the park (Attachment 2). The neighbors within 500 ft of the park were notified by mail of the meeting. The open house had a strong turnout with over 50 people attending. The general consensus from the meeting was that the neighbors were supportive of the park design and are looking forward to the site being used as such. Neighbors were opposed to lighting the facility and expressed the desire to have age appropriate playgrounds.

Based on the input received, the conceptual design was refined and the park is proposed to have the following amenities:

- Dirt Jump Park
- Trails

- Restrooms
- Playgrounds
- Shade Pavilion & Overlook
- Sledding Hill
- Natural gas fire pit that would be controlled by city staff
- Parking for 8 vehicles
- Educational component based on the well protection zone.

Staff is currently working with the Park City Fire District (PCFD) to obtain a trail easement through their property for the internal trail on the northern edge of the property and a connection on the southern corner. Staff and Dave Nicholas from IBI appeared before the PCFD Board to present the conceptual park plan and to get their input on the potential trail easement. In general, the PCFD was supportive of the plan and granting an easement but they raised a concern about the limited number of parking spaces available and the potential for vehicles to park along the access road. Staff will return to Council when an easement agreement is reached with the PCFD.

Staff, RAB and IBI are comfortable with the proposed number of parking spots designated in the conceptual plan. The number of spaces was based on the following:

- The park wants to promote “walkability” and has great access via several different trails including the McLeod Creek Trail.
- The current dirt jump park has not generated a significant number of vehicle trips. Most users arrive via bike or public transportation.
- The spaces are allocated as follows:
 - o Four spaces for dirt jump park
 - o Four spaces for the playgrounds
- Parking is limited at other neighborhood parks and it has not been an issue to date. One of the ideas of creating neighborhood parks is that it can be accessed via bike or walking and doesn’t generate vehicle trips.

Based on the park master plan a preliminary cost estimate for the construction of the park has been developed by IBI (attachment 3). The total project is estimated to be \$760,805.16 which is \$21,053.84 less than the estimate that went to City Council in a May 29th manager’s report from Matt Twombly.

There is adequate funding for the project in the Neighborhood Park CIP Account. There is currently a balance of \$998,552 in the Neighborhood Parks CIP account plus the \$31,818 the City received from RAP Tax for a total balance of \$1,002,664.

It is anticipated that the park would be under construction by next summer.

The current contract with IBI goes through design development and if Council is supportive of moving forward with the park staff will return by the end of the year with a contract amendment for construction documents.

Department Review:

This report has been reviewed or received input from the City Manager, Sustainability, Recreation & Library, and Legal.

Alternatives:

A. Approve the Request:

Direct staff to proceed with the Creekside Park and develop construction documents based on the conceptual design for a neighborhood park at 2393 Holiday Ranch Loop Rd.

B. Deny the Request:

Council may deny the request to move forward with the Creekside Park

C. Continue the Item:

Council may continue the item to a later date

D. Do Nothing:

This will result in a lack of clarity on how to proceed with the proposed neighborhood park.

Significant Impacts:

By directing staff to move forward with the development of the Creekside Park the facility will be under construction next summer. This facility will make a significant improvement to the city wide park system.

Consequences of not taking the recommended action:

Delaying a decision may postpone the development of the Creekside Park resulting in the area staying in its current condition.

Recommendation:

Direct staff and the Recreation Advisory Board (RAB) to proceed with the development of construction documents based on the conceptual design for the Creekside Park at 2393 Holiday Ranch Loop Road.

Attachment 1: Conceptual Design

Attachment 2: Public Comment

Attachment 3: Preliminary Cost Estimate

Attachment 2

Creekside Park Neighborhood Open House Comments

Name: Jolanda Goedhart

Comment:

I am against the sledging hill and overlook and trails. How will you protect your water tanks and pipes and how will you stop people from going on adjacent private property?

Name: Karl Newman

Comment:

Respect neighbors wishes. Playground for all ages i.e. adults can play adjacent their children. No lights. Keep natural. No watering if possible. Sledging hill would be great. Watch kids at other playgrounds to learn what equipment is popular.

Name: Debbie Seaver

Area: River Birch Ct.

Comment:

I agree with Karl. The plan looks great, though I would hope for some more traditional playground equipment like monkey bars. The “park” next to the RC already has bouldering but not much else.

Name: Jillbette Fletcher-Kelly

Area: Venus Ct.

Comment:

I think increased handi-cap playground equipment would be nice. My average kids still love to play on it. Larger bouldering is a plus to.

Name: Jean Rusk

Area: Creek Drive

Comment:

Location of the parking lot within full visibility of the fire station would alleviate loitering and public drunkenness. Use of the natural attributes of the property rather than paving for a basketball court. Parking lot should be a tow zone if cars are left overnight.

Name: Maggie Abuhaidar

Area: Lucky John Drive

Comment:

Finally our neighborhood is seriously discussing a park! For years, I've been driving my kids to other neighborhoods when we could have just walked around the corner. I applaud the concept multiple ages, natural, educational – but would definitely like to see playground equipment for children (3 – 6) as well as the sledging hill, biking, walking trails, and natural firehouse components. Has anyone discussed a walk/bike lane along Holiday Ranch?

Name: Eileen Kinter

Comments:

How would you maintain a fishing pond? I support this without lights and if only for daytime or limited lighted times

Name: Roger Strand

Comments:

Love the concept as long as it does not become the next local “drug” outlet.

Name: Kristy Hoffman

Comments:

Very excited about the varieties of activities planned. Trails, sledding hill, snowshoeing – excellent. Basketball court great too, a bit of grass to play and run on and playground equipment for all ages a plus too.

Name: Mary Gear

Area: Mcleod Creek

Comments:

Sledding hill good idea! Support the park – Please no lights, (day use only). Limited parking lot (4 – 5 cars max). No overnight parking. In sight of fire station. How about picnic tables and bbq? Keep playground equipment moderate.

Name: Tracy Sheinberg

Comments:

Playground equipment a must! It is embarrassing that Park Meadows does not have a park & playground. We need it yesterday. Please take in consideration all ages of children.

Names: Sam Scudder, Carter Lee, Colin Morin

Comments:

Will there be any access to a hose for working on the jumps? What will the extra land for the jumps make?

Name: Adam Warshauer

Comments:

Gazebo or covered area. Waterfountain! Bike rack. Bocce or shuffle board.

Name: JF & Evelyn Lanvers

Comments: Yes, great initiative. Make sure playground is in! Good Job!

Name: Mary Doughty

Comments:

Terrific use of public funds. Go for it! My girls and I will use it often. I really like the fitness station idea. Thank You!

Name: Derek A. Howard

Area: Parkview Condos

Comments:

Noise abatement from dirt bike park. Existing park causes issues. No issue with bike park. Would not support lighted facility. Noise is Parkview Condo's biggest issue. We would not support active facilities like basketball. Will city take over maintenance of existing bridge over stream? Additional traffic is an issue. Sledding hill great if you will remove bushes. Suggest you open the bike park to snowboards in winter. Some kids already come in. Would prefer lock out of park after dusk. Already too much drinking and partying!!! Sum up: Keep noise down and lock out park and no issues from us at Parkview.

Name: Gene Moser

Comments:

We love the idea of a park in that area. Initial plans look good.

Name: Laverne Moses

Area: 2471 Little Kate

Comments:

We like the drawings and photos of hopefully new Creekside Park! It's beautiful.

Name: Alison Pitt

Area: 2418 Creek Drive

Comments:

No night lights please! Use natural resources to support the project. Try to stay environmentally friendly. Keep bathroom close to trail for trail users and away from well protection. Keep parking visible and consolidated.



Estimate of Probable Construction Costs

Date August 5, 2008
Project Creekside Neighborhood Park
Client Park City Municipal Corporation
Project # 20208

Item	Description	Qty	Unit	Unit Price	Subtotal	Remarks
1.0	Site Preparation					
1.1	Clearing and Grubbing	1	LS	\$ 1,000.00	\$ 1,000.00	
1.2	Remove and Dispose Concrete Curb	90	LF	\$ 5.00	\$ 450.00	
1.3	Remove and Dispose Chain Link Fencing	1200	LF	\$ 3.00	\$ 3,600.00	
	Subtotal Site Preparation				\$ 5,050.00	
2.0	Grading and Erosion Control					
2.1	Topsoil Stripping and Stockpile	400	CY	\$ 3.00	\$ 1,200.00	
2.2	Excavation	1000	CY	\$ 7.00	\$ 7,000.00	
2.3	Topsoil Respread	800	CY	\$ 5.00	\$ 4,000.00	
2.4	Erosion Control	500	LF	\$ 2.00	\$ 1,000.00	silt fence
	Subtotal Grading and Erosion Control				\$ 13,200.00	
3.0	Storm Water					
3.1	12" Culvert Extension	75	LF	\$ 30.00	\$ 2,250.00	
3.2	Play Area Subdrainage	300	LF	\$ 20.00	\$ 6,000.00	
3.3	Rip-Rap	5	Ton	\$ 40.00	\$ 200.00	
3.4	River Rock	5	Ton	\$ 60.00	\$ 300.00	
	Subtotal Storm Water				\$ 8,750.00	
4.0	Water					
4.1	Mainline Connection (meter connection)	1	EA	\$ 3,000.00	\$ 3,000.00	
4.2	1" Cullinary Lateral Pipe	60	LF	\$ 30.00	\$ 1,800.00	
4.3	Curb Stop Box	1	EA	\$ 200.00	\$ 200.00	
	Subtotal Water				\$ 5,000.00	
5.0	Sanitary Sewer					
5.1	Mainline Connection	1	EA	\$ 2,000.00	\$ 2,000.00	
5.2	Lateral Pipe	50	LF	\$ 40.00	\$ 2,000.00	
5.3	Cleanout	1	EA	\$ 200.00	\$ 200.00	
	Subtotal Water				\$ 4,200.00	
6.0	Site Structures					
6.1	Public Restroom Building	400	SF	\$ 150.00	\$ 60,000.00	
6.2	Shade Structures	2	EA	\$ 7,500.00	\$ 15,000.00	
6.3	Pedestrian Boardwalk	500	SF	\$ 30.00	\$ 15,000.00	
6.4	Pedestrian Bridge	1	EA	\$ 25,000.00	\$ 25,000.00	
	Subtotal Site Structures				\$ 115,000.00	
7.0	Paving and Curbs					
7.1	PCC Paving (colored - pedestrian)	5550	SF	\$ 12.00	\$ 66,600.00	depth, color, finish, joint treatment
7.1	PCC Paving (standard - pedestrian)	7900	SF	\$ 5.00	\$ 39,500.00	depth, color, finish, joint treatment
7.2	PCC Curbs	225	LF	\$ 20.00	\$ 4,500.00	height, type
7.3	Asphalt Cement Concrete Paving	275	SY	\$ 32.00	\$ 8,800.00	base course depth, finish course depth
7.4	Subgrade Preparation	1300	SY	\$ 2.00	\$ 2,600.00	compaction for all pavement areas
	Subtotal Paving and Curbs				\$ 122,000.00	
8.0	Metal Fabrications					
8.1	Vinyl Coated Chain Link Fencing	750	LF	\$ 30.00	\$ 22,500.00	Dirt Jump Park enclosure
	Subtotal Metal Fabrications				\$ 22,500.00	
9.0	Walls					
9.1	Concrete Seat Walls	60	LF	\$ 100.00	\$ 6,000.00	
	Subtotal Site Furnishings				\$ 6,000.00	
10.0	Site Furnishings					
10.1	Benches	4	EA	\$ 2,250.00	\$ 9,000.00	
10.2	Picnic Tables	3	EA	\$ 2,500.00	\$ 7,500.00	
10.3	Trash Receptacles	3	EA	\$ 1,500.00	\$ 4,500.00	
10.4	Bike Racks	4	EA	\$ 1,500.00	\$ 6,000.00	
10.5	Drinking Fountains	1	EA	\$ 2,500.00	\$ 2,500.00	
10.6	Infant/Toddler Play Equipment/Surfacing	1	LS	\$ 10,000.00	\$ 10,000.00	
10.7	2-5 Year Old Play Equipment/Surfacing	1	LS	\$ 25,000.00	\$ 25,000.00	
10.8	5-12 Year Old Play Equipment/Surfacing	1	LS	\$ 75,000.00	\$ 75,000.00	
	Subtotal Site Furnishings				\$ 139,500.00	
11.0	Landscape Materials					
11.1	Deciduous Trees	30	EA	\$ 400.00	\$ 12,000.00	3" caliper, matched
11.2	Ornamental Trees	15	EA	\$ 300.00	\$ 4,500.00	6'-8' height, multi-stem
11.3	Deciduous Shrubs	40	EA	\$ 50.00	\$ 2,000.00	5 gallon
11.4	Groundcover	1500	SF	\$ 3.00	\$ 4,500.00	1 gallon
11.5	Perennials	100	EA	\$ 20.00	\$ 2,000.00	1 gallon
11.6	Ornamental Grasses	100	EA	\$ 20.00	\$ 2,000.00	1 gallon
11.7	Native Grasses (seed)	30000	SF	\$ 0.20	\$ 6,000.00	
11.8	Metal Edging	50	LF	\$ 6.00	\$ 300.00	
11.9	Mulch	200	CY	\$ 35.00	\$ 7,000.00	
	Subtotal Landscape Materials				\$ 40,300.00	

12.0 Irrigation					
12.1 Trenching, Mainline, Heads, Emitters	10000	SF	\$	1.00	\$ 10,000.00
12.2 Quick Coupler Valves	4	EA	\$	200.00	\$ 800.00
12.3 Valves and Boxes	8	EA	\$	100.00	\$ 800.00
12.4 Backflow Preventer	1	EA	\$	1,000.00	\$ 1,000.00
12.5 Controller	1	EA	\$	1,500.00	\$ 1,500.00
Subtotal Irrigation					\$ 14,100.00
13.0 Signage					
13.1 Identification Signs	1	LS	\$	2,500.00	\$ 2,500.00
13.2 Informational Signs	1	LS	\$	500.00	\$ 500.00
13.3 Regulatory Signs	1	LS	\$	1,200.00	\$ 1,200.00
13.4 Interpretive Signs	1	LS	\$	1,500.00	\$ 1,500.00
Subtotal Signs					\$ 5,700.00
14.0 Miscellaneous					
14.1 Singletrack Trail/Observation Point	1084	LF	\$	20.00	\$ 21,680.00
14.2 Public Art	1	LS	\$	-	\$ -
Subtotal Miscellaneous					\$ 21,680.00
15.0 Subtotal					\$ 522,980.00
16.0 Design Contingency	15%				\$ 78,447.00
17.0 Subtotal					\$ 601,427.00
18.0 General Conditions	10%				\$ 60,142.70
18.1 Mobilization	0	\$	-	\$	-
18.2 Bonds	0	\$	-	\$	-
18.3 Traffic Control	0	\$	-	\$	-
18.4 Dust Control	0	\$	-	\$	-
18.5 Construction Staking	0	\$	-	\$	-
18.6 As-built Survey	0	\$	-	\$	-
Subtotal General Conditions					\$ 60,142.70
19.0 Subtotal					\$ 661,569.70
20.0 Construction Contingency	15%				\$ 99,235.46
21.0 Total					\$ 760,805.16

Unless otherwise noted, amounts listed shall include general conditions, taxes, insurance, bonds, overhead and profit. They are estimates only to be utilized for budgeting purposes only and represent components and complete working systems. IBI Group takes no responsibility for the accuracy of these numbers as they are dependent upon current market conditions.

City Council Staff Report



Subject: Park City Municipal Corporation
1990 & 2007 Carbon Inventory
Assessment Report
Author: Crystal Ward
Department: Sustainability Department
Date: August 21, 2008
Type of Item: Informational

Summary Recommendation:

Informational – review Park City Municipal Corporation's 1990 & 2007 Carbon Inventory Assessment Report.

Description:

Park City Municipal Corporation's 1990 & 2007 Carbon Inventory Assessment Report

Background:

In June 2007, Council adopted an Action Plan as part of Park City's Environmental Strategic Plan (Exhibit A). The Action Plan identifies Council's top priorities selected to help Park City reach internal and regional environmental goals as outlined by the Environmental Strategic Plan and the U.S. Mayor's Climate Protection Agreement (source: City Council Staff Report, June 28, 2007, Environmental Initiatives). Top Priority item 1.2 of the Action Plan is to "Inventory CO2 emissions from City operations."

Additionally, in May 2005, City Council voted to adopt the U.S. Mayor's Climate Protection Agreement, which was subsequently signed by Mayor Dana Williams on May 19, 2005 (Exhibit B). The goal set forth by the agreement is to "strive to meet Kyoto Protocol targets for reducing global warming pollution by taking actions in our own operations and communities..." Kyoto Protocol targets call for a reduction of global warming pollution levels to 7% below 1990 levels by 2012. The first action point under the agreement is to "inventory global warming emissions in City operations and in the community, set reduction targets and create an action plan."

To begin the process of achieving the aforementioned goals, staff contracted with the Environmental Performance Group (EPG) on May 28, 2008 to conduct our municipal carbon emissions inventory. EPG was selected based on their experience with prior municipal analyses (most recently Salt Lake City), as well as specific Park City experience; having consulted with Park City Mountain Resort and Deer Valley Resort on their respective carbon inventories. The Park City Municipal Carbon Inventory Assessment Report was completed on August 1, 2008 (Exhibit C).

Analysis:

The 1990 & 2007 Carbon Inventory Assessment Report provides Park City Municipal with an overview of the organization's current level of greenhouse gas emissions (GHGs), and is commonly referred to as a 'carbon footprint.' A baseline inventory of carbon emissions was developed for the calendar year 2007, along with an estimated inventory for the calendar year 1990.

Assessment Methodology:

The ISO 14064-1 carbon inventory standard was used for this assessment. This standard was selected because of its rigor, verifiability and transparency. Additionally, the data can be transferred to the International Council for Local Environmental Initiatives' (ICLEI)¹ Clean Air and Climate Protection (CACP) software, which PCMC will use in coming years for carbon footprint monitoring. ISO 14064-1 requires two groups of greenhouse gas emissions to be measured and offers an optional third group of emissions. PCMC chose to include all three groups to create the most comprehensive inventory possible.

The three groups defined are:

Scope 1: Direct greenhouse gas (GHG) emissions sources (*required*)

Includes: Building heating and cooling, City Fleet and Transit

Scope 2: Energy Indirect GHG emissions sources (*required*)

Includes: Electricity (used in buildings, streetlights, water pumping, etc.)

Scope 3: Other Indirect GHG emissions sources (*optional*)

Includes: Business Travel, Employee Commute, Solid Waste and Recyclables

Because the three groups are made up of sources that emit gases other than carbon (a vehicle, for example, emits methane, nitrous oxide and carbon dioxide), a true carbon footprint is not only a measure of CO₂. Five other greenhouse gases are measured – each identified by the Kyoto Protocol and ISO 14064-1. These gases are normalized to an equivalent amount of carbon dioxide according to that gas's global warming potential (GWP). This normalization allows us to account for all required gases under the single quantity: "carbon inventory."

Greenhouse Gas	Global Warming Potential (carbon equivalent)
Carbon dioxide (CO ₂)	1
Methane (CH ₄)	21
Nitrous oxide (N ₂ O)	310
Perfluorocarbons (PFCs)	6,500 – 9,200
Hydrofluorocarbons (HFCs)	140 – 11,700
Sulfur hexafluoride (SF ₆)	23,900

Note: Because PFCs and HFCs describe a range of compounds, the range of their associated GWPs is listed.

Assessment Results:

In 2007, Park City Municipal Corporation's total carbon inventory was estimated to be 17,003 tons of carbon dioxide equivalents (CO₂e). This is roughly equivalent to the average annual emissions of 2,891 cars in the U.S and would require approximately 10,400 acres of world average forest² to absorb. In 1990, Park City Municipal's carbon inventory is roughly estimated to be 8,002 tons CO₂e. Thus, Park City's carbon emissions grew 112% from 1990 to 2007, reflecting only a 7% year-over-year increase.

To better understand this carbon growth increase, it is relevant to note that Park City's population has increased by 79% between 1990 and 2007, which is roughly a 5% year-over-year increase.

¹ ICLEI – Local Governments for Sustainability is an international association of 898 (and counting) local governments and national and regional local government organizations that have made a commitment to sustainable development.

² World Average Forest – International Panel of Climate Change measurement of the average rate at which the world's forests sequester carbon.

Park City Municipal's baseline results are a reflection of organizational operations in 2007 and are not considered 'good' or 'bad.' Simply, they exist to measure current standing and are intended to provide the City Council with an understanding from which to move forward with setting an emission reduction target that reflects Park City's associated goals.

For more detail on scope, methodology, reporting and results, please refer to the Assessment Report (Exhibit C.)

Benchmarking:

A way to provide context for a greenhouse gas emissions inventory is to make comparisons to other communities and regions. However, the methodologies and boundaries of other inventories are not necessarily equivalent to those used in Park City Municipal's inventory. Therefore, any benchmarking efforts are not a comparison of apples to apples.

Furthermore, many municipalities have not yet conducted their carbon emission inventories, though some have made efforts to calculate their community wide emissions. Park City staff has been able to review and extrapolate data from Durango, Colorado and Aspen, Colorado to compare with Park City's inventory.

The City of Durango reported a carbon inventory of 13,320 tons of CO₂e for the baseline year of 2005, a number that reflects their municipal electricity use, natural gas, propane, fleet vehicle (excluding police cars) and wastewater treatment. No solid waste (Scope 3 - optional) or other transit emissions (Scope 1 – required) are included, as they are in Park City Municipal's inventory of 17,002 CO₂e.

The City of Aspen reported 6,895 tons CO₂e emissions for the energy use of all their municipal buildings for the baseline year of 2004. This total reflects only electricity, natural gas, and propane emissions. In comparison, Park City's building energy emissions for our 2007 baseline year are 6,058 CO₂e. (If the energy emissions from Park City's water distribution pumps are included, building energy emissions would increase by 2,921 tons of CO₂e, totaling 8,979 tons CO₂e.)

Looking at these two examples – and remembering that there is not yet a single standard methodology for carbon emissions inventories – Park City Municipal's GHG emissions are within what is considered to be the expected range.

Benefits of having conducted the inventory:

Park City Municipal's carbon footprint will offer insight to current municipal practices. The data collected to conduct the inventory is vast and areas where operational or process inefficiencies exist are highlighted.

Conducting Park City Municipal's carbon emission inventory prior to completing a community-wide assessment allows the City to lead by example. Additionally, it has provided staff with the experience of conducting a smaller analysis before taking on the greater challenge of a community-wide carbon footprint that will include the greenhouse gas emissions of all citizens and businesses.

Importantly, the municipal carbon footprint positions the City to take further action to reduce our carbon emissions – and save money by reducing our energy costs.

Furthermore, with municipal baseline emissions completed for both 1990 and 2007 calendar years, Park City has met one half of the first milestone outlined by ICLEI's Cities for Climate Protection Program (CCP). Park City joined ICLEI as a participating member on June 15, 2007.

The CCP Campaign uses five milestones that help cities achieve their greenhouse gas reduction goals:

Milestone 1. Conduct a baseline emissions inventory and forecast.

Milestone 2. Adopt an emissions reduction target for the forecast year.

Milestone 3. Develop a Local Action Plan.

Milestone 4. Implement policies and measures.

Milestone 5. Monitor and verify results.

With the completion of a community-wide Carbon Footprint Analysis (expected to begin in September 2008), Park City will have achieved Milestone 1.

Park City Municipal is already underway in a few projects that will help reduce our carbon emission inventory in coming years. The Johnson Controls project alone is estimated to reduce municipal greenhouse gases by 2,296 CO₂e, which is a 13.5% reduction in a single project. Renovations of the Marsac Building and the Racquet Club will improve the efficiency of these facilities, further reducing our energy bill and carbon output. However, other projects on the horizon will increase our energy demand, such as the need to pump water up hill to new resort and hotel developments.

Now that our municipal carbon footprint is complete, staff will discuss with Council their interest in establishing a Municipal Carbon Emission Reduction Goal. Should Council chose to set such a goal, staff will then work with individual departments to establish departmental goals and action plans.

Staff is also embarking on a project to measure Park City's community-wide carbon footprint, as discussed with Council during the recent budget process. Staff will be coming to Council on August 28, 2008 with a contract to hire a service provider with technical expertise in community carbon footprint and inventory assessments.

Department Review:

Staff invited all affected department heads to participate in a series of three presentations of the Carbon Inventory Assessment Report and its data. Their comments have been incorporated within this report.

Recommendation:

Informational – review Park City Municipal Corporation's 1990 & 2007 Carbon Inventory Assessment Report.

Exhibits (attached):

Exhibit A – Environmental Strategic Plan, November 2007

Exhibit B – US Mayor's Climate Protection Agreement (3 pages)

Exhibit C – Environmental Performance Group's 1990 & 2007 Carbon Inventory Assessment Report

ENVIRONMENT

ENVIRONMENTAL VISION

PCMC views the environment as air, surface/ground/culinary water, land, soil, native vegetation, etc. Park City will provide long-term environmental health for the region through efficient use of resources, protection of the quality and diversity of the local environment upon which the community depends. As a guiding principle, the City will consistently strive to sustain its vibrant multi-seasonal destination resort community in a manner that protects and enhances its natural environment.

ENVIRONMENTAL GOALS

1. Preserve and enhance the ecological diversity of the City and the Region.
2. Encourage the efficient use of all resources in order to ensure a future with a secure and sustainable energy supply, safe/reliable water, and clean air.
3. Encourage environmental stewardship and protection of Park City's natural environment through sharing of information and collaboration with the community, community groups, as well as local, state and federal agencies.
4. Incorporate environmental considerations as an integral part in assessing growth management options, land use plans, transportation strategies and development proposals, and overall sustainable community design.
5. Continue to review and investigate best practices that have the potential of substantially improving the environment.
6. Continue to monitor the environment with representative air, water, and soil sampling protocol.

ENVIRONMENTAL POLICIES

- o Comply with the U.S. Mayors Climate Protection Agreement signed on May 19, 2005
- o Mitigate historic mining impacts
- o Promote implementation of conservation programs that assist in maintaining wildlife habitat and wildlife corridors.
- o Pursue open space protection opportunities
- o Improving surface water quality to the East Canyon Creek watershed and Silver Creek watershed
- o Encourage best available green building practices for city and private development
- o Look to increase the amount of clean and renewable energy purchased and utilized
- o Encourage year-round community water conservation programs
- o Pursue model environmental sustainability projects that are working symbols of the city's commitment
- o Increase recycling levels in City operations and in the community
- o Continue the City's strong leadership example through participation on boards, groups and working together with other organizations
- o Direct and comment on environmental regulatory policy that has the potential of impacting Park City, citizens and other stakeholders.
- o Reduce sprawl, preserve open space, and create compact, walkable urban communities
- o Promote Alternative Transportation
- o Promote "reasonable accommodation"/"complete streets" practices in City's annexation, MPD and CUP processes.

ACTION PLAN

Complete	Action #	
GOAL 1. Preserve and enhance the ecological systems and diversity of the City and, in turn, the Region		

X	1.1	Join ICLEI - Local Governments for Sustainability. Through the membership ICLEI will provide the City tools to inventory global warming emissions of municipal operations and community emissions.
	1.2	Inventory CO2 emissions from City operations
	1.3	Discuss and consider conducting an ecological footprint for municipal operations
	1.4	Adopt a Resolution outlining the process to measure progress in meeting the target of reducing the municipal operation's climate pollution by seven percent or greater by 2012 compared to 1990 levels.
	1.5	Implementation and technical support for this Municipal Action Plan including convening an interdepartmental Climate Team that will coordinate, track and report on implementation progress and develop climate protection performance measures to be integrated into departments' existing performance measures
	1.6	Update the City Council biannually on the Municipal Action Plan as part of the City's budget process.
	1.7	Inventory Park City community's CO2 emissions
X	1.8	Launch an employee education program including anti-idling messages
	1.9	Launch a program promoting employee use of alternative sustainable transportation
	1.10	Fund and administer the Environmental Management System
	1.11	Improve City input to watersheds
	1.12	Increase property owner use of the top soil assistance program
	1.13	Fund the Environmental Management System (EMS) as approved by UDEQ and USEPA and as obligated for delisting Prospector Development.
	1.14	Fund City's Storm Water Management Plan as approved by UDEQ and USEPA and required under the Phase II Rule of the Clean Water Act.
	1.15	Meet regulatory the requirements for the Comprehensive Environmental Response, Clean Air Act, Clean Water Act, Comprehensive Environmental Response, Compensation, and Liability Act, Resource Conservation and Recovery Act, and the Conservation Reserve Program.
	1.16	Comply with State and Federal Environmental Laws that are applicable to City Departments.
	1.17	Enforce institutional controls that are designed to protect human health and the environment from historic impacts (i.e. soils ordinance, EMS Program).
GOAL 2. Encourage the efficient use of all resources in order to ensure a future with a secure and sustainable energy supply		
	2.1	Develop General Municipal Building Efficiency Measures.
X	2.1a	Adopt a Green Building Policy for Capital Projects
	2.1b	Perform building efficiency audits to identify upgrades for all types of building systems
	2.1c	Prioritize and implement needed efficiency upgrades
	2.2	Develop and Implement Citywide green purchasing policy
	2.3	Improve the efficiency of all city vehicles
	2.4	Continue with quarterly energy use challenges among all city facilities
	2.5	Increase recycling rates in City operations
	2.5a	Contract for recycling services for Main Street and City Parks
	2.6	Review, identify and prioritize available Control Technology that minimizes air and water pollution for City use.
	2.7	Increase the community's recycling percentages
	2.7a	Investigate single stream collection of recyclables
	2.7b	Establish a municipal green waste and construction waste recycling program
GOAL 3. Encouraging environmental stewardship and protection of Park City's natural		

environment through sharing of environmental information with the community and active, meaningful community participation		
	3.1	Support local organizations that educate the public, schools, other jurisdictions, professional associations, business and industry about reducing global warming pollution.
	3.2	Support discussions for transit options between Park City and surrounding areas.
	3.3	Support Wasatch Environmental Alliance Community Action Plan by participating in action awareness campaign
	3.4	Strengthen the State Residential Energy Code through strongly advocating for state and national policies that: - o increase investment in public transit and other infrastructure that makes alternatives to motor vehicles more convenient and affordable; - o increase the fuel efficiency of motor vehicles as well as development and use of alternative fuels; - o encourage energy utilities to fully support and implement cost effective conservation and meet new demand with renewable energy sources; - o and other measures to reduce our state and national impact on the global climate.
	3.5	Launch a quarterly award recognizing a community member or business for their positive environmental impact.
	3.6	Investigate launching either solely or in cooperation with other entities a Community Climate Partnership. The Partnership would work together to help set and meet community-wide reduction goals.
X	3.7	Promote use of bio-diesel fuel to other businesses with fleet vehicles
	3.8	Support the Summit County Health Department in their investigation and programs regarding air quality.
	3.9	Increase water conservation education.
	3.10	Continue to educate ourselves on concepts and best management practices in environmental initiatives through conferences & seminars
	3.11	Co-sponsor & promote educational programs
	3.12	Direct and comment on environmental regulatory policy that has the potential of impacting Park City, citizens and other stakeholders.
GOAL 4. Incorporate environmental considerations as an integral part in assessing growth management options, land use plans, transportation plans and development proposals.		
X	4.1	Promote sustainable building practices using the U.S. Green Building Council's LEED program or a similar system;
	4.2	Adopt "reasonable accommodation"- "complete street" standards as part of annexation and LMC requirements.
	4.3	Education series for City employees to help identify green building elements in projects when reviewing plans with applicants
	4.4	Set minimum standards that require energy efficiency and green building design for construction projects in the General Plan, annexation policies and Land Management Code amendments to the MPD and CUP sections.
	4.5	Adopt and enforce land-use policies that reduce sprawl, preserve open space, and create compact, walkable urban communities;
	4.6	Review and adopt any needed changes to the Night Sky Ordinance
	4.7	Adopt Code changes that work to keep our Air Quality at current levels
	4.8	Make water conservation a priority through funding and supporting water conserving landscape enforcement through code enforcement.
	4.9	Promote transportation options such as bicycle trails, commute trip reduction programs, flex hour schedules, incentives for car pooling and public transit;
	4.10	Implement recommendations from the Walkability Study which Significantly

		Expand Bicycling and Pedestrian Infrastructure
	4.11	Develop an Employee Carpooling Campaign
	4.12	Target a location for a Park and Ride lot and investigate alternative transportation options from the lot
	4.13	Enhance current trail system and identify new trail opportunities
GOAL 5. Continue to review and investigate best practices that have the potential of substantially improving the environment		
	5.1	Return on a yearly basis to recommend and implement modifications to improve program effectiveness.

ENDORISING THE US MAYORS' CLIMATE PROTECTION AGREEMENT

WHEREAS, the U.S. Conference of Mayors has previously adopted strong policy resolutions calling for cities, communities and the federal government to take actions to reduce global warming pollution; and

WHEREAS, the Inter-Governmental Panel on Climate Change (IPCC), the international community's most respected assemblage of scientists, is clear that there is no longer any credible doubt that climate disruption is a reality and that human activities are largely responsible for increasing concentrations of global warming pollution; and

WHEREAS, recent, well-documented impacts of climate disruption include average global sea level increases of four to eight inches during the 20th century; a 40% decline in Arctic sea-ice thickness; and nine of the ten hottest years on record occurring in the past decade; and

WHEREAS, climate disruption of the magnitude now predicted by the scientific community will cause extremely costly disruption of human and natural systems throughout the world including: increased risk of floods or droughts; sea-level rises that interact with coastal storms to erode beaches, inundate land, and damage structures; more frequent and extreme heat waves, more frequent and greater concentrations of smog; and

WHEREAS, on February 16, 2005, the Kyoto Protocol, an international agreement to address climate disruption, entered into force in the 141 countries that have ratified it to date; 38 of those countries are now legally required to reduce greenhouse gas emissions on average 5.2 percent below 1990 levels by 2012; and

WHEREAS, the United States of America, with less than five percent of the world's population, is responsible for producing approximately 25% of the world's global warming pollutants yet is not a party to the Kyoto Protocol; and

WHEREAS, the Kyoto Protocol emissions reduction target for the U.S., had it ratified the treaty, would have been 7% below 1990 levels by 2012; and

WHEREAS, many leading US companies that have adopted greenhouse gas reduction programs to demonstrate corporate social responsibility have also publicly expressed preference for the US to adopt precise and mandatory emissions targets and timetables as a means by which to remain competitive in the international marketplace, to mitigate financial risk and to promote sound investment decisions; and

WHEREAS, state and local governments throughout the United States are adopting emission reduction targets and programs and that this leadership is bipartisan, coming from Republican and Democratic governors and mayors alike; and

WHEREAS, many cities throughout the nation, both large and small, are reducing global warming pollutants through programs that provide economic and quality of life benefits such as reduced energy bills, green space preservation, air quality improvements, reduced traffic congestion, improved transportation choices, and economic development and job creation through energy conservation and new energy technologies; and

WHEREAS, mayors from around the nation have signed the U.S. Mayors Climate Protection Agreement which reads:

The U.S. Mayors Climate Protection Agreement

- A. We urge the federal government and state governments to enact policies and programs to meet or beat the Kyoto Protocol target of reducing global warming pollution levels to 7% below 1990 levels by 2012, including efforts to: reduce the United States’ dependence on fossil fuels and accelerate the development of clean, economical energy resources and fuel-efficient technologies such as conservation, methane recovery for energy generation, wind and solar energy, fuel cells, efficient motor vehicles, and biofuels;
- B. We urge the U.S. Congress to pass the bipartisan Climate Stewardship Act sponsored by Senators McCain and Lieberman and Representatives Gilchrist and Olver, which would create a flexible, market-based system of tradable allowances among emitting industries; and
- C. We will strive to meet or exceed Kyoto Protocol targets for reducing global warming pollution by taking actions in our own operations and communities such as:
 - 1. Inventory global warming emissions in City operations and in the community, set reduction targets and create an action plan.
 - 2. Adopt and enforce land-use policies that reduce sprawl, preserve open space, and create compact, walkable urban communities;
 - 3. Promote transportation options such as bicycle trails, commute trip reduction programs, incentives for car pooling and public transit;
 - 4. Increase the use of clean, alternative energy by, or example, investing in “green tags”, advocating for the development of renewable energy resources, and recovering landfill methane for energy production;
 - 5. Make energy efficiency a priority through building code improvements, retrofitting city facilities with energy efficient lighting and urging employees to conserve energy and save money;
 - 6. Purchase only Energy Star equipment and appliances for City use;
 - 7. Practice and promote sustainable building practices using the U.S. Green Building Council’s LEED program or a similar system;
 - 8. Increase the average fuel efficiency of municipal fleet vehicles; reduce the number of vehicles; launch an employee education program including anti-idling messages; convert diesel vehicles to bio-diesel;
 - 9. Evaluate opportunities to increase pump efficiency in water and wastewater systems; recover wastewater treatment methane for energy production;
 - 10. Increase recycling rates in City operations and in the community;
 - 11. Maintain healthy urban forests; promote tree planting to increase shading and to absorb CO₂; and
 - 12. Help educate the public, schools, other jurisdictions, professional associations, business and industry about reducing global warming pollution.

NOW, THEREFORE, BE IT RESOLVED that the U.S. Conference of Mayors endorses the US Mayors Climate Protection Agreement and urges mayors from around the nation to join this effort.

BE IT FURTHER RESOLVED, The U.S. Conference of Mayors will establish a formal relationship with International Council for Local Environmental Initiatives (ICLEI) Cities for Climate Protection Program to track progress and implementation of the US Mayors Climate Protection Agreement.

US Conference of Mayors Climate Protection Agreement – Signature Page

DATE: May 19, 2005

You have my support for the US Mayors Climate Protection Agreement.

Mayor Dana Williams

Park City Municipal Corporation
445 Marsac Avenue
PO Box 1480
Park City, Utah 84060

Staff Contact: Alison Butz, Special Events and Facilities Manager
(435)615-5151
butz@parkcity.org

Please add my comments in support of the US Mayors Climate Protection Agreement. We will add these to the Website (*optional*):

Please return completed form at your earliest convenience to: **US Mayors Climate Protection Agreement**

c/o City of Seattle **OR**
Office of Sustainability and Environment
PO Box 94729
Seattle Municipal Tower
Seattle, WA 98124-4729

FAX 206-684-3013

email PDF file to:
dena.gazin@seattle.gov



6

PARK CITY MUNICIPAL CORPORATION

**1990 & 2007 CARBON INVENTORY
BASELINE ASSESSMENT**

Environmental Performance Group

August 2008

Park City Municipal Corporation
2007 & 1990 Carbon Inventory Baseline Assessment

August 2008

Report prepared by
Environmental Performance Group
EPG Job No. 1029-01

Front and back cover photography and design by Crystal Ward.

*All copies of this report have been double-sided printed
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Energy	Oil	Water	Air Pollutants	Trees
 25,110 BTU	 1.41 pints	 26.0 pints	 12.66 grams	 13.1 lbs

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Introduction

This report presents the results of a Carbon Inventory Baseline Assessment conducted by Environmental Performance Group, Inc. for the Park City Municipal Corporation's government operations. This assessment includes a carbon footprint of the significant City greenhouse gas emissions during the 2007 calendar year, as well as an estimate of the government's 1990 carbon inventory.



In 2005, Park City's Mayor Dana Williams signed the U.S. Mayors' Climate Protection Agreement (MCPA), committing to reducing Park City's greenhouse gas emissions by 7% below 1990 levels. Reflecting Kyoto Protocol requirements, the MCPA is one way that public sector organizations have taken steps to curb greenhouse gas emissions in spite of limited action at the federal level.

Furthermore, the state of Utah entered into the Western Climate Initiative in 2007. The Western Climate Initiative (WCI) has set a regional goal of reducing greenhouse gas emissions 15% below 2005 levels by 2020, or 33% below business-as-usual levels. Additionally, the WCI has set a goal of designing a regional carbon cap-and-trade program by August of 2008. The WCI is currently planning to include the following sources in its cap-and-trade program: the electricity sector, large stationary combustion sources, industrial processes, waste management emissions, fossil fuel production and processing, transportation fuels, and residential and commercial fuel combustion.

Park City Municipal Corporation (PCMC) is undertaking a Carbon Inventory Baseline Assessment of its City offices and operations in order to better understand its current greenhouse gas emissions, and to enable the City's government to plan toward its MCPA commitment and prepare for the impacts of the WCI agreement.

In addition to the commitments outlined above, a Carbon Inventory Baseline Assessment will provide Park City Municipal with an overview of its operations that helps it identify and prioritize its opportunities to become more environmentally sustainable and eco-efficient.

Public and private sector organizations are realizing that by improving their eco-efficiency they can also drive growth and reduce costs. Consumers and the marketplace are coming to expect environmental stewardship from environmentally responsible organizations. At the same time, internal and external stakeholders are looking for organizations to take a leadership role in reducing society's impact on the environment. Now more than ever, community leaders have the opportunity to lead by example.

Municipalities that have pursued environmental sustainability programs consistently report reaping benefits including improved efficiency, waste reduction, growth, cost and risk reduction, and improved human asset management. Environmental Performance Group believes that, in the future, all leading organizations will adopt and practice eco-strategies and applauds Park City Municipal's efforts.

Study Purpose and Objectives

The purpose of this Carbon Inventory Baseline Assessment is to provide Park City's leadership with an overview of the municipality's current level of greenhouse gas emissions, and identify opportunities to increase the overall eco-efficiency of Park City's operations.

Objectives for the current assessment include:

- Identify and assess greenhouse gas (GHG) impacts of Park City Municipal's operations
- Develop a baseline of Park City Municipal's carbon inventory for 2007
- Per MCPA requirements, develop an estimate of Park City Municipal's carbon inventory for 1990
- Establish a basis for the development of an environmental sustainability plan, in which annual monitoring and reduction of GHG emissions are objectives

Scope of Work

In order to accomplish Park City Municipal's objectives for this analysis, EPG performed the following scope of work:

- Meet with Park City's Environmental Sustainability Team
- Review Park City's departments and tour where appropriate
- Create a customized data questionnaire to obtain major energy uses, impacts of operational activities, and major waste outputs
- Aid Park City's Environmental Sustainability Team in completing the questionnaire
- Research and analyze greenhouse gas impact data
- Complete an impact analysis including a carbon inventory for 2007 and an estimate for 1990
- Prepare this report

Crystal Ward, Sustainability Project Manager and Diane Foster, Environmental Affairs Manager coordinated the data gathering effort throughout Park City Municipal, collaborated with EPG on establishing the assessment goals and boundaries, and provided the management support necessary to complete this assessment.

Facility Description



Founded in 1869 as a silver mining town, Park City has since left its silver mining roots and is now known as one of America's premier skiing and all-season resort destinations. In 2002, Park City was chosen as a venue site for the Winter Olympics, and is home to three ski resorts: The Canyons Resort, Deer Valley Resort, and Park City Mountain Resort. During the winter season, Park City offers world class skiing locations, and during the summer season the city offers a range of mountain biking, hiking, and other recreational opportunities.

Located in Summit County, Utah, Park City has an estimated population of 8,044 residents. Elevation at Main Street is 7,000 ft., and elevation throughout the city limits ranges from 6,500 ft. to 10,000 ft. City limits cover approximately 12 square miles, and the city has approximately 94 miles of roads. Park City has 196 full time employees, working in over 20 departments.

The departments covered in this study include: Budget, Building, Building Maintenance, Engineering, Executive, Finance, Human Resources, I.T., Legal, Library, Parks and Golf Maintenance (including Fields), Planning, Police, Public Works (including Fleet, Streets, and Transit/Parking), Racquet Club, Recreation (including Ice Rink), Sustainability (including Special Events), and the Water Department (including distribution, pumps, and tanks).

Carbon Inventory Overview

The following pages present a conceptual overview of the carbon inventory and a brief discussion of the boundaries chosen for this study. This section begins with a discussion of the ISO 14064-1 carbon inventory standard chosen for this assessment, and then moves on to discuss the specific components that make up Park City Municipal's carbon inventory assessment.

The *carbon inventory*, or “carbon footprint” as it is sometimes called, measures the tons of greenhouse gases emitted by an organization. Carbon dioxide and other greenhouse gas wastes have contributed in large measure to the current stress humans are placing on Earth's ecosystems. Within the scientific community, there is widespread agreement that anthropogenic (human made) greenhouse gas emissions are directly linked to climate change, and if left unchecked will result in a global warming trend with wide ranging consequences. This has led many political groups, ranging from the G8¹ to the Western Governor's Association, to call for policies that reduce greenhouse gas emissions. In addition, both the Democratic and Republican presidential candidates for the 2008 election recognize the threat posed by global warming, and both candidates have committed to implementing a national greenhouse gas cap-and-trade program.

For this study, EPG recommended that Park City Municipal choose to report on the most recent year for which a full annual dataset was available. Therefore, this assessment was performed for the 2007 calendar year. Park City reported on the following general emissions sources:

- Energy
- Transportation
- Solid Waste
- Fugitive emissions

Reporting was structured to meet the ISO 14064-1 standard, discussed in more detail below.

The Standard: ISO 14064-1

The ISO 14064-1 standard titled *Specification with guidance at the organization level for quantification and reporting of greenhouse gas emissions and removals* forms the basis standard for carbon inventory assessments. All other credible carbon inventory standards are consistent with the ISO 14064-1 standard.

¹ The G8 refers to the “Group of Eight” – a group of eight countries making up the world's leading economies which meets annually.

The ISO 14064-1 carbon inventory standard requires the reporting organization to include all *Direct* greenhouse gas emissions sources and all *Energy Indirect* sources. Any additional *Other Indirect* sources may be included at the discretion of the reporting organization. All six greenhouse gases identified by the Kyoto Protocol must be accounted for: carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), perfluorocarbons (PFCs), hydrofluorocarbons (HFCs), and sulfur hexafluoride (SF₆). Each of these greenhouse gases is normalized to an equivalent amount of carbon dioxide via that gas's global warming potential (GWP). For example, methane has a GWP of 21, meaning that one ton of methane has a global warming impact equivalent to 21 tons of carbon dioxide. In this way, all greenhouse gases emitted across an organization can be summed up into a single result: tons of carbon dioxide equivalents (tons CO₂e) emitted. The GWP for each greenhouse gas is listed in Table 1. Since PFCs and HFCs describe a range of compounds, the range of their associated GWPs is listed.

Greenhouse Gas	Global Warming Potential
CO ₂	1
CH ₄	21
N ₂ O	310
PFCs	6,500 – 9,200
HFCs	140 – 11,700
SF ₆	23,900

Table 1: Kyoto Protocol greenhouse gases and their global warming potentials (GWPs). The GWP of carbon dioxide is 1 by definition.

ISO 14064-1 sets forth five guiding principals to be considered when undertaking a carbon inventory analysis. A carbon inventory should be:

1. Relevant
2. Complete
3. Consistent
4. Accurate
5. Transparent

As mentioned, ISO 14064-1 requires reporting of greenhouse gas emissions in three categories, with each category assigned to a separate scope: direct emissions (scope 1), energy indirect emissions (scope 2), and other indirect emissions (scope 3). Each of these scopes is described below, with discussion of relevant boundary decisions for Park City Municipal's inventory included.

Scope 1: Direct Greenhouse Gas Emissions

Scope 1 "direct" greenhouse gas emissions are defined as greenhouse gases emitted from a source that is owned or controlled by the reporting organization. Direct greenhouse gas emissions are a required component of any carbon inventory assessment.

Direct greenhouse gas emissions sources commonly include organization-controlled boilers, coolant systems, process equipment, and vehicles. Note that emissions from vehicles not controlled by the organization are considered scope 3 "other indirect" emissions, even when those vehicles are used for business purposes (such as an airline flight).

Park City Municipal’s direct (Scope 1) greenhouse gas emissions sources and the activity data used to estimate their associated greenhouse gas emissions are shown in Table 2 below.

Source	Activity Data (units)
Building heating	Natural gas (decatherms)
Building cooling	Fugitive coolant (pounds)
City fleet	Fuel usage (gallons)

Table 2: Park City Municipal’s direct (scope 1) greenhouse gas sources, activity data from which emissions are calculated, and activity data reporting units.

Scope 2: Energy Indirect Greenhouse Gas Emissions

Scope 2 “energy indirect” greenhouse gas emissions are defined as greenhouse gases emitted from the generation of an energy source that is imported by the reporting organization. The most common energy indirect emission source is the generation of electricity purchased by the reporting organization. However, other energy indirect emission sources include the generation of steam or heat purchased by the reporting organization.

Energy indirect emissions are “indirect” emissions in that the emissions source (such as an electric power plant) is not owned or controlled by the reporting organization. However, since the reporting organization often has significant control over the consumption of the energy resource leading to the greenhouse gas emission, these emissions sources are given their own scope and reporting of these greenhouse gas emissions is a required component of any carbon inventory assessment.

Park City Municipal’s sole energy indirect greenhouse gas emissions source was the generation of its purchased electricity, with greenhouse gas emissions calculated based on the kilowatt-hours of electricity purchased by the City as shown in Table 3 below.

Source	Activity Data (units)
Electricity	Electricity purchases (kWh)

Table 3: Park City Municipal’s energy indirect (scope 2) greenhouse gas sources, activity data from which emissions are calculated, and activity data reporting units.

Scope 3: Other Indirect Greenhouse Gas Emissions

Scope 3 “other indirect” greenhouse gas emissions are defined as greenhouse gases – other than energy indirect emissions – emitted as a result of the reporting organization’s activities, but emitted from sources that are not owned or controlled by the reporting organization. Other indirect greenhouse gas emissions sources can include business travel in non-organization-controlled vehicles, employee commuting, solid waste disposal, manufacture and transport of purchased goods, and a host of other greenhouse gas emissions sources. Because other indirect emissions sources are not directly owned or controlled by the reporting organization, reporting of these emissions is not a required component of a carbon inventory assessment.

However, organizations can (and do) choose to report those other indirect emissions sources that can be reported accurately and are relevant to the intended users of the report. Park City Municipal has chosen to report other indirect emissions resulting from air travel and ground travel for business purposes, employee commuting, and the degradation of its solid waste in area landfills. Regarding solid waste, Park City Municipal recognizes that this not only includes solid

waste generated by municipal business operations, but also solid waste generated by the public and disposed of in government-maintained waste receptacles. As a facet of municipal operations, waste collection from public areas (such as parks and streets) is considered a business function of the municipality and therefore included in the baseline inventory. Greenhouse gas emissions from this solid waste were calculated assuming U.S. average Municipal Solid Waste (MSW) composition.

Park City Municipal's other indirect greenhouse gas emissions sources and the activity data used to estimate their associated greenhouse gas emissions are shown in Table 4 below.

Source	Activity Data (units)
Business Travel – Air and Ground	Travel distance (miles)
Employee Commute	Commute distance (miles)
Solid Waste	Waste weight (tons)

Table 4: Park City Municipal's other indirect (scope 3) greenhouse gas sources, activity data from which emissions are calculated, and activity data reporting units.

Assessment Results: Park City Municipal Corporation's 2007 Carbon Inventory

In 2007, Park City Municipal's total carbon inventory was estimated to be 17,003 tons of carbon dioxide equivalents (CO₂e). This is roughly equivalent to the average annual emissions of 2,891 cars in the US. The land area required to absorb an amount of CO₂ waste equivalent to the greenhouse gases generated by all emissions sources considered in this study would be roughly 10,400 acres of world average forest.

Emissions by Scope (tons CO ₂ e)	
Scope 1	7,047
Scope 2	7,824
Scope 3	2,132
Total	17,003

Table 5: Park City's greenhouse gas emissions by scope.

Per the Mayor's Climate Protection Agreement, Park City Municipal also requested an estimate of its 1990 carbon inventory. Park City Municipal's 1990 carbon inventory was roughly estimated to be 8,002 tons CO₂e, or 47% of the 2007 inventory. For details on the 1990 emissions estimate methodology, please see Appendix B.

Park City Municipal's carbon inventory was reported in short tons (US) CO₂e, but carbon inventories are also commonly reported in metric tonnes (tonnes) CO₂e. As there are approximately 0.91 tonnes per short ton (US), the municipality's 2007 carbon inventory in metric tonnes would be 15,473 tonnes CO₂e, and the 1990 carbon inventory would be 7,282 tonnes CO₂e.

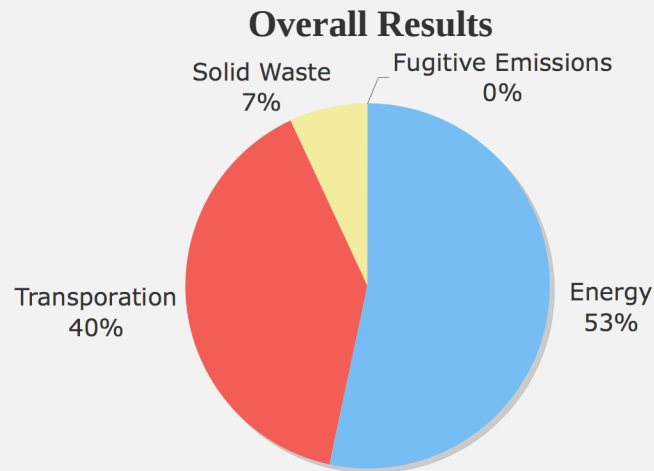
Park City Municipal's carbon inventory was divided into four categories: energy, transportation, waste, and fugitive coolant emissions². Of these four categories, energy was the most significant component of the municipality's carbon inventory, with transportation and solid waste also making significant contributions. Municipal electricity use alone accounted for 46% of its total carbon inventory.

Additionally, Park City Municipal's carbon inventory was broken out by department and by facility. The city government's top five contributing departments were Water, Fleet, Transit/Parking, Racquet Club, and Streets. The top five contributing facilities were Water Distribution (including pumps and tanks), Racquet Club, Quinn's Ice Arena, Spiro Water Treatment Plant, and Marsac.

The graphics in Figure 1 on the following page show Park City Municipal's overall carbon inventory and a detailed data summary of each significant greenhouse gas source including conversion factors. The graphics in Figure 2 show departmental and facility breakdowns of the City's carbon inventory. For each significant individual greenhouse gas source, the table in Figure 1 presents the estimated amount of the GHG-generating resource consumed by the City in the baseline year, the measurement units for that resource (ex. gallons), a conversion factor that converts that specific resource into tons of CO₂e, and the resulting CO₂e emissions produced by that resource consumption within Park City's municipal operations during the baseline year.

² Because it is an HCFC that degrades Earth's ozone, Park City Municipal's R21 coolant is being internationally phased out and so is not considered an official Kyoto greenhouse gas. However, besides contributing to the degradation of Earth's atmospheric ozone, R21 is still a potent greenhouse gas with a contribution to global warming that is approximately 1,700 times stronger than carbon dioxide.

Park City Municipal's 2007 Carbon Inventory Assessment



Carbon Inventory Detailed Results

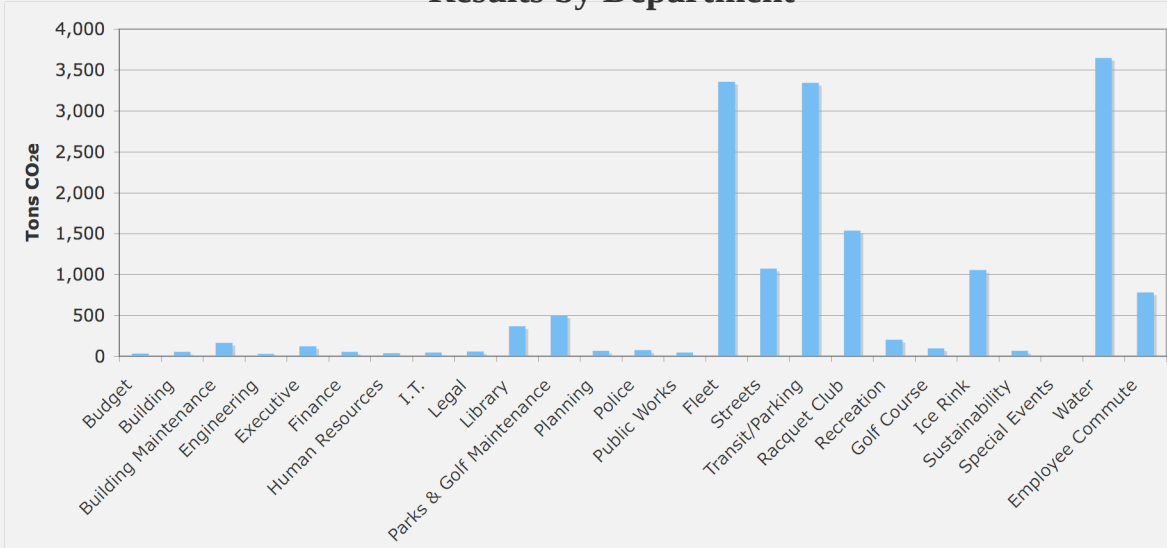
Component	Input Data	Input Units	Conversion Factor	Result (tons CO ₂ e)
Energy: Electricity	8,067,024	kWh	0.00097	7,824
Energy: Natural Gas	159,224	therms	0.00058	927
Energy: Propane	51,829	gallons	0.0064	331
Transportation: Fleet - Diesel Vehicles	231,979	gallons	0.0112	2,597
Transportation: Fleet - Gasoline Vehicles	53,056	gallons	0.0100	532
Transportation: Transit	237,454	gallons	0.0112	2,655
Transportation: Non Fleet - Airplane	203,095	miles	0.00076	154
Transportation: Non Fleet - Automobile	39,890	miles	0.00044	17
Transportation: Commute - Car	866,872	miles	0.00044	379
Transportation: Commute - Light Truck	592,879	miles	0.00062	367
Transportation: Commute - Other*	277,673	miles	0.00013	36
Solid Waste: Landfill	433	tons	2.73	1,179
Fugitive Emissions: R-22 Coolant	6	lbs	0.85	5
Total GHG Emissions				17,003

*The category "Commute - Other" includes mass transit, motorcycle, CNG vehicles, carpool, bicycle, and walking.

Figure 1: Park City Municipal's 2007 Carbon Inventory Assessment. This figure contains two different views of Park City's carbon inventory: an overall breakdown by category and a detailed data table of the total inventory.

Park City Municipal's 2007 Carbon Inventory Assessment, Cont'd

Results by Department



Results by Facility

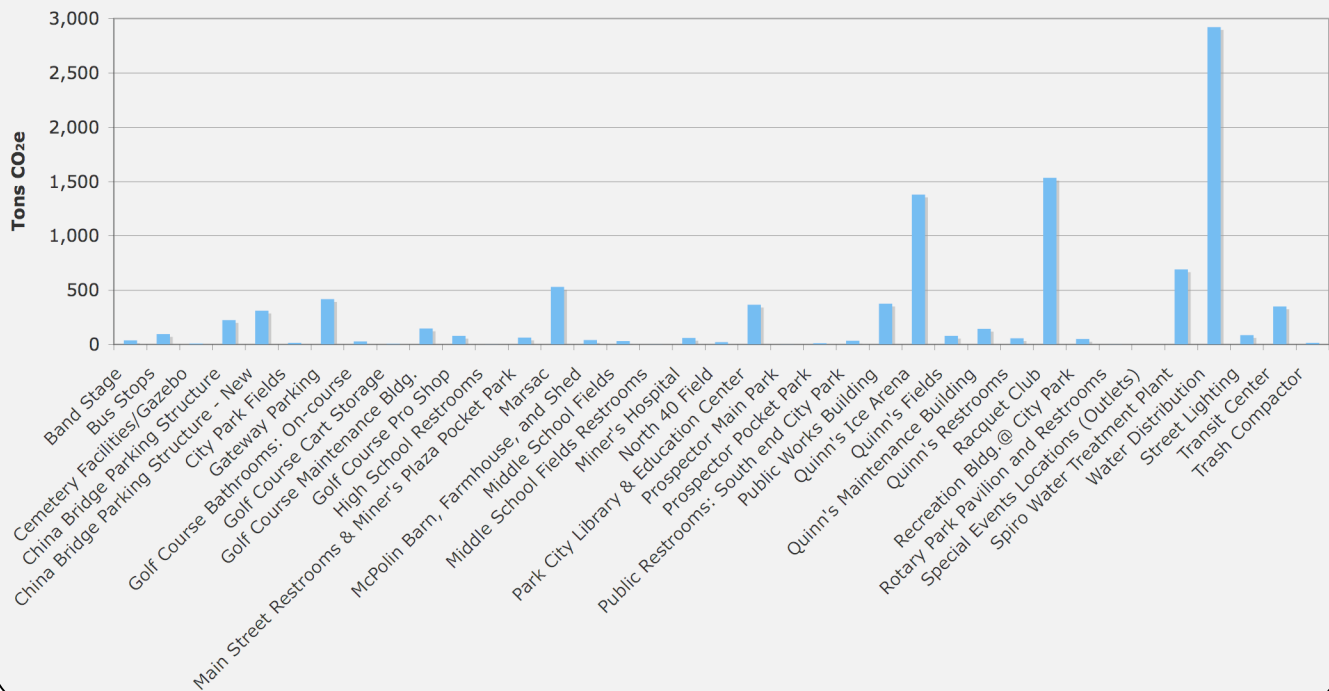


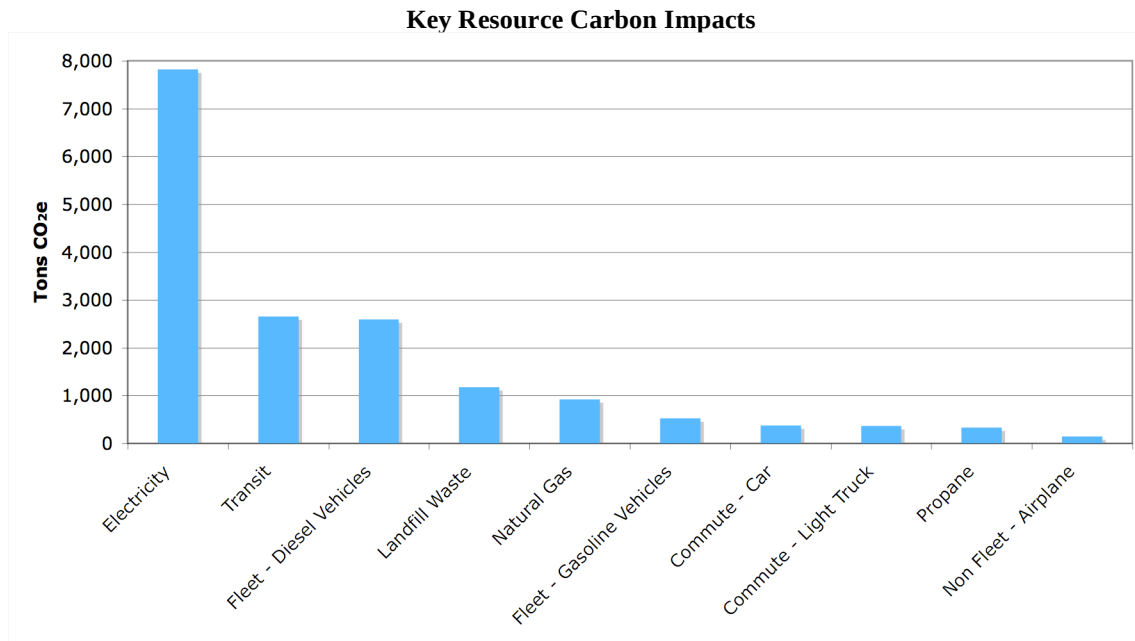
Figure 2: Park City Municipal's 2007 Carbon Inventory Assessment. This figure contains two additional views of Park City's carbon inventory: a breakdown by department and a breakdown by facility. The facility breakdown only displays facility-related emissions; transportation emissions are excluded in this view.

Park City Municipal's Opportunity Areas

This section presents examples of various potential opportunities to reduce Park City Municipal's ecological impacts, realize eco-efficiencies, and position the municipality as an eco-friendly organization. These examples should only be considered as a starting point. Once Park City Municipal establishes its overall environmental priorities, the relative costs and benefits of potential changes can be evaluated and a short list of high impact priorities can be generated for the municipality's use.

Eco-Efficiency Opportunities

Park City Municipal's ten most significant carbon emission sources measured in this carbon inventory are shown below. These sources account for 99.7% of the municipality's carbon inventory. Therefore, Park City Municipal is likely to achieve greenhouse gas impact reductions by creating strategies that focus on these ten areas.



A general discussion regarding Park City Municipal's opportunities to reduce the footprint of each of these resource categories follows. The strategies listed are preliminary suggestions of some common approaches, but are not a comprehensive list of possible approaches, and do not necessarily reflect Park City Municipal's priorities and preferences.

Electricity, Natural Gas, and Propane are key energy contributors to PCMC's carbon inventory and ecological footprint. PCMC receives its electricity from Rocky Mountain Power, where 95% of the electricity is produced from coal power plants and nearly one ton of greenhouse gases is generated per MWh of electricity produced. From the years 2000 to 2007, Rocky Mountain Power electricity rates increased an average of 5% annually, and the utility has recently requested an additional 11% rate increase from the State. In addition, both the Democratic and Republican candidates for US President advocate the implementation of a national carbon cap and trade program, which will likely lead to further increases in the cost of energy.

To reduce the impact of its energy consumption, PCMC could consider:

- Onsite renewable energy production with wind or solar power
- Requiring energy efficient building design elements for all future building projects
- Energy efficient building heating and cooling systems, such as geothermal systems or solar water heating
- LEED certification in energy efficient and environmental building design
- Purchasing only the most energy efficient equipment bearing Energy Star certification
- Undertaking an energy audit to identify and reduce inefficiencies
- Purchasing renewable energy credits or carbon offsets
- Training employees in energy efficient and carbon reducing operational practices
- Setting energy use reduction goals and implementing a monitoring system to track progress
- Developing a communication and reward program for energy efficiency ideas and best practices

Transit, Fleet, Commuting, and Air Travel are the key transportation contributors to PCMC's carbon inventory. With an average fuel efficiency of only 5.5 miles per gallon, heavy vehicles emit approximately two tons CO₂e per 1,000 miles traveled. Travel by aircraft emits roughly three quarters of a ton of CO₂e per 1,000 miles per passenger. On average, SUVs emit 40% more greenhouse gases per mile than passenger cars, and over 400% more greenhouse gases per mile than mass transit.

With oil prices on the rise due to increasing global demand and a slowdown in the US economy, oil-based transportation is becoming more and more costly. To reduce the impact of its transportation activities, PCMC could consider:

- Creating employee incentive programs to encourage the use of fuel-efficient vehicles, car pooling or mass transit for employee commuting and business ground travel
- Purchasing only the most fuel efficient vehicles as the City replaces the vehicles it currently owns
- Reducing the idling of City fleet and transit vehicles
- Replacing a portion of the total air travel with teleconferences or virtual meetings
- Purchasing carbon offsets for transportation activities
- Setting fuel use reduction goals and a monitoring system to track progress
- Developing a communication and reward program for fuel efficiency ideas and best practices
- Training employees in fuel efficient and carbon reducing operational practices

PCMC employees do currently employ a number of emissions reducing commute practices. During the baseline year, City employees commuted over 275,000 miles by bicycle, walking, bus, carpool, motorcycle, and compressed natural gas vehicles. This resulted in greenhouse gas emissions reductions of approximately 85 tons CO₂e.

Solid Waste disposal and recycling are often considered basic components of any green program. Landfill degradation of cardboard, paper and other solid waste components generates methane – a greenhouse gas twenty-one times more potent than carbon dioxide. Because of this methane generation, the degradation of cardboard, paper or other waste in landfills generates approximately two to five tons of greenhouse gases per ton of waste.

PCMC can apply the accepted three-tiered approach to its solid waste: reduce, reuse, and

recycle.

- To **reduce** its solid waste, PCMC could consider implementing electronic document storage and double-sided printing as standard practices throughout the organization.
- PCMC could consider **reusing** its solid waste by sourcing organizations that can use its wastes as resource inputs in their own operations, just as biodiesel fuel is being developed from waste cooking oil.
- Finally, waste that cannot be reduced or reused can be **recycled**. PCMC could engage citizens in a recycling awareness program, engage employees in a waste reduction and recycling training program, and make recycling bins clearly available throughout its offices, parks, and streets.

Some organizations are even setting goals to reduce, reuse, and recycle waste until their facilities achieve “zero landfill waste” status.

PCMC does already have a recycling program in place, and through this program the municipality recycled approximately 39 tons of solid waste during the baseline year. This recycling effort reduced greenhouse gas emissions by an estimated 106 tons CO₂e.

Other Opportunities

In addition to the business benefits of resource and waste reduction, environmental sustainability now plays a key role in external promotion and brand image. Park City Municipal has a significant opportunity to take advantage of its desire to be eco-friendly. Some of the opportunities that PCMC may wish to pursue are described briefly below.

Community Engagement

As PCMC pursues its own eco-efficiency measures, it may want to consider telling the public what it is doing and offering them the opportunity to get involved as well. Literature describing PCMC’s actions and success stories to the local citizens and guests could be the first steps in community engagement. Other measures might be:

- Offering a webpage explaining why environmental sustainability is important to Park City Municipal
- Publishing impacts and impact reductions for the public to review
- Offering the public a “carbon neutral” option for their ride on the municipality’s transit system, where carbon offsets have been included in the price of the ticket
- Obtaining a green certification such as EarthRight to demonstrate PCMC’s commitment to and progress toward environmental sustainability best management practices

Through careful promotion of its environmental commitments and achievements, Park City Municipal can differentiate itself and position itself to benefit from the growing green consciousness among both the public and the business world. In addition, PCMC can build public goodwill and further establish itself as a leading municipality on the national stage.

Employee Engagement

With any major strategic initiative, maximum benefits are achieved through understanding, engagement, and action at all levels of the organization. Employee environmental awareness and alignment will be integral to successfully implementing Park City Municipal's sustainability program. Top leadership commitment and engaging employees at all levels of the organization will help foster innovation and efficiency, and will best position the municipality to realize the full environmental and financial benefits of its sustainability program.

In Utah's current economic climate, hiring and retaining good employees is critical to organizational success. Studies and case histories show that employees are more loyal to employers when the employees buy into the organization's values. An organization's well-communicated commitment to environmental sustainability can increase employee satisfaction and motivate its employees to be more productive.

Next Steps



Park City Municipal Corporation's commitment to undertaking this assessment represents an important step in continuing to improve its overall environmental sustainability.

This assessment of Park City Municipal's carbon inventory allows the government organization to better understand its environmental impacts and opportunities, and set goals around environmental impact reduction, cost savings, growth, risk reduction and organizational health. It will also allow the City to baseline, measure, and report progress toward those goals.

We have found that organizations that follow the general outline of the sustainability program shown below realize the greatest benefits. Environmental Performance Group recommends that Park City Municipal now begin to develop, implement, and promote a formal Environmental Sustainability Plan through the following process:

- Develop leadership understanding and overall sustainability rationale and commitment
- Assemble and align a Green Team
- Develop specific environmental goals, strategies and metrics using the baseline data provided in this report
- Formalize an Environmental Sustainability Plan
- Communicate and implement the plan throughout the organization, including employee training as needed
- Conduct ongoing carbon inventory measurements for future calendar years
- Promote the plan and accomplishments to local citizens, guest, and other community stakeholders

EPG would welcome the opportunity to assist you with any or all of the above steps.

Closing

We very much appreciate the opportunity to assist you on this project. If you have any questions or if we can be of assistance in any way, please don't hesitate to contact one of the undersigned.

Sincerely,
Environmental Performance Group, Inc.

Andy Hultgren
Project Manager

Richard Young, PE
President

Appendix A: 2007 Data and Calculations

Park City Municipal Corporation Total Greenhouse Gas Emissions
Year 2007 (Tons CO ₂ e)
17,003

Year 1990 (Tons CO ₂ e)
8,002

PARK CITY MUNICIPAL CORPORATION GHG INVENTORY - BY DEPARTMENT																								
YEAR : 2007	Greenhous Gas Emissions Sources												Greenhouse Gas Emissions (tons CO ₂ e)											
Department Name	Annual Electricity Used (kWh)	Annual Natural Gas Used (therms)	Annual Propane Used (gal)	Fleet: Annual Gasoline Used (gallons)	Fleet: Annual Diesel Used (gallons)	Fleet: Annual B100 Biodiesel Used (gallons)	Non-Fleet: Auto Annual Business Travel (miles)	Non-Fleet: Air Annual Business Travel (miles)	R-22 Fugative Coolant Emissions	R-410A Fugative Coolant Emissions	Solid Waste - Landfill (tons)	Solid Waste - Recycle or Reuse (tons)	Electricity	Natural Gas	Propane	Fleet: Gasoline	Fleet: Diesel	Fleet: B100 Biodiesel	Non-Fleet: Auto Annual Business Travel	Non-Fleet: Air Annual Business Travel	R-22 Fugative Coolant	R-410A Fugative Coolant	Solid Waste - Landfill	Solid Waste - Recycle or Reuse
Budget	16,972	651	0				1,996	2,120	0	0	4	1	16	4	0				0.9	2	0		10	0
Building	29,343	1,125	0				2,997	0	0	0	6	1	28	7	0				1.3	0	0		17	0
Building Maintenance	102,918	2,273	0				0	0	0	0	19	0	100	13	0				0.0	0	0		50	0
Engineering	17,756	681	0				65	0	0	0	4	1	17	4	0				0.0	0	0		10	0
Executive	54,869	2,103	0				290	34,887	0	0	11	2	53	12	0				0.1	26	0		31	0
Finance	30,365	1164.02022	0				1,065	1,628	0	0	6	1	29	7	0				0.5	1	0		17	0
Human Resources	20,312	779	0				1,022	1,900	0	0	4	1	20	5	0				0.4	1	0		12	0
I.T.	17,443	43	0				1,491	20,592	0	0	5	1	17	0	0				0.7	16	0		13	0
Legal	28,866	1,107	0				3,559	9,431	0	0	6	1	28	6	0				1.6	7	0		16	0
Library	210,443	20,608	0				816	4,168	0	0	15	15	204	120	0				0.4	3	0		42	0
Parks & Golf Maintenance	153,724	13,913	0				638	840	0	0	100	0	149	81	0				0.3	1	0		273	0
Planning	36,363	1,394	0				2,171	3,576	0	0	8	1	35	8	0				0.9	3	0		21	0
Police	38,408	1,472	0				2,715	8,181	0	0	8	2	37	9	0				1.2	6	0		22	0
Public Works: Total	1,366,442	5,033	0	53,056	444,222	25,211	2,549	47,182	5	0	177	7	1,325	29		532	4,970	282	1.1	36	5		482	0
Public Works	7,397	18	0				275	44,652	0	0	2	0	7	0					0.1	34	0		6	0
Fleet	129,922	318	0	53,056	231,979	0	68	0	4	0	37	5	126	2		532	2,597	0	0.0	0	3		100	0
Streets	1,019,036	15	0				169	0	0	0	30	0	988	0					0.1	0	0		82	0
Transit/Parking*	210,087	4,682	0		212,243	25,211	2,037	2,530	1	0	108	2	204	27	161		2,373	282	0.9	2	1		294	0
Racquet Club	916,506	94,705	0				670	0	0	0	36	6	889	551	0				0.3	0	0		97	0
Recreation: Total	1,327,348	1,906	51,829				9,563	18,730	0	0	14	6	1,287	11	0				4.2	14	0		37	0
Recreation	172,788	1,906	0				1,119	8,386	0	0	6	0.2	168	11	0				0.5	6	0		18	0
Golf Course	71,840	0	0				6,888	4,744	0	0	7	2	70	0	0				3.0	4	0		20	0
Ice Rink	1,082,720	0	51,829				1,556	5,600	0	0	0	3	1,050	0	0				0.7	4	0		0	0
Sustainability: Total	28,343	1,060	0				4,513	22,899	0	0	6	1	27	6	0				2.0	17	0		16	0
Sustainability	27,639	1,060	0				4,513	22,899	0	0	6	1	27	6	0				2.0	17	0		16	0
Special Events	704	0	0				0	0	0	0	0	0	1	0	0				0.0	0	0		0	0
Water	3,670,603	9,209	0				3,770	26,961	0	0	5	1	3,560	54					1.6	20	0		13	0
TOTALS	8,067,024	159,224	51,829	53,056	444,222	25,211	39,890	203,095	6	0	433	48	7,824	927	0	532	4,970	282	17	154	5	0	1,179	0

*Note on Transit/Parking annual diesel and B100 biodiesel usage and their corresponding greenhouse gas emissions (tons CO₂e): Approximately 44% of these totals are for public transit services provided in Summit County; the remaining 56% reflect services within Park City limits. Per ISO 14064-1 standards, all of these greenhouse gas emissions were still attributed to Park City Municipal since the municipality has full control over the operation and maintenance of the vehicles.

PARK CITY MUNICIPAL CORPORATION GHG INVENTORY - BY FACILITY

YEAR : 2007		Greenhouse Gas Emissions Sources								Greenhouse Gas Emissions (tons CO ₂ e)								Total GHGs By Facility
Facility Name	Associated Department(s)	Annual Electricity Used (kWh)	Annual Natural Gas Used (therms)	Annual Propane Used (gal)	R-22 Fugative Coolant Emissions (lbs)	R-410A Fugative Coolant Emissions (lbs)	Solid Waste - Landfill (tons)	Solid Waste - Recycle or Reuse (tons)		Electricity	Natural Gas	Propane	R-22 Fugative Coolant	R-410A Fugative Coolant	Solid Waste - Landfill	Solid Waste - Recycle or Reuse		
Band Stage	Parks & Golf Maintenance	49	0	0	0	0	14	0		0	0	0	0		39	0		39
Bus Stops	Transit/Parking	0	0	0	0	0	36	0		0	0	0	0		97	0		97
Cemetery Facilities/Gazebo	Parks & Golf Maintenance	1,977	0	0	0	0	3	0		2	0	0	0		8	0		10
China Bridge Parking Structure	Streets	201,653	0	0	0	0	11	0		196	0	0	0		31	0		227
China Bridge Parking Structure - New	Streets	291,240	0	0	0	0	11	0		282	0	0	0		31	0		314
City Park Fields	Parks & Golf Maintenance	16,794	0	0	0	0	0	0		16	0	0	0		0	0		16
Gateway Parking	Streets	414,240	0	0	0	0	6	0		402	0	0	0		15	0		417
Golf Course Bathrooms: On- course	Parks & Golf Maintenance	29,334	0	0	0	0	0	0		28	0	0	0		0	0		28
Golf Course Cart Storage	Golf Course (Recreation)	0	0	0	0	0	3	0		0	0	0	0		8	0		8
Golf Course Maintenance Bldg.	Parks & Golf Maintenance	62,279	11,162	0	0	0	9	0		60	65	0	0		23	0		149
Golf Course Pro Shop	Golf Course (Recreation)	71,840	0	0	0	0	4	2		70	0	0	0		12	0		81
High School Restrooms	Building Maintenance	0	0	0	0	0	1	0		0	0	0	0		4	0		4
Main Street Restrooms & Miner's Plaza Pocket Park	Parks & Golf Maintenance	13,042	1,086	0	0	0	16	0		13	6	0	0		45	0		64
Marsac	Building, Planning, Legal, Budget, Engineering, Sustainability, Executive, HR, Finance, Police	340,800	13,064	0	0	0	71	13		292	67	0	0		171	0		530
McPolin Barn, Farmhouse, and Shed	Parks & Golf Maintenance	25,610	1,665	0	0	0	3	0		25	10	0	0		8	0		42
Middle School Fields	Parks & Golf Maintenance	0	0	0	0	0	11	0		0	0	0	0		31	0		31
Middle School Fields Restrooms	Building Maintenance	0	0	0	0	0	1	0		0	0	0	0		4	0		4
Miner's Hospital	Building Maintenance	26,177	2,273	0	0	0	9	0		25	13	0	0		23	0		62

PARK CITY MUNICIPAL CORPORATION GHG INVENTORY - BY FACILITY (CONT'D)															
YEAR : 2007		Greenhous Gas Emissions Sources							Greenhouse Gas Emissions (tons CO ₂ e)						
North 40 Field	Parks & Golf Maintenance	0	0	0	0	0	9	0	0	0	0	0	23	0	23
Park City Library & Education Center	Library	310,480	30,404	0	0	0	23	22	204	120	0	0	42	0	366
Prospector Main Park	Parks & Golf Maintenance	4,174	0	0	0	0	0	0	4	0	0	0	0	0	4
Prospector Pocket Park	Parks & Golf Maintenance	36	0	0	0	0	4	0	0	0	0	0	12	0	12
Public Restrooms: South end City Park	Building Maintenance	20,341	0	0	0	0	6	0	20	0	0	0	15	0	35
Public Works Building	Water, IT, Public Works (Transit/Parking, Fleet, Streets)	212,627	520	0	6	0	60	8	206	3	0	5	163	0	377
	Ice Rink (Recreation)	1,082,720	0	51,829	0	0	0	3	1,050	0	331	0	0	0	1,381
Quinn's Ice Arena	Parks & Golf Maintenance	0	0	0	0	0	30	0	0	0	0	0	81	0	81
Quinn's Fields	Recreation Building Maintenance	144,560	0	0	0	0	1	0	140	0	0	0	4	0	144
Quinn's Maintenance Building		56,400	0	0	0	0	1	0	55	0	0	0	4	0	59
Quinn's Restrooms	Racquet Club	916,506	94,705	0	0	0	36	6	889	551	0	0	97	0	1,537
Racquet Club		28,228	1,906	0	0	0	5	0.2	27	11	0	0	14	0	52
Recreation Bldg.@ City Park	Parks & Golf Maintenance	429	0	0	0	0	1	0	0	0	0	0	4	0	4
Rotary Park Pavilion and Restrooms	Special Events (Outlets)	704	0	0	0	0	0	0	1	0	0	0	0	0	1
Special Events Locations (Outlets)		651,600	9,192	0	0	0	3	1	632	53	0	0	8	0	693
Spiro Water Treatment Plant	Water	3,012,108	0	0	0	0	0	0	2,921	0	0	0	0	0	2,921
Water Distribution	Streets	90,229	0	0	0	0	0	0	88	0	0	0	0	0	88
Street Lighting		165,287	4,572	0	0	0	60	0	160	27	0	0	163	0	350
Transit Center	Transit/Parking	15,504	0	0	0	0	0	0	15	0	0	0	0	0	15
Trash Compactor	Streets														
TOTALS		8,067,024	159,224	51,829	6	0	433	48	7,824	927	331	5	0	1,179	0
Marsac Radio Lease		39,908	1,530	0	0	0	8	2							
Library Lease		100,037	9,796	0	0	0	7	7							

BUSINESS TRANSPORTATION AND EMPLOYEE COMMUTE

Business Transportation Greenhouse Gas Emissions Sources	Annual Estimated Miles	Annual Gasoline Used (gallons)	Annual Diesel Used (gallons)	Annual B100 Biodiesel Used (gallons)
Fleet	--	53,056	231,979	0
Non-Fleet: Auto	39,890	--	--	--
Non-Fleet: Air	203,095	--	--	--
Transit	--	0	212,243	25,211

Business Transportation Greenhouse Gas Emissions (Tons CO ₂ e)	Mileage	Gasoline	Diesel	B100 Biodiesel	Subtotal
Fleet	--	532	2,597	0	3,129
Non-Fleet: Auto	17	--	--	--	17
Non-Fleet: Air	154	--	--	--	154
Transit	--	0	2,373	282	2,655

TOTAL: 5,955

Employee Commute Greenhouse Gas Emissions Sources	Annual Commute Miles
Car	866,872
SUV, Van or Truck	592,879
Motorcycle	15,048
Car - CNG	45,143
SUV/Van - CNG	27,838
Bus	6,521
Bike or Legs	19,687
Carpool	163,436
Total (miles)	1,737,424

Employee Commute Greenhouse Gas Emissions	Greenhouse Gas Emissions (tons CO ₂ e)
Car	379
SUV, Van or Truck	367
Motorcycle	3
Car - CNG	16
SUV/Van - CNG	17
Bus	1
Bike or Legs	0
Carpool	0
Total (tons CO₂e)	782

Notes on the distribution of these results by facility and by department: Since the data allowed it, business transportation results were distributed to their relevant departments in the “Greenhouse Gas Inventory – By Department” chart above, however employee commute data could not be so distributed and so is not included in that chart. Neither the business travel nor the employee commute results could be distributed to specific facilities, so neither is included in the “Greenhouse Gas Inventory – By Facility” chart above.

Appendix B: 1990 Data and Calculations

Per the Mayor's Climate Protection Agreement, Park City Municipal also requested an estimate of its 1990 carbon inventory. This estimate was calculated by normalizing energy, fugitive emissions, and waste for total building square footage, by normalizing non-fleet transportation and commute emissions for the number of employees, and by normalizing fleet emissions by total number of vehicles. Emissions for 1990 were then estimated by multiplying by total building square footage, total employees, and total vehicles in 1990.*

Data used for the 1990 carbon inventory estimation are given below.

Total Sq Footage	
2007	1990
527,509	282,345

Total Fleet Vehicles	
2007	1990
212	73

Total Employees	
2007	1990
196	106

Energy, Waste, and Fugitive GHG Emissions (tons CO ₂ e)	
2007	1990
10,266	5,495

Fleet GHG Emissions (tons CO ₂ e)	
2007	1990
5,784	1,992

Commute and Non-Fleet GHG Emissions (tons CO ₂ e)	
2007	1990
953	515

*Note: Due to the lack of the required data to complete a 1990 carbon footprint a straight normalization based on building square footage, number of employees, and total vehicles was used for estimation of 1990 GHG emissions. We recognized and that there are likely vehicle and building efficiency differences between 1990 and 2007 that we were unable to consider due to lack of data availability.



City Council Staff Report

Subject: Environmental Strategic Plan Update
Author: Diane Foster
Department: Sustainability
Date: August 21, 2008
Type of Item: Administrative

Summary Recommendations:

Review the status of the initiatives identified on the Environmental Strategic plan as well as proposed updates to the plan.

Description:

Environmental Strategic Plan

Background:

In June of 2007 City Council adopted an action plan as part of the Environmental Strategic plan for Park City. That plan was updated in November of 2007. At the plan's inception, City Council agreed to review the plan and modify and/or add additional action steps twice each year.

Analysis:

Staff would like to discuss the following three major questions with Council, in addition to receiving direction on top priorities for the next six months:

1. Does Council want to establish measurable objectives for some of the elements of the Environmental Sustainability Strategic Plan? (Example: Reduce municipal carbon emissions by 2% in the next year.)
2. Is Council wanting to pursue more environmental regulatory requirements? (Examples: regulating use of plastic bags, water conservation building standards)
3. Is Council willing to provide financial incentives – and how much – for environmental improvements by private citizens? (Examples: solar panels, xeriscaping, dual flush toilets)

In support of this discussion, the Environmental Strategic Plan adopted by Council in November 2007 is attached (Exhibit A) along with a draft of a revised plan (Exhibit B).

Completed and Current Major Projects

Increased Recycling

Over the course of the past four months, staff has worked with all City departments to place recycling bins in all appropriate city facilities. Additionally, staff has worked with Public Works to put recycling bins on Main Street and in major City-owned parks and has contracted for recycling pickup.

Energy Conservation within Municipal Facilities

Council approved the Johnson Controls project in June 2008 and work on the project has already begun. This contract includes 51 distinct facility improvements ranging from replacement of lighting fixtures to replacement of toilets to installation of photovoltaic solar panels.

The contract calls for \$1.4 million in improvements that will result in:

- a \$99,138 annual savings in energy bills;
- a 2,296 ton annual reduction in carbon emissions – 13.5% of total municipal emissions (equivalent to planting 183,000 trees every year); and
- an annual water savings of 1.8 million gallons of water each year.

Municipal Carbon Footprint

Staff began this project in May of 2008 and will deliver results to City Council on August 21, 2008. Staff recommends Council establish a municipal-wide performance goal and direct the Environmental Sustainability Team to work with other municipal departments to establish departmental-specific environmental performance goals.

Reinitiate Wasatch Back Environmental Alliance

This environmentally-focused group comprised of non-profits, for-profits and government had been dormant for 11 months. In May of 2008 staff called a meeting to re-establish this group. The group now has over 25 regularly participating organizations as well as a website (<http://www.wasatchback.net/>). Importantly, while staff has a leadership role as part of the WBEA's Advisory Board, the group is run by community organizations.

Wind Testing at Park City Ice Arena & Sports Complex

In July of 2008, as property owner, Council voted to test the potential wind resource on city property adjacent to the Park City Ice Arena & Sports Complex to determine if a wind turbine should be placed at that location. Subject to obtaining regulatory approvals, a 70- foot high tower with two anemometers will either be placed on Park City's Lot 5 at Quinns and/or, pending successful negotiations with IHC, on Lot 2 of the IHC/USSA subdivision. Should testing prove there is good potential for energy production, the Sustainability Department would seek Planning approvals and necessary code or zoning amendments to install a permanent wind turbine (also on a 70 foot tower) to generate electricity at the same location tested. Negotiations with IHCare already under way. Staff will go before the Board of Adjustment on August 19 to request a temporary special exception to the zone height limit for the anemometers.

Community Education & Promoting Partnerships

Staff has completed an environmental sustainability flyer that describes Park City's recent environmental achievements, foreshadows upcoming projects and identifies ways citizens can get involved in local environmental activities. Included in this flyer is information about all of the local environmental non-profits. The flyer was printed on 100% recycled, chlorine free paper and the carbon emissions from the entire project were offset with green tags/renewable energy credits (\$40 donation used).

Community Carbon Footprint

City Council approved the funding of a Community Carbon Footprint with the amended budget for FY2009. Staff published a Request for Proposal in July seeking support from an experienced consulting firm in completing this analysis and six responses were received. A selection committee was formed that included representatives from other departments and a vendor was selected. Staff will be coming to Council on August 28 for contract approval.

Current Top Priority Action Steps

Council-identified Top Priority Action Steps from November 2007

Complete	Action #	Description	Status
Top Priority	1.2	Inventory CO2 emissions from City operations	Completed
Top Priority	1.3	Discuss and consider conducting an ecological footprint for municipal operations	Not started
Top Priority	1.4	Adopt a Resolution outlining the process to measure progress in meeting the target of reducing the municipal operation's climate pollution by seven percent or greater by 2012 compared to 1990 levels.	August 21, 2008 discussion with Council
Top Priority	1.5	Implementation and technical support for this Municipal Action Plan including convening an interdepartmental Climate Team that will coordinate, track and report on implementation progress and develop climate protection performance measures to be integrated into departments' existing performance measures	Not started. Katie Cattan has the OK from Tom B. to review a way to set indicators.
Top Priority	2.1	Develop General Municipal Building Efficiency Measures.	Completed
Top Priority	2.1b	Perform building efficiency audits to identify upgrades for all types of building systems	Completed
Top Priority	2.1c	Prioritize and implement needed efficiency upgrades	In Process (Johnson Controls Project)
Top Priority	2.4	Continue with quarterly energy use challenges among all city facilities	Not happening currently
Top Priority	4.5	Adopt and enforce land-use policies that reduce sprawl, preserve open space, and create compact, walkable urban communities;	Not sure
Top Priority	4.10	Implement recommendations from the Walkability Study which Significantly Expand Bicycling and Pedestrian Infrastructure	In Process
Top Priority	4.11	Develop an Employee Carpooling Campaign	HR & Public Works/Transit taking the lead
Top Priority	4.12	Target a location for a Park and Ride lot and investigate alternative transportation options from the lot	Public Works taking the lead

Future Top Priority Action Steps

Staff would like direction from Council to prioritize action steps for the next six months. Please see Exhibit A for more detail.

Recommended Top Objectives for next six months

(An Objective is an end result or target. A Project is an activity that contributes to the achievement of the Objective.)

Status	ID	Action #	Description
new?	Objective	1.0	Reduce Municipal carbon & greenhouse gas emissions __ below 2007 levels by .
new?	Project	1.0c	Establish municipal CO2 emission reduction goal
In Process	Project	1.0e	Implement needed efficiency upgrades (Johnson Controls)
new?	Project	1.0f	Complete municipal CO2 emissions inventory section of ICLEI Milestone 1
new?	Project	1.0g	Work with municipal departments to create department-level CO2 emission reduction goals
new?	Objective	1.3	Reduce Park City's community CO2 emissions __ below 2007 levels by .
In Process	Project	1.3a	Inventory community-wide CO2 emissions
new?	Project	1.3b	Complete community CO2 emissions inventory section of ICLEI Milestone 1
new?	Objective	1.4	Reduce Park City's community water consumption by __ % by .
In Process	Project	1.4a	Inventory water consumption of entire community
new?	Objective	1.7	Pursue a regulatory role to accelerate the pace of environmental protection programs
new?	Project	1.7a	Restrict the use of plastic shopping bags to carry items purchased in the supermarket, retail, restaurant and vendor environments
new?	Objective	2.3	Increase utilization and visibility of renewable energy in Park City
In Process	Project	2.3a	Test the wind resource potential next to the Ice Rink at Quinn's and create high quality educational displays
In Process	Project	2.3b	Install Solar panels and a high quality educational display on the Ice Rink at Quinn's
new?	Objective	4.1	Increase utilization of alternative transportation
new?	Waiting List	4.1f	Investigate alternative forms of transportation for employees to use while at work (electric cars, electric motorcycles, Segway, etc.)
new?	Objective	5.0	Ensure the Environmental Sustainability Plan keeps pace with technology, nation-wide trends and the community's collective interests
new?	Project	5.0b	Participate in the Community Visioning process to understand the community's collective environmental interests (however this is not the primary focus of the community visioning process)

Recommendation:

Staff would like direction from Council on the following four items:

1. Does Council want to establish measurable objectives for some of the elements of the Environmental Sustainability Strategic Plan? (Example: Reduce municipal carbon emissions by 2% in the next year.)
2. Is Council wanting to pursue more environmental regulatory requirements? (Examples: regulating use of plastic bags, water conservation building standards)
3. Is Council willing to provide financial incentives – and how much – for environmental improvements by private citizens? (Examples: solar panels, xeriscaping, dual flush toilets)
4. Feedback on Top Priorities for the next six months

No action will be taken during the work session. After receiving Council direction, staff will return at a later date with Council-recommended changes to the Environmental Sustainability Strategic Plan and request formal adoption of the updated plan.

Attachments:

Exhibit A – November 2007 version of Environmental Strategic Plan

Exhibit B – Proposed Environmental Strategic Plan Update for August 21 2008

EXHIBIT A

ENVIRONMENT (adopted by Council in November 2007)

ENVIRONMENTAL VISION

PCMC views the environment as air, surface/ground/culinary water, land, soil, native vegetation, etc. Park City will provide long-term environmental health for the region through efficient use of resources, protection of the quality and diversity of the local environment upon which the community depends. As a guiding principle, the City will consistently strive to sustain its vibrant multi-seasonal destination resort community in a manner that protects and enhances its natural environment.

ENVIRONMENTAL GOALS

1. Preserve and enhance the ecological diversity of the City and the Region.
2. Encourage the efficient use of all resources in order to ensure a future with a secure and sustainable energy supply, safe/reliable water, and clean air.
3. Encourage environmental stewardship and protection of Park City's natural environment through sharing of information and collaboration with the community, community groups, as well as local, state and federal agencies.
4. Incorporate environmental considerations as an integral part in assessing growth management options, land use plans, transportation strategies and development proposals, and overall sustainable community design.
5. Continue to review and investigate best practices that have the potential of substantially improving the environment.
6. Continue to monitor the environment with representative air, water, and soil sampling protocol.

ENVIRONMENTAL POLICIES

- o Comply with the U.S. Mayors Climate Protection Agreement signed on May 19, 2005
- o Mitigate historic mining impacts
- o Promote implementation of conservation programs that assist in maintaining wildlife habitat and wildlife corridors.
- o Pursue open space protection opportunities
- o Improving surface water quality to the East Canyon Creek watershed and Silver Creek watershed
- o Encourage best available green building practices for city and private development
- o Look to increase the amount of clean and renewable energy purchased and utilized
- o Encourage year-round community water conservation programs
- o Pursue model environmental sustainability projects that are working symbols of the city's commitment
- o Increase recycling levels in City operations and in the community
- o Continue the City's strong leadership example through participation on boards, groups and working together with other organizations
- o Direct and comment on environmental regulatory policy that has the potential of impacting Park City, citizens and other stakeholders.
- o Reduce sprawl, preserve open space, and create compact, walkable urban communities
- o Promote Alternative Transportation
- o Promote "reasonable accommodation"/"complete streets" practices in City's annexation, MPD and CUP processes.

ACTION PLAN

Complete	Action #		Status on August 21, 2008 <i>(items update 8/21 in blue)</i>
GOAL 1. Preserve and enhance the ecological systems and diversity of the City and, in turn, the Region			
X	1.1	Join ICLEI - Local Governments for Sustainability. Through the membership ICLEI will provide the City tools to inventory global warming emissions of municipal operations and community emissions.	completed
Top Priority	1.2	Inventory CO2 emissions from City operations	Complete after presentation to Council on August 21, 2008.
Top Priority	1.3	Discuss and consider conducting an ecological footprint for municipal operations	Not started
Top Priority	1.4	Adopt a Resolution outlining the process to measure progress in meeting the target of reducing the municipal operation's climate pollution by seven percent or greater by 2012 compared to 1990 levels.	This would take place after 1.2 is complete and after selection of energy audit items to implement.
Top Priority	1.5	Implementation and technical support for this Municipal Action Plan including convening an interdepartmental Climate Team that will coordinate, track and report on implementation progress and develop climate protection performance measures to be integrated into departments' existing performance measures	Performance Measures have been added into the system. Katie Cattan has the a.okay from Tom B. to review a way to set indicators and will discuss when she returns from maternity leave
	1.6	Update the City Council biannually on the Municipal Action Plan as part of the City's budget process.	This update August 21, 2008.
	1.7	Inventory Park City community's CO2 emissions	In process of selecting vendor to support this process.
X	1.8	Launch an employee education program including anti-idling messages	
	1.9	Launch a program promoting employee use of alternative sustainable transportation	
	1.10	Fund and administer the Environmental Management System	
	1.11	Improve City input to watersheds	
	1.12	Increase property owner use of the top soil assistance program	
	1.13	Fund the Environmental Management System (EMS) as approved by UDEQ and USEPA and as obligated for delisting Prospector Development.	
	1.14	Fund City's Storm Water Management Plan as approved by UDEQ and USEPA and required under the Phase II Rule of the Clean Water Act.	

	1.15	Meet regulatory the requirements for the Comprehensive Environmental Response, Clean Air Act, Clean Water Act, Comprehensive Environmental Response, Compensation, and Liability Act, Resource Conservation and Recovery Act, and the Conservation Reserve Program.	
	1.16	Comply with State and Federal Environmental Laws that are applicable to City Departments.	
	1.17	Enforce institutional controls that are designed to protect human health and the environment from historic impacts (i.e. soils ordinance, EMS Program).	
Top Priority	1.18	Construction of the Biocell for the Prospector Drain	
GOAL 2. Encourage the efficient use of all resources in order to ensure a future with a secure and sustainable energy supply			
Top Priority	2.1	Develop General Municipal Building Efficiency Measures.	completed
X	2.1a	Adopt a Green Building Policy for Capital Projects	completed
Top Priority	2.1b	Perform building efficiency audits to identify upgrades for all types of building systems	completed
Top Priority	2.1c	Prioritize and implement needed efficiency upgrades	List was prioritized, contract with Johnson Controls approved by Council. Upgrades underway.
X	2.2	Develop and Implement Citywide green purchasing policy	completed
	2.3	Improve the efficiency of all city vehicles	
Top Priority	2.4	Continue with quarterly energy use challenges among all city facilities	Energy reduction tips sent in December with the challenge beginning in January. Not currently happening.
X	2.5	Increase recycling rates in City operations	completed
X	2.5a	Contract for recycling services for Main Street and City Parks	completed
	2.6	Review, identify and prioritize available Control Technology that minimizes air and water pollution for City use.	
	2.7	Increase the community's recycling percentages	
	2.7a	Investigate single stream collection of recyclables	Included within the Solid Waste Management Study
	2.7b	Establish a municipal green waste and construction waste recycling program	Waiting for completion of the Solid Waste Management Study. Recommendations to be presented to Council on September 18, 2008.
GOAL 3. Encouraging environmental stewardship and protection of Park City's natural environment through sharing of environmental information with the community and active,			

meaningful community participation			
	3.1	Support local organizations that educate the public, schools, other jurisdictions, professional associations, business and industry about reducing global warming pollution.	
	3.2	Support discussions for transit options between Park City and surrounding areas.	Kent Cashel Leading
	3.3	Support Wasatch Environmental Alliance Community Action Plan by participating in action awareness campaign	completed (group restarted & activities are ongoing)
	3.4	Strengthen the State Residential Energy Code through strongly advocating for state and national policies that: ○ increase investment in public transit and other infrastructure that makes alternatives to motor vehicles more convenient and affordable; ○ increase the fuel efficiency of motor vehicles as well as development and use of alternative fuels; ○ encourage energy utilities to fully support and implement cost effective conservation and meet new demand with renewable energy sources; ○ and other measures to reduce our state and national impact on the global climate.	Dana Williams participated in the Governor's Committee for Climate Change and recommendations are complete
	3.5	Launch a quarterly award recognizing a community member or business for their positive environmental impact.	Investigating potential program and anticipate launch on Earth Day 2008. Not started.
	3.6	Investigate launching either solely or in cooperation with other entities a Community Climate Partnership. The Partnership would work together to help set and meet community-wide reduction goals.	
X	3.7	Promote use of bio-diesel fuel to other businesses with fleet vehicles	
	3.8	Support the Summit County Health Department in their investigation and programs regarding air quality.	Participating in Park City Moms for Clean Air group
	3.9	Increase water conservation education.	Tamara Lindsay is working with the water department on this. Participating with Tamara in Board of Realtors Water Conservation Task Force.
	3.10	Continue to educate ourselves on concepts and best management practices in environmental initiatives through conferences & seminars	Participated in ICLEI conference in May.
	3.11	Co-sponsor & promote educational programs	
	3.12	Direct and comment on environmental regulatory policy that has the potential of impacting Park City,	

		citizens and other stakeholders.	
GOAL 4. Incorporate environmental considerations as an integral part in assessing growth management options, land use plans, transportation plans and development proposals.			
X	4.1	Promote sustainable building practices using the U.S. Green Building Council's LEED program or a similar system;	
	4.2	Adopt "reasonable accommodation"- "complete street" standards as part of annexation and LMC requirements.	
	4.3	Education series for City employees to help identify green building elements in projects when reviewing plans with applicants	Vera Novak met with members of the Planning and Building Departments in August 2007
	4.4	Set minimum standards that require energy efficiency and green building design for construction projects in the General Plan, annexation policies and Land Management Code amendments to the MPD and CUP sections.	
Top Priority	4.5	Adopt and enforce land-use policies that reduce sprawl, preserve open space, and create compact, walkable urban communities;	
	4.6	Review and adopt any needed changes to the Night Sky Ordinance	
	4.7	Adopt Code changes that work to keep our Air Quality at current levels	
	4.8	Make water conservation a priority through funding and supporting water conserving landscape enforcement through code enforcement.	
	4.9	Promote transportation options such as bicycle trails, commute trip reduction programs, flex hour schedules, incentives for car pooling and public transit;	Heinrich has this as a point on the program.
Top Priority	4.10	Implement recommendations from the Walkability Study which Significantly Expand Bicycling and Pedestrian Infrastructure	In process
Top Priority	4.11	Develop an Employee Carpooling Campaign	Public Works/Transit and HR taking the lead on this.
Top Priority	4.12	Target a location for a Park and Ride lot and investigate alternative transportation options from the lot	Transit taking the lead on this
	4.13	Enhance current trail system and identify new trail opportunities	Matt Twombly working on this.
GOAL 5. Continue to review and investigate best practices that have the potential of substantially improving the environment			
	5.1	Return on a yearly basis to recommend and implement modifications to improve program effectiveness.	August 21, 2008 update to Council requesting direction for staff.
Waiting List. Items identified by Council outside of the review of the strategic Plan.			
		100 solar roof program	TBD – saw no discussion of

			this at the visioning session
X		City purchases of bottled water	Complete
		Electric motorcycles	
		Free/preferred parking for hybrids/electric cars	Brian Anderson is not supportive – should address when return to Council in May with the update
		Ban on plastic grocery bags	Under discussion with Leadership Class
		Hybrid police vehicles	

Exhibit B - Proposed Environmental Strategic Plan Update for August 21 2008

ENVIRONMENTAL SUSTAINABILITY STRATEGIC PLAN - *proposed update August 2008*

Environmental Goals

1. Preserve and enhance the ecological diversity of the City and the Region.
2. Encourage the efficient use of all resources in order to ensure a future with a secure and sustainable energy supply, safe/reliable water, and clean air.
3. Encourage environmental stewardship and protection of Park City's natural environment through sharing of information and collaboration with the community, community groups, as well as local, state and federal agencies.
4. Incorporate environmental considerations as an integral part in assessing growth management options, land use plans, transportation strategies and development proposals, and overall sustainable community design.
5. Continue to review and investigate best practices that have the potential of substantially improving the environment.
6. Continue to monitor the environment with representative air, water, and soil sampling protocol.

Environmental Vision

PCMC views the environment as air, surface/ground/culinary water, land, soil, native vegetation, etc. Park City will provide long-term environmental health for the region through efficient use of resources, protection of the quality and diversity of the local environment upon which the community depends. As a guiding principle, the City will consistently strive to sustain its vibrant multi-seasonal destination resort community in a manner that protects and enhances its natural environment.

Environmental Policies

- >Comply with the U.S. Mayors Climate Protection Agreement signed on May 19, 2005
- >Mitigate historic mining impacts
- >Promote implementation of conservation programs that assist in maintaining wildlife habitat and wildlife corridors.
- >Pursue open space protection opportunities
- >Improving surface water quality to the East Canyon Creek watershed and Silver Creek watershed
- >Encourage best available green building practices for city and private development
- >Look to increase the amount of clean and renewable energy purchased and utilized
- >Encourage year-round community water conservation programs
- >Pursue model environmental sustainability projects that are working symbols of the city's commitment
- >Increase recycling levels in city operations and in the community
- >Continue the City's strong leadership example through participation on boards, groups and working together with other organizations
- >Direct and comment on environmental regulatory policy that has the potential of impacting Park City, citizens and other stakeholders.
- >Reduce sprawl, preserve open space, and create compact, walkable urban communities
- >Promote Alternative Transportation
- >Promote "reasonable accommodation"/"complete streets" practices in City's annexation, MPD and CUP processes.

Action Plan

Key

An **Objective** is something that Council may want to accomplish. It is the outcome or end result. A Project is something that support the Objective. It is how the Objective is achieved.

Indicates new objectives or project suggested by one or more Council members or has high potential interest.

GOAL 1. Preserve and enhance the ecological systems and diversity of the City and, in turn, the Region

Status	ID	Action #	Old #	Description
new? Completed	Objective Project	1.0 1.0a		Reduce Municipal carbon & greenhouse gas emissions below 2007 levels by . <i>Join ICLEI - Local Governments for Sustainability. Through the membership ICLEI will provide the City tools to inventory global warming emissions of municipal operations and community emissions.</i>
Completed Top <i>Priority 11/2007</i>	Project	1.0b	1.2	<i>Inventory CO2 emissions from City operations</i>
new? Not Started - Top <i>Priority 11/2007</i>	Project	1.0c 1.0d	1.4	Establish municipal CO2 emission reduction goal Adopt a Resolution outlining the process to measure progress in meeting the target of reducing the municipal operation's climate pollution by seven percent or greater by 2012 compared to 1990 levels.
In Process Top <i>Priority 11/2007</i>	Project	1.0e	2.1c	Implement needed efficiency upgrades (Johnson Controls project) (same as 2.0d)
new?	Project	1.0f		Complete municipal CO2 emissions inventory section of ICLEI Milestone 1
new?	Project	1.0g		Work with municipal departments to create department-level CO2 emission reduction goals
new?	Project	1.0h		Create monthly reporting system for measurement against department goals
Not Started - Top <i>Priority 11/2007</i>	Project	1.0i	1.5	Implement and technical support for this Municipal Action Plan including convening an interdepartmental Climate Team that will coordinate, track and report on implementation progress and develop climate protection performance measures to be integrated into department's existing performance measures
new?	Objective	1.1		Reduce Municipal water consumption by % by
new?	Project	1.1a		Inventory water consumption of City operations
new?	Project	1.1b		Establish municipal water consumption reduction goal
new?	Project	1.1c		Work with municipal departments to set department-level water consumption reduction goals
new?	Project	1.1d		Create monthly reporting system for measurement against department goals
new? Not Started - Top <i>Priority 11/2007</i>	Objective Project	1.2 1.2a	1.3	Reduce Municipal ecological footprint by % by Discuss conducting an ecological footprint for municipal operations
new?	Objective	1.3		Reduce Park City's community CO2 emissions below 2007 levels by
In Process	Project	1.3a	1.7	Inventory community-wide CO2 emissions
new?	Project	1.3b		Complete community CO2 emissions inventory section of ICLEI Milestone 1
new?	Project	1.3c		Establish community CO2 emission reduction goal
new?	Project	1.3d		Establish sector-level CO2 emission reduction goals
new?	Project	1.3e		Create monthly reporting system for measurement against goals
new?	Project	1.3f		Implementation and technical support for a Community Action Plan (<i>this is a huge task</i>)

Status	ID	Action #	Old #	Description
new?	Objective	1.4		Reduce Park City's community water consumption by % by
In Process	Project	1.4a		Inventory water consumption of entire community
new?	Project	1.4b		Establish community-wide water consumption reduction goal
	Project	1.4c	4.8	Make water conservation a priority through funding and supporting water conserving landscape enforcement through code enforcement.
new?	Objective	1.5		Reduce Park City's community ecological footprint by % by
new?	Project	1.5a		Discuss conducting an ecological footprint for the entire community
new?	Objective	1.6		Pursue a regulatory role to accelerate the pace of environmental protection programs
new?	Project	1.6a		Restrict the use of plastic shopping bags to carry items purchased in the supermarket, retail, restaurant and vendor environments
new?	Project	1.6b		Retrict the use of styrofoam "to go"/"take out" containers in restaurants and food retail establishments
Building Department (Jeff Schoenbacher) Objectives & Projects within Environmental Plan				
			1.10	Fund and administer the Environmental Management System
			1.11	Improve City input to watersheds
			1.12	Increase property owner use of the top soil assistance program
			1.13	Fund the Environmental Management System (EMS) as approved by UDEQ and USEPA and as obligated for delisting Prospector Development.
			1.14	Fund City's Storm Water Management Plan as approved by UDEQ and USEPA and required under the Phase II Rule of the Clean Water Act.
			1.15	Meet regulatory the requirements for the Comprehensive Environmental Response, Clean Air Act, Clean Water Act, Comprehensive Environmental Response, Compensation, and Liability Act, Resource Conservation and Recovery Act, and the Conservation Reserve Program.
			1.16	Comply with State and Federal Environmental Laws that are applicable to City Departments.
			1.17	Enforce institutional controls that are designed to protect human health and the environment from historic impacts (i.e. soils ordinance, EMS Program).
			1.18	Construction of the Biocell for the Prospector Drain
			2.6	Review, identify and prioritize available Control Technology that minimizes air and water pollution for City use.

In process - Top
Priority 11/2007

Status	ID	Action #	Old #	Description
GOAL 2. Encourage the efficient use of all resources in order to ensure a future with a secure and sustainable energy supply				

Top Priority 11/2007	Objective	2.0	2.1	Develop General Municipal Building Efficiency Measures
Completed	Project	2.0a	2.1a	Adopt a Green Building Policy for Capital Projects
Completed Top Priority 11/2007	Project	2.0b	2.1b	Perform building efficiency audits to identify upgrades for all types of building systems
Completed Top Priority 11/2007	Project	2.0c	2.1c	Prioritize needed efficiency upgrades
In Process Top Priority 11/2007	Project	2.0d	2.1c	Implement needed efficiency upgrades (Johnson Controls project)

Completed Top Priority 11/2007	Objective	2.1	2.2	Develop Internal Municipal Policies that encourage conservation
Completed Top Priority 11/2007	Project	2.1a		Develop and Implement Citywide green purchasing policy
Top Priority 11/2007	Objective	2.1b	2.3	Improve the efficiency of all city vehicles (or does this go with Dept Goals?)
Top Priority 11/2007	Project	2.1c	2.4	Continue with quarterly energy use challenges among all city facilities
In Process	Objective	2.1d	2.5	Increase recycling rates in city operations
Completed	Project	2.1e	2.5a	Contract for recycling services for Main Street and City Parks

In Process	Objective	2.2	2.7	Increase Park City's community-wide recycling rates by % by .
In Process	Project	2.2a	2.7a	Investigate single stream collection of recyclables
In Process	Project	2.2b	2.7b	Establish a municipal green waste and construction waste recycling program
In Process	Project	2.2c	new	Work with Summit County on the revision to the Solid Waste Master Plan to ensure Park City's recycling goals are supported in the plan
In Process	Project	2.2d	new	Work with HMBa to improve the recycling rates of Main Street Businesses

new?	Objective	2.3		Increase utilization and visibility of renewable energy in Park City
In Process	Project	2.3a		Test the wind resource potential next to the Ice Rink at Quinn's and create highquality educational displays
In Process	Project	2.3b		Install Solar panels and a high quality educational display on the Ince Rink at Quinn's
new?	Project	2.3c		Work with partner organizations to increase participation in renewable energy purchases

new?	Objective	2.4		Explore city-funded environmental sustainability programs for private citizens
new?	Project	2.4a		Create a grant or loan program to support "100 solar roofs" (either solar electric or solar hot water) in Park City
new?	Project	2.4b		Create a grant or loan program that would support a wide variety of environmental sustainability upgrades to citizen's homes (from solar panels to dual flush toilets)

Status	ID	Action #	Old #	Description
GOAL 3. Encouraging environmental stewardship and protection of Park City's natural environment through sharing of environmental information with the community and active, meaningful community participation				
In Process	Objective	3.0	3.1	Support local organizations that educate the public, schools, other jurisdictions, professional associations, business and industry about reducing global warming pollution.
	Project	3.0a	3.3	Continue to play an active role in the Wasatch Back Environmental Alliance
	Project	3.0b	3.8	Support the Summit County Health Department in their investigation and programs regarding air quality.
	Project	3.0c	3.11	Co-sponsor & promote educational programs
	Objective	3.1	3.2	Support discussions for transit options between Park City and surrounding areas.
	Objective	3.2	3.4	Strengthen the State Residential Energy Code through strongly advocating for state and national policies that: - o increase investment in public transit and other infrastructure that makes alternatives to motor vehicles more convenient and affordable; - o increase the fuel efficiency of motor vehicles as well as development and use of alternative - o encourage energy utilities to fully support and implement cost effective conservation and meet new demand with renewable energy sources; - o and other measures to reduce our state and national impact on the global climate.
new?	Objective	3.3	3.5	Play an active role in environmental community education and outreach
	Project	3.3a		Launch a quarterly award recognizing a community member or business for their positive environmental impact. (environmental heroes)
	Project	3.3b		Actively engage with high school Environmental Club by creating an internship
	Project	3.3c	3.6	Investigate launching either solely or in cooperation with other entities a Community Climate Partnership. The Partnership would work together to help set and meet community-wide reduction goals. <i>(this would be a big task)</i>
new? completed?	Waiting List	3.3d		Improve web presence (ParkCity.org) for Environmental Sustainability Initiatives
	Project	3.3e	3.7	Promote use of bio-diesel fuel to other businesses with fleet vehicles
	Project	3.3f	3.9	Increase water conservation education by _____?
	Objective	3.4	3.10	Stay current on environmental initiatives, concepts & best practices
	Project	3.4a	3.10	Attend appropriate conferences & seminars
	Objective	3.5		Encourage greater community participation in the creation of renewable energy projects in Park City
new?	Project	3.5a		create working group/task force focused on testing renewable energy options in Park City?
Building Department (Jeff Schoenbacher) Objectives & Projects within Environmental Plan				
		3.12		Direct and comment on environmental regulatory policy that has the potential of impacting Park City, citizens and other stakeholders.

Status	ID	Action #	Old #	Description
GOAL 4. Incorporate environmental considerations as an integral part in assessing growth management options, land use plans, transportation plans and development proposals.				
new?	Objective	4.0		Reduce community-wide energy consumption & reduce community-wide energy costs
	Project	4.0a	4.1	Promote sustainable building practices using the U.S. Green Building Council's LEED program or a similar system;
	Project	4.0b	4.3	Education series for City employees to help identify green building elements in projects when reviewing plans with applicants
new?	Objective	4.1	4.2	Increase utilization of alternative transportation
	Project	4.1a	4.2	Adopt "reasonable accommodation"- "complete street" standards as part of annexation and LMC requirements.
Top Priority 11/2007	Project	4.1b	4.5	Adopt and enforce land-use policies that reduce sprawl, preserve open space, and create compact, walkable urban communities;
	Project	4.1c	4.9	Promote transportation options such as bicycle trails, commute trip reduction programs, flex hour schedules, incentives for car pooling and public transit;
In process - Top Priority 11/2007	Project	4.1d	4.10	Implement recommendations from the Walkability Study which significantly Expand Bicycling and Pedestrian Infrastructure
In process - Top Priority 11/2007	Project	4.1e	4.11	Develop an Employee Carpooling Campaign (Transportation & HR taking the lead)
new?	Project	4.1f	1.9	Launch a program promoting employee use of alternative sustainable transportation
In process - Top Priority 11/2007	Project	4.1g	4.12	Investigate alternative forms of transportation for employees to use while at work (electric cars, electric motorcycles, Seaway, etc.)
	Waiting List			Target a location for a Park and Ride lot and investigate alternative transportation options from the lot
	Not sure	4.1h	4.13	Free/preferred parking for hybrids/electric cars
				Enhance current trail system and identify new trail opportunities
new?	Objective	4.2	4.7	Maintain air quality at current levels
	Project	4.2a		Adopt Code changes that work to keep our Air Quality at current levels
new?	Objective	4.3	4.6	Improve visibility of night sky
	Project	4.3a		Review and adopt any needed changes to the Night Sky Ordinance
new?	Objective	4.4		Pursue a regulatory role to increase energy efficiency in new construction as well as remodels
	Project	4.4a	4.4	Set minimum standards that require energy efficiency and green building design for construction projects in the General Plan, annexation policies and Land Management Code amendments to the MPD and CUP sections.

Status ID Action # Old # Description

GOAL 5. Continue to review and investigate best practices that have the potential of substantially improving the environment

new?	Objective	5.0	Ensure the Environmental Sustainability Plan keeps pace with technology, nation-wide trends and the community's collective interests
new?	Project	5.0a	Update the City Council biannually on the Municipal Action Plan as part of the City's budget process.
new?	Project	5.0b	Participate in the Community Visioning process to understand the community's collective environmental interests (<i>however this is not the primary focus of the community visioning process</i>)
	Project	5.0c	5.1 Return on a yearly basis to recommend and implement modifications to improve program effectiveness.

Waiting List. Items identified by Council outside of the review of the strategic Plan.

Potential Objective?	#1 EPA green power community? (goal)
Potential Objective?	AI Gore challenge
Potential Objective?	Additional Performance Measures / metrics?
Potential Project?	Water conservation through new landscape requirements in code?
Potential Project?	Card key activated light switches for hotels?
Potential Project?	Snow melt system tax?
Potential Project?	Get software to track progress? (such as Visible Strategies?)
Potential Project?	Recycling in Master Festival (event) License
Potential Project?	Green cleaning products for municipal facilities
Potential Project?	Improve web presence (ParkCity.org) for Environmental Sustainability Initiatives

**PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
JULY 31, 2008**

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

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

1. Council questions and comments. Jim Hier reported the Chamber Board had released its annual report and 72% of their funding had gone directly into marketing for Summit County. The St. Regis Hotel, which is located in Wasatch County, but within the Park City Limits, wants to be part of the Chamber, but there is concern as to how to handle the difference in transient room taxes between Wasatch County and Park City; Wasatch County's transient room tax is 4.25%, opposed to Park City's 3% tax. He asked whether the City had established the procedure for receiving the property tax Wasatch County will be collecting. City Manager Bakaly stated Staff would review the agreement and provide Council with an update.

Candace Erickson reported citizen concerns about off-leash dogs and requested a discussion with Summit County about the regularity of animal control enforcement in the community. She requested that Animal Control focus on the Library and Education Center where so many children play.

Chief Wade Carpenter reported they had met with the Animal Control Supervisor who has agreed that their officers will be in contact by radio and will respond when Park City Police officers contact them. He added that patrol officers would also be distributing leashes and informational fliers to owner when they observe dogs off-leash.

Liza Simpson extended kudos to Parks and Special Events staff for another successful Triple Crown and associated activities. Roger Harlan had attended the Triple Crown thank-you lunch and visited with staff who had worked on the event. He also expressed pride in the high quality music events that Park City has become known for.

Noting that he continued to receive calls regarding trailhead parking in Iron Canyon Court, Mr. Harlan asked Council members whether they wished to revisit the issue, or let their decision stand. Members discussed the issue of trailhead parking on public streets and a majority preferred to review the issue in the spring of 2009.

Mayor Dana Williams extended condolences to the Krajewski family. During the past week he had participated in meetings with Rocky Mountain Power regarding a major power line in Summit County that will be coming through Silver Creek and into Park City. He also addressed issues with asphalt overlays on Park Avenue and requested a future update.

2. Wind Turbines at Quinn's Junction. Crystal Ward, Sustainability Project Coordinator, joined by Diane Foster, Environmental Affairs Manager, explained that Staff sought Council's direction on the Quinn's Wind Project. In 2006 Council reviewed a proposal to install three Skystream 3.7 wind turbines on the hill directly behind the Park City Ice Arena. The project was to be funded by a \$30,000 grant from Rocky Mountain Power's Blue Sky Fund and was intended to promote energy efficiency and renewable energy; pursue goals stated in the Environmental Initiatives Resolution; and offset approximately 80% of the annual energy usage of the ice resurfacing machine. Funding was contingent on the project being on-line within two years, or November 2008. Council had requested testing of the potential wind turbine sites for wind resource potential prior to turbine placement.

Ms. Ward explained that deed restrictions on the original location forced Staff to seek alternate locations near the ice arena. One site is a City-owned parcel on Lot 5 of the Intermountain Health Care/USSSA Subdivision. This site is approximately 1,500 from the Arena to the turbine. The alternate location is a parcel owned by Intermountain Health Care, which is approximately 720 feet from the Arena. Staff has arranged discussions with Intermountain Health Care officials to determine their interest in allowing placement of the turbine on their lot. Both sites are within the Community Transition Zone, and height restrictions for both are 28 feet. Allowed uses in the Community Transition Zone include Conservation Activity. Conditional uses include public, quasi-public, civic, municipal uses, institutional accessory buildings and uses, and public utility or essential services.

Ms. Ward stated Staff had identified three options for either site: install a 28-foot high tower with one anemometer; install a 70-foot high tower with two anemometers, one at 28 feet and one at 70 feet, to measure wind resource potential; or, eliminate testing and install a 28, 42 or 70 foot high Skystream 3.7 wind turbine. Staff recommended Option 2, installation of a 70-foot high tower with two anemometers and wind testing for a period of six months, with the ultimate goal of erecting a wind turbine at the site. The Planning process associated with this recommendation would require a special exception from the Board of Adjustment to install the 70 foot tower, and Planning Commission review and approval for the Conditional Use Permit. Any future turbine installation would require amendments to the Land Management Code. An alternate direction would be to amend the Land Management Code to allow residential scale wind turbines and anemometer towers as conditional uses in the CT zone.

Ms. Ward provided an economic analysis comparing testing costs for either option as well as comparing installation and construction costs of adding a turbine to the options. Costs for Option 1 and 2 ranges from \$43,400 to \$45,400. Although the cost estimated for Option 2 (IHC) is lower, the City does not have permission at this time to use the site. Staff recommends Option 2 because the cost for conducting testing is only \$2,000 more than installing the turbine and it may be worth the expense to undergo the testing.

Ms. Ward displayed a visual analysis that illustrated visibility of the wind turbines from vantage points along Hwy. 40 and from SR-248.

Councilman Harlan favored Option 2, adding he would like to have more than one wind turbine in that location. He agreed it was wise to conduct anemometer testing first. Mayor Williams asked whether they had investigated vertical axis turbines and felt it was worthwhile to research placement of a larger turbine at the site. Jim Hier suggested they work with IHC to seek approval to use their lot rather than the City-owned lot.

Environmental Affairs Manager Diane Foster emphasized the ideal recommendation Staff would like to receive from Council was Option 2, with direction for Staff to meet with IHC to determine their interest. At this time, Staff seeks approval to pursue anemometer placement in order to conduct testing at the site where they hope to install a turbine in the future. She noted the test data would be available by spring.

Council Members Harlan, Simpson, Erickson and Hier authorized staff to seek approval to conduct testing as indicated in Option 2.

Brent Giles commended City Council members for taking steps to pursue alternate energy sources. He encouraged placement of larger turbines if the tests confirm the wind resources in that area.

Mike Sweeney questioned why the testing was only for six months, not a full year. Diane Foster explained it was tied to the rocky Mountain Power Grant who was allowing the City to exceed the initial two year window. She was confident they could gather sufficient data in that time.

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JULY 31, 2008**

I ROLL CALL

Mayor Dana Williams called the regular meeting of the city Council to order at 6:00 p.m. in Room 205 of the Library and Education Center on Thursday, July 31, 2008. Members in attendance were Dana Williams, Candace Erickson, Roger Harlan, Jim Hier and Liza Simpson. Joe Kernan was absent and excused. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Bret Howser, Budget Manager; Kirsten Whetstone, Senior Planner; Kent Cashel, Deputy Public Works Director; and Special Events Manager Max Paap.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

Nancy Solomon, 28 year resident of Park City, urged Council to consider the true value of the Snow Creek Cottages site.

Carol Casten, Windrift Lane resident, provided information about the ecological value of retaining open space and encouraged Council to obtain new wetlands delineation, conduct a hydrological study as well as a wildlife study of the wetlands meadow. She distributed comments prepared at their request by wildlife biologist C. Val Grant, PhD. She also presented a petition signed by local residents.

City Attorney Mark Harrington clarified that comments outside of the appeal were appropriate; however, Council was limited to considering the appeal only at the hearing in August.

Conrad Elliott, Windrift Condominiums resident, opposed development of the Snow Creek Cottages. Although he sympathized with the pro-community impulse, he was surprised that Council was determined to approve affordable housing project regardless of public opinion. He believed the open space was as much a touchstone of the Park City lifestyle as were the resorts, the White Barn, and the Egyptian Theatre.

Judy Hale, Creek Drive resident, was concerned about the loss of the beautiful, natural meadow and questioned whether environmental issues had been adequately addressed. She asked Council to investigate the use of open space funds to provide financial assistance for families who are trying to acquire housing in Park City.

Lisa Rudy, Windrift Condominiums resident, requested that the Council seriously consider their input. She urged them to explore the possibility of allowing COSAC to purchase the open space and using the funds to buy existing homes in established neighborhoods to enhance assimilation of these families into the larger community.

Alan Schueler, 9 Prospect Avenue, expressed camaraderie with Windrift residents concerning the incorporation of affordable housing within the City. He felt public input was often ignored and wished public opinion carried more weight. He had reviewed the Council priorities and the General Plan and did not see any references to affordable housing. He encouraged preservation of the site and encouraged City Council to withdraw the proposal and investigate allowing COSAC to purchase it for open space.

Kim Page, Prospector Park resident agreed with prior input and suggested that people who wanted affordable housing would not want to feel they were responsible for ruining the meadows and wetlands.

Suzette Robarge, Thaynes resident, felt it was an inappropriate location for affordable housing. She had been a homeowner in the community for twenty years, and for the first time, she sensed government was not working for all the people. She felt affordable housing should be included in existing neighborhoods. She encouraged Council to reconsider its approach to providing affordable housing and stated this would influence her decision when voting for future open space bonds

IV WORK SESSION NOTES AND MINUTES OF MEETINGS OF JULY 10, 2008 AND JULY 17, 2008 - Roger Harlan, "I move approval of Work Session Notes and Minutes of Meetings of July 10, 2008 and July 17, 2008". Candace Erickson seconded. Motion carried.

	<u>July 10, 2008</u>	<u>July 17, 2008</u>
Candace Erickson	Aye	Aye
Roger Harlan	Aye	Aye
Jim Hier	Abstain	Aye
Joe Kernan	Absent	Absent
Liza Simpson	Aye	Abstain

V RESIGNATIONS AND APPOINTMENTS

1. Appointment of Sharon Bauman as Deputy City Recorder and reaffirmation of the appointment of Cindy LoPiccolo - Liza Simpson, "I move approval of the appointment of Sharon Bauman as Deputy City Recorder and reaffirmation of Cindy LoPiccolo as Deputy City Recorder". Roger Harlan seconded. Motion carried.

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

VI OLD BUSINESS (Continued public hearing)

1. Consideration of an Ordinance annexing approximately 286.64 acres of property located at the southwest corner of the SR 248 and US40 Interchange in the Quinns 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) – Senior Planner Kirsten Whetstone requested that Council hold a public hearing and continue the item to August 21, 2008. Mayor Williams opened the public hearing. Walter Plumb, Sr., stated they were anxious to keep the process moving. There was no additional input and the hearing was closed. Candace Erickson, “I move that we continue discussion on the Park City Heights Annexation until August 21, 2008”. Liza Simpson seconded. Motion carried.

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

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

1. Consideration of an Ordinance to approve a plat amendment at 408 & 412 Deer Valley Drive Loop Road, Park City, Utah – Senior Planner Kirsten Whetstone requested that the discussion be continued to August 7, 2008 in order to resolve some issues requested by the Planning Commission. Mayor Williams opened the public hearing. There was no input and the hearing was closed. “I move that we continue discussion on the 408 & 412 Deer Valley Loop Road Plat Amendment to August 7, 2008” . Jim Hier seconded. Motion carried.

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

2. Public hearing on the issuance of approximately \$10,000,000 Sales Tax Revenue Bonds, Series 2008 and any potential economic impact that the improvements financed with the proceeds of said bonds may have on the private sector – Budget Officer Bret Howser explained that issuance of these bonds would provide funding for the final OTIS projects in Phase 1 and projects scheduled in Phase 2. He requested that Council hold a public hearing to solicit input. Following the hearing, Staff, bond counsel and the City’s financial adviser will prepare the bond documents. He added that Staff was exploring the possibility of obtaining a higher bond rating and noted Council would consider the final bond resolution in the fall. Mayor Williams opened the public hearing. There was no input and the hearing was closed.

3. Consideration of a Master Festival License and partial street closure of Main Street for the Austin Healy Car Show to be held on August 16, 2008 - Special Events Manager Max Paap explained the request to hold the car show, which required a Master Festival License due to a street closure for vehicle displays on Lower Main Street. HMBA had been notified of the partial closure. Mayor Williams opened the public hearing. There was no input and the hearing was closed. Roger Harlan, “I move approval of the Master Festival License and partial street closure of Main Street for the

Austin Healy Car Show to be held on August 16, 2008". Liza Simpson seconded. Motion carried.

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

4. Consideration of an Ordinance approving the Second Amended Subdivision for the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility, located at 900 Round Valley Drive Plat Amendment, Park City, Utah – Senior Planner Kirsten Whetstone explained the plat amendment was necessary to create a lot of record for Summit County Health/Peoples Health Clinic. Staff requested that Council conduct a public hearing and consider approving the amended subdivision plat. Mayor Williams opened the hearing. There was no input and the hearing was closed. Jim Hier, "I move approval of the Ordinance approving the Second Amended Subdivision for the Intermountain Health Care Park City Medical Campus/USSA Headquarters and Training Facility, located at 900 Round Valley Drive". Liza Simpson seconded. Motion carried.

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

5. Consideration of a Professional Services Agreement in the amount of \$79,960 for preparation of the SR-248 Corridor Plan, in a form approved by the City Attorney - Deputy Public Works Director Kent Cashel explained that Council directed Staff to enter into the second phase of the SR-248 Corridor Plan with a focus on directional lanes, dedicated HOV lanes and a potential of four lanes in the future. Staff developed a comprehensive scope of work, worked with UDOT to gain cooperation on the plan, and issued a Request for Proposals. Staff received two strong proposals, and was able to negotiate a fair price with H.W. Lochner, Inc. Staff anticipates returning to Council with a final plan by mid-October. Roger Harlan asked if additional studies were anticipated and suggested that having a contract traffic engineer might reduce overall costs. Mr. Cashel explained transportation issues would require ongoing consideration and a future study on the Hwy 224 Corridor would occur from the round-about to the City boundaries. He noted Staff was doing much of the work in order to reduce costs.

Mr. Cashel stated Staff continues to follow-up with UDOT regarding directional lanes and is working to manage the demand side before adding additional asphalt to the SR-248 corridor. Jim Hier encouraged phasing of directional lanes and requested additional analysis of the morning and afternoon commutes.

Jim Hier, "I move that we authorize approval of the Professional Services Agreement in the amount of \$79,960 for preparation of the SR-248 Corridor Plan in a form approved by the City Attorney". Liza Simpson seconded. Motion carried.

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

VII ADDITIONAL DISCUSSION – AGENDA ITEMS

Jim Santy was present to discuss the affordable housing on the Snow Creek Parcel. Mayor Williams explained the appeal would be held on August 7, 2008.

IX 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, and Liza Simpson. Joe Kernan was absent and excused. Staff present were Tom Bakaly, City Manager; Mark Harrington, City Attorney, and Gary Hill, Interim Planning Director. Liza Simpson "I move to close the meeting to discuss Property and personnel". Candace Erickson seconded. Motion carried. The meeting opened at approximately 5:00 p.m. Liza Simpson, "I move to open the meeting". Roger Harlan 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 Sharon Bauman

Sharon C. Bauman, Deputy City Recorder

**PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
AUGUST 7, 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; Gary Hill, Planning Manager; Kent Cashel, Deputy Public Works Director; Thomas Eddington, Planning Director; Dina Blais, Historic Preservation Consultant; Brian Anderson, Parking Manager; and Pace Erickson, Operations Manager

Historic Preservation Board: Gary Kimball, Ken Martz, Sara Werbelow, Mark Huber, Puggy Holmgren, and Todd Ford

Planning Commission: Julia Pettit, Evan Russack, Charlie Wintzer, Dick Peek, and Adam Strachan

1. Council questions/comments. Candace Erickson reported on the monthly Recreation Advisory Board meeting and discussed the RFP process for the Racquet Club. She pointed out the large segment of the population served in the community by the Recreation Department's outreach program. The dog park is planned to open in October and the Board will be addressing Council on the 21st on Creekside Park.

Roger Harlan spoke about the School Board meeting and relayed that members are pleased with the new crossing light installed on SR248. Roger Harlan pointed out that the configuration of the booths at the Arts Festival seemed to help circulation on the street. Joe Kernan commented on the Deer Valley Drive pipe line project and the conflicts with pedestrians and bicyclists who still chose to use it during construction. Members felt it would be wise to discourage use of Deer Valley Drive during this time and provide information to the public regarding alternative routes. Liza Simpson complimented the variety of departments responsible for working the Arts Festival and also thanked staff for a water tour. Jim Hier reported on an events committee meeting. Candace Erickson interjected that she has received good feedback on the bike racks the City has been installing throughout town.

The Mayor stated that for the first time the Marsalis Mosquito has been found in every trap in Summit County this year. He and staff continue to meet with Rocky Mountain Power on renewable energy projects and IHC about the partnering on installing wind turbines at Quinns.

2. Quarterly goal update. The Mayor asked for an update on the Park and Ride. Kent Cashel explained the status of the project which has been delayed by environmental and County approvals. There was discussion about exploring a solar grid system for lighting at the parking lot. There were no changes to the goals.

3. Joint Planning Commission/Historic preservation Board work session – Historic District Guidelines. Gary Hill displayed a chart illustrating the process of creating a historic contributory building inventory, the adoption of the Historic District Guidelines and enacting the temporary zoning ordinance on demolitions. Staff is in the process of obtaining a recommendation from the HPB on the Guidelines and based on prior direction, submitted the Design Guidelines to the Planning Commission for review of compatibility with the Land Management Code. The recommendation from the Planning Commission would be forwarded to the City Council for consideration and adoption. If there are changes to the Guidelines because of LMC amendments, staff recommends remanding the Guidelines to the HPB for final review. Members concurred with the process.

Mr. Hill commented on Council direction to create an inventory of historic *contributory* buildings and noted that passage of a TZO would provide staff with a period of six months to formulate a process and methodology for developing the inventory. Staff will return to Council within a month with a strategy to move forward with an inventory as soon as possible. Members were comfortable with this approach.

Gary Hill referred to the many meetings on the draft Historic District Guidelines. A public hearing was held before the HPB on June 2, 2008, two open houses were conducted and another one is planned for design professionals on August 25. The Planning Commission review resulted in recommended amendments to the LMC, including historic structures not located in the historic districts. There are about 14 or 15 buildings outside of the historic districts and the direction has been that the Guidelines would apply to all buildings regardless of their location. Currently, these structures are unregulated. All members agreed to proceed with an amendment to regulate this type of historic stock.

Dina Blais addressed historic reconstructions and furthering the City's preservation goals. She explained that often at the time of application, the condition of materials are unknown and making decisions on the fly in the middle of a project were problematic and confusing to the applicant, staff and the neighborhood. The goal is to increase the amount of information provided to the City by the applicant and provide tools for decisions on reconstruction when materials are deteriorated and unsafe. Ms. Blais noted that the staff report provides a definition of reconstruction in the LMC and the Guidelines. Preservation reconstruction is usually used for buildings that no longer exist but there is some kind of photographic evidence or a portion of a historic element left. The recommendation is an adaptation of that approach which would be decided upon early in the process. One standard allowing reconstruction is based on 70% of the material being defective, unsafe, or missing. Joe Kernan pointed out that that this approach would be a less expensive way to renovate a historic structure. Dina Blais explained that the HPB did not favor the 70% and preferred looking at standards for different elements of a building. The Building and Engineering Departments were asked to recommend an objective way to evaluate an application to allow the owner to reconstruct and Liza Simpson felt their involvement is critical. Commissioner Dick Peek

recommended an intermediary step and Ms. Blais believed the intermediary steps would follow standard preservation policy which would include repairs. If an historic element can not be repaired, it would have to be replaced in-kind as needed, as opposed to the removal of an entire wall, for instance. It is important to retain as much of the historic material as possible and this seems like a reasonable approach. In response to a comment from Adam Strachan, Ms. Blais explained that if the material can be repaired on a portion of a wall, then the portion has to be replaced but not the entire wall. Joe Kernan pointed out that neglect of properties could cause a structure to meet the reconstruction threshold resulting in replacing large elements. Ms. Blais advised that a provision addressing demolition by neglect could be added to the LMC which was supported by Commissioner Adam Strachan. There was discussion about circumstances where moving a historic building is acceptable which is usually associated with lot lines and plat amendments. With regard to reconstructions, Dina Blais emphasized that the documentation on the structure to be removed must be thorough in terms of the details of the exterior, size and scale. Any proposed additions would have to follow the Design Guidelines so that they are compatible and buildings remain on the inventory.

Adam Strachan pointed out that replaced portions may not deteriorate as quickly as the original materials and the owner may request that the entire element be replaced now rather than in the future. Ms. Blais felt that is a weak argument; if good maintenance practices are followed, the materials should last. She explained that any substitute materials introduced must be shown to not cause further deterioration of the historic materials and related provisions are included in the Building Code. There was discussion about whether or not to include this information in the Design Guidelines and Charlie Wintzer believed that it may not have to be included in the Guidelines or the code but recommended that construction practices be made available to architects and contractors. Gary Hill added that it is the intent to formulate a more thorough and uniform preservation plan earlier in the process and this may be the time to introduce information on building approaches. The success of the panelization of the Whiskey Distillery was reported.

Gary Hill stated that there are many interpretations of what height means and referred to illustrations of historic properties. In the Historic District, the LMC restricts height to 27 feet from grade to the top of the roof. On uphill slopes, the building can step up the grade of the hill. He also addressed examples of height for flat vertical walls. Some people gauge appropriate heights relative to heights adjacent to the structure. He asked the group if there are concerns about height of buildings so that solutions aren't sought without fully understanding the problem. Evan Russack suggested eliminating height exceptions altogether, but the Mayor believed that the heights of adjacent buildings should be taken into account to ensure compatibility. Charlie Wintzer stated that heights of buildings are not as impactful as the mass of structures; articulation of buildings relieves the visual mass but many designs are cube-like to maximize square footage. Mark Huber expressed concerns that eliminating the height exception may be too strict. Jim Hier felt that height limitations on uphill and flat lots are clear but downhill lots are very different. Charlie Wintzer interjected that there are some lots in town that

are unbuildable. Jim Hier reiterated that downhill lots are the issue. Mark Huber agreed and discussed applying different regulations for flat, uphill and downhill lots. Julia Pettit stated that she perceives a problem with height in the Historic District and believes that where a building sits on the property and its relationship to adjacent buildings are important to consider. The Mayor agreed that uphill, downhill and flat lots need to be distinguished in the code. Jim Hier pointed out that uphill and flat lots are measured the same. Todd Ford suggested that the building be set back enough so the 27 foot height minimizes the visual impact from the street. Mr. Huber noted that another way to measure would be to evaluate height and mass from the primary right-of-way and visual height from cross canyon. Ken Martz emphasized that the Design Guidelines include a compatibility clause. Owning a vacant lot is a huge advantage. He is not convinced there should be a 27 foot height limitation because height should be based on compatibility with the immediate area which would make the Design Guidelines easier to apply. Joe Kernan agreed with Mr. Ford's suggested of meeting setbacks and Mr. Martz added that 27 feet should not be a given and terrain and adjacent houses should be considered. Candace Erickson acknowledged the benefits of articulating and stepping a structure. She pointed out that with regard to basing height on compatibility, the new owner of the smaller building could construct an addition in the future, however, there may be a combination of workable solutions that incorporate compatibility. Charlie Wintzer agreed that there could be a calculation of a maximum of 27 feet and an average of adjacent heights but there should be incentives for properties to fit within neighborhoods. The Mayor acknowledged consensus of the groups on the importance of compatibility with existing structures and invited the audience to comment. Liza Simpson voiced her support of Todd Ford's suggestion with regard to mitigating height impacts by applying appropriate setbacks.

Ruth Gezelius, Prospect Avenue resident, commented on the massive structures built in Old Town over the years on combined lots and the tall and flat looking homes on single lots. She encouraged providing flexibility and encouraging variation in designs. The large homes on the hillside and the homes built to the 33 foot height are incompatible in Old Town. Lot combinations have been positive because historically not all homes were built on a single lot or at the same height and variation makes for a more interesting neighborhood. Establishing greater setbacks on lots wider than 25 feet has really helped.

Don Bloxom, designer, criticized the illustrations as being too out of date to be relevant because the examples were constructed under prior codes. He described the process for designing a pitched roof with a 27 foot limitation. He explained that the need to create the height exception was to accommodate construction on steep downhill lots.

Architect Craig Elliott, through use of a white board, drew the downhill lot scenario from the street with the 27 foot height limitation and pointed out that installing a parking space, required under the code, is not possible. There are questions dealing with height, zoning requirements, and the way people live. Uphill and downhill sites need to be approached differently. He illustrated that the mass for a pitched roof at 30 feet is the same as for a flat roof at 27 feet which may be another reason to provide flexibility in

designing a roof in context. Mr. Elliott encouraged looking at the LMC issues causing conflicts.

Kevin King, architect, describe a house on a downhill lot served by a horizontal driveway and argued that a higher house with a pitched roof presents less mass to the viewer on the street than a 27 foot height with a flat roof. He favors measuring from the mid-point of the roof and setting a reasonable height limit.

Gary Hill understood that the issues include context and the looming front façade of some structures. Evan Russack felt that neighborhood compatibility, mass and scale and roof pitch are the three big issues. Mark Huber added that including a garage in the design is also an issue.

Peter Barnes, designer, stated that when the height was decreased from 33 feet to 27 feet in 1995, he, an associate and an attorney met with staff, including City Attorney Jodi Hoffman about the legality of the 27 feet. At that meeting, he explained that once the other requirements like parking and setbacks are applied, it became obvious that the 27 foot height limit is legally indefensible. Ms. Hoffman stated at the meeting that there is no minimum roof pitch in Old Town, the Design Guidelines are just guidelines, and there is no legal requirement to do any of those things. He continued to explain that height exceptions up to 40 feet were granted in order to provide required parking. If 40 feet was considered a reasonable exception to achieve the parking requirement and the other criteria of the LMC, then the 27 foot number may have been totally wrong. Mr. Barnes suggested that for the pedestrian experience a one, two or three story building from the street in a dense urban environment is reasonable. Three stories on steep downhill lots are probably not recommended but three stories on uphill lots are fine. Height is a very complicated issue and it has been studied many times by many people. He encouraged contextual discussions. There are two story historic homes straddled by four story condominiums and he suggested that if a structure is within a story of the adjacent building, it is within the neighborhood context. There should be examples of current buildings if the discussion is on the current code.

Gary Knudson, property owner, relayed that setting a height limit at 27 feet sets the roof pitch for the entire house. Mixing roof pitches does not look historical.

John Stafsholt, 633 Woodside Avenue, stated that there is a flat roof garage being built on Woodside.

Gary Knudson pointed out that there are many attractive two story historic homes and architects should have some flexibility with design and these should be allowed.

Gary Hill thanked everyone for their input and stated that there will be more meetings on this topic. He relayed that at the first design professional meeting, parking was an expressed concern. Two parking spaces are required for new construction and in many cases owners don't want two parking spots. Parking affects circulation especially in the winter and snow storage is diminishing as Old Town lots are developed. There

was discussion at the design professional meeting about removing the two parking space requirement and the consequences. There probably is not one solution and in reality the answer may be in setting priorities. Historic buildings do not have to provide parking.

Jim Hier suggested creating an inventory of unbuilt lots so that impacts can be fully assessed. The Mayor believed that this requirement changed the streetscapes in Old Town. Candace Erickson added that there isn't adequate street parking on upper Woodside Avenue now and snow removal last year was extremely difficult because of parked cars. She knows very few people who do not own a car and providing a parking lot is not practical. Julia Pettit recommended examining uses which drive the parking demand. Dick Peek felt that assigned parking may encourage people to maintain the space by keeping it clear. As a Park Avenue resident, Ken Martz spoke about the difficult process of obtaining parking permits, managing on-street parking, and using the China Bridge Parking Garage during snow emergencies. Todd Ford suggested providing a waiver for the two parking space requirement for new construction and deed restrict the property to one car. Puggy Holmgren pointed out that monthly rentals significantly contribute to the parking problem when all tenants receive parking permits. Charlie Wintzer pointed out that eliminating a parking space may have the result of adding square footage to a structure. Joe Kernan questioned whether providing a parking lot would increase the number of cars in Old Town. Julia Petit suggested limiting the number of permits per address and providing a lot.

Parking Manager Brian Anderson acknowledged that Old Town parking permits is a challenging program to administer. Staff limits the number of permits per residence and currently a household can obtain up to five permits, if qualified. There is a process for requests beyond two permits. When paid parking was implemented, protecting Old Town from spill-over from the paid parking area was a priority. Old Town residents and nightly rental properties are the only ones allowed to park in the area and sometimes there are abuses. Discussion ensued about inspecting permitted addresses to assess the parking situation. If parking can be accommodated on site, permits are not issued. Joe Kernan agreed with Ms. Pettit's suggestion of limiting permits and providing alternative parking.

Don Bloxom pointed out that the unbuilt streets in Old Town provide unused space where a parking structure could be built. If the City restricts the number of cars in a new home, the City decides who gets to live there. These are homes that real people live in. It's the only neighborhood in the City that doesn't have a HOA. He encouraged avoiding steps to force more cars on the street and not passing legislation that can not be enforced. No owner will agree to a one car deed restriction. Roger Harlan felt that the option should still be available for the home owner to evaluate.

Beth Fratkin, Old Town resident, agreed with Mr. Harlan that the owner should be able to determine how many parking spaces are needed. She explained that the two car parking requirement applies to Sandridge Avenue where there are 80 municipally

owned parking spaces ten feet from the street. That regulation makes no sense in this particular circumstance and there may be others. There should be some flexibility.

Peter Barnes spoke about allowing cars to intrude in the City's right-of-way by eight feet which was allowed in the past. This would help to accommodate a two car garage and get the cars off the street.

Pace Erickson, Operations Manager, explained that two car garages contribute to the snow storage issue. It limits the area for storage and the double width of snow that the home owner removes usually ends up in the street creating a traffic problem. Parked cars represent the biggest challenge for removing snow. There was discussion about allowing residents to park overnight in the structure during snow emergencies or when particular streets are cleared.

Ruth Gezelius commented on tandem garages which are not ideal but are better than no parking. Households not only have cars but toys and equipment and the storage dilemma is not unique to Old Town. The City should not compromise on the parking requirement because Old Town is at maximum density.

Dina Blais noted that at the February 27, 2008 joint City Council Planning Commission meeting, the concept of the volunteer peer review was introduced. The Design Guidelines draft does not contain this option because the details were not formulated. The design community felt strongly that it should not be part of the public process. Staff recommends not including the volunteer peer review process as part of the formal design review process and there are suggestions from the Planning Commission and HPB to solve associated concerns. One is involving the applicant and the Building and Planning Departments earlier in the process together with the added requirement for more information from the applicant at the beginning of the process. Liza Simpson recalled the suggestion of appointing a design professional for a year to sit on the review team. Ms. Blais responded that the HPB did discuss this and it is a possibility. However, if a group of professionals is organized members can weigh in at public meetings. Council agreed not to include the volunteer peer review.

Prepared by Janet M. Scott, City Recorder

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
AUGUST 7, 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 7 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; Gary Hill, Planning Manager; Francisco Astorga, Planner; Sharon Bauman, Deputy City Recorder; and Katie Cattan, Planner.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

None.

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

1. Planning process – Beth Fratkin, resident, felt that the average citizen finds it difficult to understand the permitting process and how to comment on projects. The Planning Department is willing to help architects, designers and new property owners understand the process but there is no advocate for the citizens. This should be part of the responsibility of the planning staff. The public should be able to make an appointment with staff to work through issues so that the process doesn't become too adversarial or the project is appealed. It's helpful for citizens to know what rights they have and what rights they don't have. She stated her support of the Snow Creek Cottages Project.

2. Affordable housing cash award grant program and Snow Creek Cottages costs - Nancy Salomon stated that last week she addressed the costs of the Snow Cottages Project and obtained current cost information from the City as suggested. The estimate for construction of the project is \$4.5 million and including land value, totals \$9 million. This equates to \$700,000 per house for 13 houses. Buyers will pay somewhere in the low \$200,000s and the difference between the sales price and the true cost is about \$6.25 million. This is money the City is sinking into a project that will never be seen again. If the \$6.25 million was distributed, 62 families could receive \$100,000 (or over 100 at \$50,000) each to get into existing housing now. This is potentially ten times the number of people that could be helped as compared to the 13 households eating up all of that money. This kind of plan has been used successfully in other communities. As a side benefit, the real estate market is extremely slow and by doing this, 60 to 120 families could be put into a position of being home buyers. It is a win-win situation that Council should consider. She emphasized that they are not opposed to affordable housing, but want to get the most out of affordable housing dollars.

She stated that she doesn't understand how the City has gotten to this point in the development process. Many things have changed from the original concept; the number of units is fewer, the cost per unit higher, and the buildings are taller. Now is the time to take a step back and look objectively at this project. Does it make sense financially? Does it give you the most bang for the buck in tackling the affordable housing needs in Park City? Does it help the most people possible and hurt the fewest? Does it do the best possible job in meeting citizens' priorities for both open space and affordable housing? As responsible stewards of Park City's resources, she asked Council to answer these questions before proceeding with this project.

Jim Hier stated that the land is only valuable if the City sells it. He added that there are only two houses for sale under \$500,000 and are priced at \$499,000. One is 700 square foot Park Avenue remodel and the other is a house in Prospector. Giving someone \$100,000 to buy a house to live in Park City is not realistic.

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

1. Consideration of a Temporary Land Use regulation pursuant to U.C.A. Section 10-9A-504 prohibiting the demolition of any building more than 50 years old for a period not to exceed six months, pending the completion of Land Management Code and Historic District Guidelines amendments regarding the regulation of buildings of historic significance and potential amendments to the Historic Building Inventory – Gary Hill, Planning Manager, explained that over the last several months historic preservation has been a focus and the question of historic homes not listed as *significant* in the inventory has become a topic of concern. Discussions have included the creation of a *contributory* list and tonight a temporary zoning ordinance is before Council to prohibit the demolition of buildings over 50 years old. The moratorium on the demolition of buildings would be in effect for six months and it is the burden of the home owner to verify the age of the building. The TZO would apply to any structure that has not submitted a complete application for demolition as of yesterday. Mr. Hill pointed out that if approved, this legislation will not apply to permits for approved disassembly preservation methods such as panelization or reconstruction projects and applies to demolitions only. Mr. Hill stated that issued demolition permits will not be affected by adoption of the TZO. He believed that four have recently been issued.

Mr. Hill also requested direction on an amendment to the Land Management Code to eliminate height exceptions, institute a floor area ratio maximum, and eliminate the basement exception. These amendments could be noticed for the next available meeting. Jim Hier emphasized that there is no recommendation with regard to what the floor area ratio would be or what the substitute for the height exception would be, and Gary Hill explained that staff is looking for direction to create a draft ordinance. Mr. Hier was supportive at looking at revisions but felt they should be reviewed by the Planning Commission first which is the normal process. Mark Harrington explained that staff felt there may interest in extending the TZO to include steep slope permits as an intermediary step. Mr. Hier reiterated that the floor area ratio is completely undefined

and it is unclear what the Council would be restricting which makes him uncomfortable. Mr. Harrington explained that staff is not advocating the expansion of the TZO, but responding to requests from Council members about additional tools to address concerns in Old Town. For the benefit of Joe Kernan, Gary Hill explained the status of applications. Liza Simpson felt that eliminating the basement exception is unclear and agreed with Mr. Hier. She expressed support of eliminating the height exception but felt the amendment can not move forward without the FAR in place. Candace Erickson expressed that it would have been helpful for her to hear the Planning Commission's opinion on the scope of the TZO during work session before making a decision. The City Attorney explained that state code is deliberately written to expedite adoption of temporary zoning ordinances because of the large number of associated applications that follow hoping to vest. The statute specifically exempts the Planning Commission process for that reason.

Jim Hier expressed concern about proceeding without public input or little public input tonight; there was limited noticing. He shares the same concern on the TZO on demolitions and suggested continuing the ordinance to the next meeting so there is more notice to the public. Ms. Erickson felt that continuing for two weeks is too long and Mr. Hier explained his concern of unanticipated consequences if more input is not sought. Liza Simpson stated that she is comfortable moving ahead with the TZO on demolitions. The Mayor opened the public hearing.

John Stafsholt, 633 Woodside Avenue, read a petition regarding creating a contributory list of historic homes and prohibiting demolitions. He obtained 185 signatures in three days. He discussed the demolition of 637 Woodside Avenue. He read the purpose statement of the HR-1 Zone including preserving present land uses in character, encouraging the preservation of historic structures, and encouraging construction of historically compatible structures. Demolition of 637 Woodside and other historic buildings is contrary to the stated purpose of the zone. He encouraged passing the TZO tonight because waiting may result in losing more historic buildings and he stated that 637 Woodside was demolished today.

Mark Kosack, attorney, stated that he is here on his own behalf although he has clients in Old Town. He is extremely concerned about using the TZO as a tool for historic preservation. State law provides that this process can be used if there is a finding of compelling countervailing public interest. This language comes from the 1982 Western Land Equities Case heard by the Utah Supreme Court dealing with vesting rights when there is a change in law after application. He discussed fundamental rights and providing due process before a decision is made and thanked Council for the opportunity to speak because the statute does not require a public hearing. The Council is dealing in the realm of constitutional rights. In the Western Equities Land Case, compelling and countervailing public interest is described as things that seriously threaten public health, safety, and welfare and he cautioned elected officials not to change the direction of predecessors. Mr. Kosack suggested imagining substituting land rights with freedom of speech and/or freedom to assemble and if members still feel comfortable proceeding, then the initiative has probably met the test. Legally opposing

this action is not an option because six months is not enough time to obtain a finding from a judge so the Council has absolute authority. He urged Council to exercise it judiciously.

Craig Elliott, architect, disclosed that he has a contract with the City for some other work and is not representing the City in his comments here. He suggested that the FAR and the basement exception be explored further by staff and not included in the TZO.

Mark Blue, resident, expressed his disappointment that 637 Woodside was demolished today which was intentional because of this pending ordinance. The owner should have noticed the neighbors. It happened so fast.

Deb Stafsholt, resident, encouraged Council to look at scale of new construction and in consideration of the Angel Inn fire, building code regulations are also important to consider.

Gordon Duffin, owner of Total Mountain Management, stated that he is under contract for the 637 Woodside Avenue project. He obtained a demolition permit approximately five weeks ago and the demolition has been scheduled for some time. Contrary to accusations made, the permit was obtained properly.

Sandra Morrison, Pak City Historical Society, expressed her support of the TZO and referred to discussions of expanding it beyond 50 years to include the ski era. The A-frame houses represent the City's ski history which is as important as our mining history. There are about nine or ten A-frames remaining in Old Town. This would affect structures built in the early 1960s.

John Stafsholt stated that his home was built in 1883 but is not listed on the significant inventory. He could easily apply and receive a demolition permit; it is not a difficult process.

Liza Simpson felt that Ms. Morrison's comment is valid and recommended that 1962 be designated as the benchmark year. Dina Blais explained that the emergence of the ski industry took place in 1962 with the opening of Treasure Mountain. This would only affect one A-frame on the top of Park Avenue. In response to a question from Roger Harlan about potential liability exposure with adoption of a TZO, Ms. Blais disclosed that she is not an attorney, but understands that preservation has been established as a compelling interest by municipalities. She is aware of cities using TZO's in Utah and across the country which halt building activities until the municipality has a chance to formulate policies and code amendments. She is not aware of any negative consequences.

Mark Kosack stated that he did not find application of this type of ordinance for preservation during his research efforts. Mark Harrington noted that the City has used this mechanism twice. He agreed with Mr. Kosack that these actions aren't challenged because it is temporary and it is almost impossible to get arguments through court in

time. With regard to constitutional rights, property rights are a little different and can be described as a *bundle of rights*. A temporary interference of property rights, as long as it meets state statute standards, is acceptable and legal. The City Attorney felt confident that preserving historic structures is a compelling interest and he believes Council has the authority to proceed.

Liza Simpson, "I move we adopt an ordinance adopting a temporary zoning regulation which will prohibit the demolition of any building built before 1962 for a period not to exceed six months." Joe Kernan seconded. Motion carried.

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

Mr. Hier directed staff and the Planning Commission to explore an analysis of properties on steep slopes, floor area ratio, and the height and basement exceptions. Members acknowledged that the remand would not invoke the TZO and agreed with the direction.

2. Consideration of an Ordinance approving 460 Swede Alley condominium conversion – This application is recommended to be continued because a recommendation has not been rendered by the Planning Commission. The Mayor opened the public hearing. With no comments from the audience, Jim Hier, "I move to continue the consideration of an Ordinance approving 460 Swede Alley condominium conversion to August 28, 2008". Roger Harlan seconded. Motion unanimously carried.

3. Consideration of an Ordinance to approve the Amended Gateway Estates Replat Subdivision located at 408 and 412 Deer Valley Loop Road – Planner Francisco Astorga explained that the request is to combine two vacant lots into three lots of record to facilitate construction of three single family homes. The development will also require an approved steep slope CUP as well as historic design review. The owner has volunteered to add a note on the plat prohibiting duplexes and he explained the potential for the construction of four units on the two vacant lots. He is also willing to limit the footprint to the same area designated in the previous approval. The Planning Commission reviewed the application on June 11, July 9 and July 23, 2008 and staff recommends approval based on the ordinance.

Candace Erickson thanked the owner for agreeing not to build to the maximum. She referred to Mr. Brophy's concern expressed weeks ago, about snow shed issues. Through examination and discussion of the plat map, it was unclear what Mr. Brophy's issues were, but Mr. Astorga indicated that he will check further into snow shedding and storage on the property. Jim Hier, "I move we approve the amended Gateway Estates Subdivision based on the findings of fact, conclusions of law, and conditions of approval as found in the draft ordinance". Candace Erickson seconded. Motion unanimously carried.

4. Consideration of a consultant lobbying services contract in the amount of \$84,000 in a form approved by the City Attorney – Sharon Bauman explained that the recommendation is to enter into a base contract with James C. Barker, Esq. in the amount of \$84,000 for consulting services for 30 hours per month plus a \$5,000 annual expense retainer. Excess hours must be approved by the City before he proceeds with additional work. The City Manager, Water Fund, and Transportation Budgets will share the cost of the contract and the term is for one year with two additional renewals. She described the RFP process where only one response was received. Mr. Barker has served as the City's consultant in DC since 2001 to secure funding for Park City. Over the last three years, he has assisted the City in obtaining \$375,000 for the Prospect Avenue water and sewer project, \$187,000 for the Snyderville Basin interconnect study, \$5.4 million in FTA appropriations, and \$30 million relating to the Water Resources Development Act. The Mayor interjected that this contract is well spent money and invited public input. There was none. Joe Kernan, "I move we approve the lobby services contract in the amount of \$84,000, as written in the staff report". Roger Harlan seconded. Motion unanimously carried.

V APPEAL

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 – Appellants Carole Casten, Lisa Rudy, Randi Tonessen, Nancy Solomon, Conrad Elliott, Howard Anderson, Lori Clark, and Marcia Griffiths – The Mayor suggested that testimony be limited to the appeal points and Council members agreed. Jim Hier felt that restricting comments to the appeal is appropriate but if there are other issues relating to the project, they can be brought later on the agenda under *Additional Discussion*. Joe Kernan believed that appeal comments may be difficult for the public to distinguish and suggested limiting the length of input and the Mayor stated that he is not inclined to limit the length of comments and supported Mr. Hier's suggestion which was agreeable to other members. Mayor Williams clarified the appeal process. Planner Cattán will introduce the appeal, followed by a presentation by the appellants, a presentation from the applicant, and public input based on the points of the appeal; the hearing will then be closed and members will deliberate.

Katie Cattán explained that the City is the applicant for the Snow Creek Cottages Project consisting of 13 detached single family homes. The number of units triggers the requirement for an approved master plan development because more than ten homes are proposed. The application was reviewed by the Planning Commission on July 9, 2008 and the MPD was approved unanimously. On July 18, 2008, the City Recorder received a letter appealing the approval listing six reasons for the appeal including the specific provisions of law.

She relayed that the first point deals with the sensitive lands analysis, how it was applied by staff, and whether or not it was applied correctly. The appellants allege that Condition No. 15 failed to meet the SLO requirement of Sections (a), (b), (c), (e) and (f) of the LMC. Ms. Cattán explained that the Planning Commission added Condition of

Approval No. 15 at the meeting which requires a complete wildlife habitat study be completed prior to issuance of a building permit. The study must identify the presence of threatened endangered and sensitive species in the immediate site. The appellants question whether or not the SLO was applied correctly with regard to the condition.

Ms. Cattan continued to explain that during the initial review, staff upheld the 50 foot setbacks within the SLO for wetlands. Planning staff also checked with the Department of Natural Resources who indicated it has no concerns about threatened or endangered wildlife species on the site in a preliminary letter. The applicant has contracted with an independent firm to perform a complete wildlife study on the site and the scope is described within Attachment A of the staff report, which fulfills the requirement of the SLO as well as Condition of Approval No. 15 for the MPD. This study must be completed prior to issuance of a building permit. She noted that if any species of concern is identified in the analysis, the applicant is required to adhere with the SLO's regulations for wildlife and wildlife habitat protection.

With regard to the appeal points relating to wetland and downstream issues, Ms. Cattan explained that Condition of Approval No. 4 requires that the Army Corps of Engineers approve a wetland mitigation plan prior to issuance of a building permit. Condition No. 5 specifies that the City may require that a line of map requirement (LOMAR) be completed prior to issuance of a building permit. A LOMAR requires an engineering hydrology study to determine the design of the detention ponds and the potential impacts of the project on the flood boundaries. The findings of these studies will determine whether or not a LOMAR will be required. A wetlands analysis and mitigation plan will be created by Evergreen Engineering which must be approved by the Army Corps of Engineers. At this stage ground water and run-off will be examined to determine whether the LOMAR will take effect. She emphasized that the studies can not be performed until there is some concept of the scope of the project which is defined during the MDP process. Conditions must be met prior to building permit issuance.

Ms. Cattan explained that the City Council may affirm the Planning Commission's decision to approve the Snow Creek Cottages MPD as conditioned or amended; the Council may reverse the decision and deny the MPD and direct staff to draft findings for the decision; or the Council may continue the discussion of the appeal. Staff recommends that the City Council review the appeal and consider affirming the Planning Commission's decision to approve the Snow Creek Cottages MPD as conditioned.

Jim Hier disclosed that he had a brief conversation with appellant Lisa Rudy on the Snow Creek Cottages Project on Sunday which focused on the overall value of the project not the particulars of the appeal. The Mayor invited the appellants to comment.

Conrad Elliott, appellant and resident of 10 Windrift Lane, believed this appeal is taking place under highly unusual circumstances. He suggested a scenario where a private developer proposes to build a MPD in the middle of wetlands and the neighbors object for a number of reasons. The buildings are too tall and violate City code, the developer

declines to conduct a thorough wildlife study, and construction of the project may cause flooding to adjacent homes. Despite expressed concerns, the Planning Commission approves the development. The neighbors appeal the Commission's decision but learn that the appeal will be heard by the board of directors of the development company. He alleged that this is the same situation he and his fellow appellants are faced with tonight. The applicant is the City and the everyone on the appeal board is a paid City official and several Council members have publicly expressed their support for this project. He wondered if they can receive a fair and impartial consideration of the appeal and read from the City's Officials Handbook regarding hearings. Mr. Elliott stated that the appellants know they will not receive an impartial hearing but want to discuss two possible solutions. Any person sitting in judgment of this appeal who has received money or compensation from Park City Municipal Corporation or any of the members who have publicly expressed support for Snow Creek Cottages should recuse himself or herself from this hearing.

Conrad Elliott emphasized that the Council should provide another impartial decision-maker to hear the appeal at a later date. Another option is to set aside tonight's appeal and discuss the issues with them and attempt to arrive at a satisfactory conclusion. They are not asking to overturn the Planning Commission's approval; they are asking that three conditions be added to the approval: (1) require the wildlife study as specified in the LMC, (2) require the engineering study specifically addressing water impacts to Windrift Condominiums, and (3) reduce the height of the buildings.

He continued that the staff report claims that the planning staff decides which SLO's regulations may apply to the site. The appellants believe that the staff has misinterpreted the LMC. Neither the staff nor the Planning Commission can select which parts of the wildlife study the applicant needs to do. Either the study is relevant to the property as the Commission deemed or it is not. The LMC makes no provision for a partial wildlife study.

The Mayor pointed out that none of Mr. Elliott's comments relate to the points of the appeal but focused on the question of the authority of the City Council. He acknowledged that this hearing is unique because the City is the applicant but encouraged the appellants to address the points of the appeal which is what Council members need to hear to determine if the Planning Commission erred in its decision to approve the MPD.

Mark Harrington stated that this situation actually happens all of the time and is not unique. Obviously, in any given year there are a number of development activities that result from normal municipal government's function. The Council is obligated to wear many hats and sometimes roles overlap. It is important to note that when they do overlap, there is full disclosure as there has been this evening. The Council is obligated by law to view the applicant as the City's Sustainability Department and appropriately judge the appeal based solely on the LMC issues raised and not any other policy perspective that the City may have. Mr. Harrington admitted that this is a very hard thing for the public to accept. Hiring an independent body is not a practice of

jurisdictions because it is practically impossible to implement. In fact, most jurisdictions exempt themselves from the appeal process altogether. He emphasized that the City must go through the process like anyone else and ultimately, is accountable by judicial standards. The City Council has been trained on LMC issues and public comment has intentionally been limited so other considerations are not introduced. The Council's decision is limited to interpretation of the code.

Mr. Elliott suggested the dismissal of any Council member that made public remarks in support of the Snow Creek Cottages Project. Mr. Harrington stated that the Council as a majority has supported a policy in pursuing this housing project if it complies with the LMC. He did not agree that this is grounds for dismissal of this body to review the appeal nor would he require additional disclosure. He felt it safe to say that all members on the Council support affordable housing and to some degree some sort of project on this parcel at some point, but this does not preclude them from objectively applying the standards to the facts of this project. The Council has overturned municipal projects in the past and the law requires that members be impartial in applying the facts to the law to the particular aspects of this application regardless of their overall policy perspective. Conrad Elliott stated that he thinks it's humanly impossible for members to be impartial once they have made up their minds. Mr. Harrington stated that if any member can not hear the appeal in an impartial manner he or she needs to recuse themselves because of personal bias.

Candace Erickson interjected that the three additional conditions suggested by the appellants may be worth addressing rather than going through the formal appeal process. The City Attorney explained that the Council always has the ability to continue a matter and direct staff to further work with the property owners. Additionally, the state encourages the use of the dispute resolution process through the private property rights ombudsman. Candace Erickson stated that she has issues with the wildlife study. Roger Harlan expressed concern about the safety of downstream residents regarding flooding. Joe Kernan pointed out that discussions may result in changes to the project which may result in a better product. Mr. Elliott indicated that these comments are encouraging because the appellants have felt that the Council is very closed minded about any of their concerns.

Ms. Simpson pointed out that members were not allowed to talk with appellants about the project because of the appeal and it is important to recognize that no matter how much Council members support a concept, they must fairly judge the process to make sure it was conducted properly. She felt confident that all members on Council can do that because we want to do things right. Jim Hier agreed. Serving as a member of the Planning Commission for five years and the City Council for six years has provided him with a good understanding of the LMC. He believes the Council has gone out of its way in many instances to ensure that the City follows the same process as any other developer would be required to follow. He felt confident that members can address the issues impartially. He stated that he feels strongly about affordable housing and housing on that site, but not necessarily the number of units and/or the height. Mayor Williams relayed that the Council has been looking at this parcel for housing for four

years based on analyzing the uses for all City-owned property. Maintaining economic diversity is a goal of the Council and he believes the Snow Creek Cottages is a good project. One of the reasons for the height was to accommodate solar panels and he feels the height will not affect views from the neighborhoods.

Nancy Salomon read a quote from a story in the *Park Record* indicating that Mayor Williams expects the City Council to keep the Planning Commission's approval in tact. The Mayor encouraged her to read this statement in context. He explained that the story relates to the night the appellants asked Council to call-up the Commission's decision. When members were polled, they unanimously agreed to support the Planning Commission's decision and to not call up the MPD approval. He stated that since the appeal has been scheduled, he has not discussed it with anyone. Mark Harrington described the call-up process for the benefit of the appellants and reiterated the Mayor's explanation.

Appellant Howard Anderson stated that he feels the parties are making some progress. The only outstanding issue is the height and this is the first discussion the neighbors have had with the City about this. The City never called them about the project but maybe issues can be worked out. The Mayor stated that he does not believe that they are on opposite sides and the goal of the hearing is determine what is fair and correct. He emphasized that the City has conducted open houses and many public meetings on the Snow Creek Cottages Project. Mr. Anderson stated that a charette was held for the public but the plans changed dramatically, specifically the height from one and a half stories to three stories.

The Mayor believed that everyone agrees about the wildlife study. Jim Hier cautioned speaking for all members because the appeal has not been discussed at all. Mark Harrington stated that all members feel they are unbiased enough to proceed to hear the appeal which addresses the first point. The next question relates to consensus to stay the appeal pending further discussions with the appellants; presentations could proceed and this question could be revisited later in the meeting.

Carol Casten, appellant, noted that the staff report prepared for the Planning Commission meeting states that a condition of approval regarding the mitigation of downstream impacts was added when in fact, it had not. The downstream residents, particularly Windrift, already experience flooding issues that have worsened over time. Flooding began following the construction of the Saddle View Office Park. With each project, the crawl space flooding has worsened. The downstream residents have repeatedly asked for assurances that the proposal development will not adversely affect them. The Planning Commission, however, did not require that the City conduct an engineering study and they want to make sure that is done. The Planning Commission did not require the applicant to complete a LOMAR. In refusing to perform such a study, the City is saying that it doesn't care about damage to adjacent properties. The appellants request a meeting with the engineer before the planning and implementation of the study so that neighborhood concerns are addressed and they don't understand the City's reluctance.

Nancy Salomon stated that no consideration has been given to the visual impacts because of the height. The original design was for one and a half story cottages and there isn't anything cottage-like about 37 foot structures above grade at nearly a full three stories. The LMC requires evaluation of visual impacts when evaluating a height exception and she argued that this project will affect Windrift's views. The staff report claims that Windrift is situated at a higher elevation than the proposed project which is clearly not the case. It is downstream and must be lower. The staff report claims that a variation in roof pitches is a justification for allowing the height exception but it is conceivable to put the same roof structure on a lower building. The LMC requires that a MPD project compliment the natural features of the site. This is a low-scaled environment of streams, wetlands, low vegetation, an open meadow and a few aspen trees in one corner. These tall skinny houses will tower over the natural landscape where one and a half cottages would not. The LMC requires that the MPD be compatible with the neighborhood. She challenged members to find the same situation in any other part of Park City. The recent soil studies discovered water just below the surface and she wondered if the project would have to be raised from natural grade. The current design of nearly three full stories is not the most energy efficient design and Ms. Salomon believed that the cottage design would be 20% more efficient and pointed out that one unit must be ADA compliant. The appellants understand the reason for minimizing the footprint but felt their arguments are valid to consider to lower the height of the buildings. She stated that appellants prefer 60% open space with the original design over the 70% open space with taller buildings because there still is a lot of open space around the project. She reiterated her arguments in summary form.

Lisa Rudy stated that the design team assured the Planning Commission that the detention ponds would be dry most of the time and would not present a health and safety problem. Given the high water table there is no way to provide assurances to residents without the results of the soils engineering studies. The water situation at Windrift needs to be thoroughly assessed before any permits are issued.

Craig Elliott, architect representing the applicant, displayed a model of the project area, including the Snow Creek Cottages, Windrift Condominiums, and the Saddle View buildings. He stated that the Council has always been impartial when evaluating his projects in the past and understood that the neighbors are not opposed to affordable housing but opposed to any development on the site. In 1993 the Snow Creek Crossing large scale MPD was approved and through the process, densities, parking requirements, and uses were determined. This particular parcel was part of the MPD as well as the post office and police facility parcels. At that time, the parcel was designated as housing and zoned appropriately. When the original MPD was reviewed, the Planning Commission asked for further information which included application of the SLO. The wetlands were identified as sensitive areas, which will be protected and a 50 foot buffer from the edge of the wetlands will be retained as required by the ordinance. Based on the criteria of the ordinance there were no further restrictions on the residential or commercial portions of the MPD and this determination was followed. The state was contacted and responded at that time. He emphasized that the wildlife study

has been contracted and a preliminary letter has been rendered. Mr. Elliott emphasized that requirements like the habitat study and zoning for the parcel have been consistently applied through reviews.

Craig Elliott explained that the hydrology study which will determine how much water is being moved through the channel will be conducted. This requirement is the same standard for the City as it would be for any applicant. In order to conduct an engineering study, which is a condition of approval, the project scope has to be defined. Additionally, a review and approval of the Army Corps of Engineers is required and there have been no exceptions granted to the City with regard to requirements. The original MPD assigned large portions of open space in addition to the required open space generated within projects. This results in a huge percentage of open space in the general area. During the Planning Commission review of the Snow Creek Cottages MPD, comments were received from Commission members and neighbors about reducing the footprint on the site. The initial application was essentially two stories which resulted in 60% open space but he was directed to reduce the amount of impervious materials on the site which could alter run-off from the project. The 40% lot coverage was redesigned to 30% by creating a more efficient two and a half to three story design. The impervious surface coverage was reduced by 25% which is significant and is encouraged with green building practices.

The MPD process provides for an exception for building height and there are six criteria of which one does not apply because it relates to the HR-1 Zone. The project met every condition and submitted site sections for the Commission and public to review; a solar study was also completed. The building square footage or amount of volume was not increased and Mr. Elliott emphasized that only 32% of the allowed density is proposed and single family detached buildings seemed to be the best fit for the site and the neighborhood. An aerial survey was submitted to illustrate that distances from the wetlands exceed zoning requirements. Although the project may be located in a view shed toward the meadow, it will not be in the direct view shed of Windrift or Saddle View because of the orientation of the structures and existing vegetation. He discussed possible additional landscaping efforts to screen the project. The project will be ADA compliant and he discussed installing an elevator in one of the houses which is common in Park City. The buildings are extremely efficient.

Architect Craig Elliott addressed the LOMAR issues and believed they will be filing one but he did not feel the boundaries of the flood plan have changed. The design of the detention basins is intended to allow the project and property to perform as it has historically and the MPD agreement specifies that these studies be conducted. Flows will not increase based on the application of common engineering practices and local, state and federal regulations. The design takes into account all of the issues raised. He described access to the project for the benefit of Carol Casten and answered other questions from the appellants regarding the detention basins.

Candace Erickson relayed that it is her observation when walking the site that only two units will be slightly impacted with regard to the height of the project because Windrift's

windows are oriented to the west. The potential results of the hydrology analysis and flooding were discussed. In response to a question from Mr. Hier, Katie Cattan explained that a MPD is required for projects over 10 units. The Mayor invited public input.

Appellant Carol Casten pointed out that the letter on wildlife clearly disclosed that it wasn't a report and a complete wildlife report should be produced. The Mayor again invited the audience to speak.

Sheila Haloff-Berry, Windrift resident, stated that the ponds are not causing flooding in units because as development proceeded in the area over the years, flooding in crawl spaces increased.

Tina Smith, Park Avenue resident, stated that she prefers keeping the parcel as open space because of the wildlife but is encouraged by the studies that will be completed. She was not allowed to build beyond 27 feet in Old Town to accommodate solar panels and which is not fair. She felt that the height of 37 feet is significant.

Rich Wyman, resident, relayed that he is both an affordable housing and an open space advocate. He stated that the evidence presented seems to negate the concerns of wetland encroachment or flooding. There is a lot of fear about the unknown and the residents are afraid of what may happen if 13 houses are built which results in the NIMBY syndrome. He emphasized that this project is not actually in their backyards; the Saddle View Condos are at least 190 feet away and Windrift 124 feet away. The appellants are grasping at things to fight the project like water and wildlife and the appellants carry the burden of proof in proving that the Planning Commission erred in its decision. The staff report indicates that the Army Corps of Engineers determined that the wetlands and flooding are not issues. The Department of Natural Resources found that there is no concern or threat to existing wildlife. Mr. Wyman emphasized that this is not a sensitive land because it is already surrounded by development, buildings and roads. The Windrift and Saddle View Condos were built in the flood plain in the wetlands and are high in density. The appellants' condos would never be approved by today's high standards under which the Snow Creek Cottages exceed. The original MPD required 60% open space and the current project has over 70% open space. This is in addition to almost 20 acres of open space already set aside in the subdivision, totaling over 25.5 acres of open space. The project has a maximum allowable density of 40 units but the applicant is requesting only 13 units. With regard to the height exception, the precedent has been set; Aspen Villas was approved with a height exception in the 1990s. The planning staff has stated that views from Windrift and Saddle View will not be impacted and the project is also out of view of SR224. It is not on a hill or ridge, but surrounded by other buildings and it is an ideal location for housing because it is within walking distance to shopping, thereby cutting down on vehicular traffic. He stated that 15 years ago he as the Chair for the Coalition of Resident Renters, he was one of the first affordable housing advocates. When asked by a member of the Leadership Class why citizens should pay for affordable housing, he responded that when a community decides it needs something it pays for it. . .like a new

police station, City Hall, schools, roads or other structures and he emphasized that people are more important than people and roads. Affordable housing benefits this entire community by providing housing for school teachers, police officers, fire fighters, City Hall employees, local business owners and their employees. All of us can live here thanks to projects like this. Mr. Wyman encouraged Council members to follow staff's recommendation based on the conclusions of law and to affirm the Planning Commission's determination. Approving this project will complete the Snow Creek Subdivision protecting over 25.5 acres of open space while providing 13 beautiful units of housing for the people who live and work here. It is a project to be proud of now and well into the future.

Judy Hale, long term resident, stated that she has been attending meetings and is objecting because she feels the parcel is the last piece of open space of its type within the City limits. It is not in her backyard but in the backyard of her community. This is like putting homes in the middle of Swaner Preserve. The project will forever change that part of our community. Even though Mr. Hier stated that there is no land value there, there are open space dollars available for this property and this money could be used to assist people in obtaining homes in the greater Park City area. She is also concerned about water.

Glen McConkey, resident, stated that she lived in Park City in 1963 and 1964 and explained that the area looked very much like a brushy desert meadow not wetlands. The Park Meadows Golf Course *rearranged* the water system to accommodate the development in Park Meadows many years ago and now we have to deal with the consequences.

Bob Becker, resident of Saddle View for ten years, stated that they are very supportive of low income housing which is needed in Park City. He lives in Unit 3 on the lowest level and his views will be obstructed with the proposed height. The letter from the Field Ecology Office recommended that the City postpone its decision for at least a year. The wetlands are fragile and he pointed out that the wildlife habitat will be destroyed. Cities should adhere to higher standards and set a positive example to the community. In this case, he feels the City is lowering its standards and requirements below what would be approved for other applicants.

Kyra Ryan stated that she is hopeful that all of the issues raised can be addressed. As an employer and resident, she is very supportive of this project.

Alan Schueler, Old Town resident, relayed that this is the first person he has heard in favor of affordable housing in all of the meetings he has attended over the past 11 years. His concern with the project and the government as a whole is that citizens should not have to pay for it and have it in their neighborhoods. Affordable housing is not clearly defined as a government role and it has usurped everything else going on in the City. It doesn't matter what the neighborhood thinks and this is very frustrating.

Teri Orr relayed that this project is kind of in her backyard, about a mile. When she first

moved into her Park Meadows house in 1980, there was no wildlife around the neighborhood. Development on the hillsides forced wildlife down into residential areas and she suspects that many of the critters spotted in the Snow Creek area didn't really make the same pathway decades ago. The locations they're in now are the result of the different kinds of growth that has occurred. In 1980, the older homes in Park Meadows were the affordable housing at the time and there simply wasn't much else available in Park City. She manages ten employees of which only two live within the City limits. Ms. Orr apologized to the Council for not more affordable housing advocates speaking out sooner, but encouraged proceeding with a terrific project. She applauded all of the work done to try and make the project compatible.

Kyle MacArthur, Silver Meadows affordable housing resident, stated that he was on a waiting list for six years before he finally got into a unit. He hates to see affordable housing projects delayed because they are needed sooner rather than later.

Katie Mollaly, Silver Star affordable housing resident, stated that she appreciates everyone's concerns which are valid but trusts that the Council will conduct studies to thoroughly evaluate the site. This is an important project that should proceed for the betterment of the community. Workers make Park City what it is and people should speak up on this topic more often.

Jenni Smith, Park City Mountain Resort, thanked Council for handling these hard decisions. She agreed with Teri, Kyra and Kate and would love to see this project happen on the site, understanding there are concerns. She felt these issues could be worked through and supports affordable housing on this site.

Mark Blue stated that the City requires all these studies to build something but not that much to rip something down.

Patricia Stokes, resident, commended the work performed on the project and petitioned the Council to allow the project to proceed. Diversity in Park City will help preserve the fabric of the community. This is a critical project.

Greta Andreni, resident, stated that the average resident has two or three jobs in order to be able to afford to live in Park City. She supports affordable housing and at the same time is committed to the environment. She feels confident that the Council will consider and mitigate any environmental impacts.

Carol Casten announced to the audience that the appellants have presented a plan for affordable housing that will help many more than 13 families. Their analyses could reach out to 60 to 100 families depending on the allocations of money. They would be happy to meet with anyone to share their concept. Their plan is win-win and will allow anyone to apply for housing not just 13 lucky households and the meadow could be preserved forever.

Nancy Salomon felt that deed restricted property is a permanent trap for buyers

because they can not build equity. Their plan gets around this because the owners participate in the appreciation of their own property.

Kyle MacArthur added that he loves his affordable housing neighborhood and does not feel trapped.

With no further comments, the Mayor closed public input.

Jim Hier believed that the wildlife habitat study should have accompanied the original application and the applicant's failure to include the study was in error. He suggested continuing the appeal until the study is received. Katie Cattan explained that the wildlife biologist will address all of the requirements of the SLO analysis within the LMC as well as meet the requirements of Condition of Approval No. 15, stating that a wildlife habitat study must be completed prior to the issuance of the building permit. A preliminary letter was sent by the biologist, confirming the site review and that a report will follow. Mr. Hier stated that the LMC requires the report at the time of application and asked when it would be available so that the condition is addressed before rendering a decision on the project. Craig Elliott believed the final study may take a month and Tom Bakaly pointed out that focusing on the elements outlined in the LMC may simplify the analysis. Jim Hier stated that the report should address Subsections (a) through (f) as written in the LMC. A mitigation plan, if required, does not need to be produced at this time. Katie Cattan felt that the letter may have sufficed if submitted with the application and a full study may not have been pursued. Members agreed that the wildlife analysis should address the specific criteria included in the LMC.

The Mayor announced that the appeal will be continued. Jim Hier explained that the MPD process determines the scope of the project first before a hydrology study can be performed. It is appropriate that it be conducted prior to issuance of building permits. He suggested that the engineering report address the detention ponds. If needed, the LOMAR should be completed. Members agreed.

With regard to height, Roger Harlan felt the trade-off of a smaller footprint is compelling. Candace Erickson stated she has not made up her mind about the height but doesn't believe the Planning Commission erred in its determination. Joe Kernan agreed and felt all criteria was met. Liza Simpson also agreed. Jim Hier stated that the Planning Commission did not err but the Council may want to revisit the height.

Mark Harrington contemplated returning to Council with two sets of recommendations and findings. If the additional information from the wildlife biologist meets the criteria in the Code, he anticipates recommended findings and facts for granting the appeal in part and denying the appeal in part with revised conditions of approval that address any issues raised in the wildlife study or relating to other conditions for Items 2 and 3 in terms of the hydrology and the LOMAR. If the wildlife study comes back with substantive issues, the appeal would be granted in part and denied in part, but probably with findings to remand it to the Planning Commission to address the wildlife issues prior to moving forward. The other option is presenting the information to Council who

would decide at that meeting how the findings should be drafted.

Jim Hier did not favor remanding the project to the Planning Commission even if there are significant issues identified in the studies and preferred that Council review the information and make a determination. Liza Simpson, "I move we continue the appeal of the Planning Commission's approval of the MPD application for the Snow Creek Cottages until the 21st of August". Joe Kernan seconded. Motion unanimously carried.

VI ADDITIONAL DISCUSSION – AGENDA ITEMS

The Mayor invited any general comments on affordable housing.

Glen McConkey felt that the affordable housing program in Park City is absolutely terrific and it should be in our back yards.

VII 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 2 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; and Mark Harrington, City Attorney; Diane Foster, Environmental Manager; Bob Richer, Summit County Commissioner; Myles Rademan, Public Affairs Manager; and Chris Donaldson. Roger Harlan, "I move to close the meeting to discuss property and personnel". Liza Simpson seconded. Motion carried unanimously. The meeting opened at approximately 3:30 p.m. Roger Harlan, "I move to open the meeting". Jim Hier 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

Janet M. Scott, City Recorder



City Council Staff Report

Subject: Appointment of Police Chief Wade Carpenter
as the Park City Deputy Fire Marshal
Author: Janet M. Scott, City Recorder
Department: City Manager
Date: August 21, 2008
Type of Item: Administrative

Summary Recommendations:

Formally appoint Police Chief Wade Carpenter as Deputy Fire Marshal.

Background:

The Uniform Fire Code provides for the appointment of a Fire Marshal and a Deputy Fire Marshal, which is not mandated. Chief Building Official Ron Ivie was appointed Fire Marshal in 1983 and at the same time, former Police Chief Lloyd Evans was appointed as Deputy to ensure back-up in the event of an incident occurring in Ron's absence. In consideration of Lloyd Evans' retirement, the Chief Building Official strongly encourages the appointment of a Deputy.

Analysis:

Fire marshals should be qualified through experience and education to effectively enforce the Fire Code for building inspections and to promote and support injury prevention. Fire marshals also investigate fires which may result in filing criminal charges and Wade has experience in managing municipal fire operations. Appointment of the Chief of Police is a logical choice.

Department Review:

City Manager and Chief Building Official.

Alternatives:

A. Approve:

This is the recommendation of the City Manager and Chief Building Official.

B. Deny:

The appointment of a Deputy is not mandated in state code.

C. Continue the Item:

Staff would request direction.

Significant Impacts:

The responsibilities of the Fire Marshal are significant and appointing a Deputy ensures consistent delivery of health and safety services to the public and coverage of associated duties.

Consequences of not taking the recommended action:

Without a Deputy and in the absence of the Fire Marshal, there may be delays or other unanticipated consequences relating to fire investigations, building inspections and/or reporting which may negatively impact formulating accurate findings.

Recommendation:

Formally appoint Police Chief Wade Carpenter as Deputy Fire Marshal.

City Council Staff Report



Author: Jeff Schoenbacher, Environmental Coordinator; Matt Twombly, Project Manager
Subject: Prospector Drain Bio-cell Project
Date: August 21, 2008
Type of Item: Request for Award of Contract

Summary Recommendation:

- A. Staff recommends City Council authorize the City Manager to proceed with the Prospector Drain Biocell project and execute a Construction Contract in a form approved by the City Attorney's Office to Counterpoint Construction Company, Inc., in the amount of Three Hundred Two Thousand Dollars (\$302,000.00).

Description:

- A. **Topic:** Construction Agreement Award – Prospector Drain Biocell.

- B. Background:**

As part of the remediation efforts for the Silver Creek Tailings Site (Prospector) CERCLIS # UTD98051404, the Prospector Drain is the final remedial measure. The drain receives shallow ground water that saturates the tailings contained within the Prospector Development, which was previously a mine tailings impoundment. The water that outfalls the drain pipe significantly exceed Utah State Water Quality Standards for heavy metals and has also been deemed a significant contributor to the impairment of Silver Creek within the TMDL.

City staff has been working with Dr. Fitch from the University of Missouri, Rolla and David Reisman, of USEPA Office of Research and Development, to develop a plan for treating the water for heavy metals. With their assistance, staff created a test anaerobic treatment unit which has been operating and being monitoring since June of 2004. The results of the pilot have shown a significant reduction of heavy metals as required by the TMDL. Due to the success of the pilot, design work on the full scale treatment facility (Biocell) was coordinated, completed and approved by the EPA through the Upper Silver Creek Watershed Group.

Last year the full scale treatment unit (biocell) was advertised for bids and there were two bidders on the project. PCMC rejected all the bids on the treatment unit project, where the bids far exceeded the budget developed for the biocell at that time. Staff worked with the CIP committee and budget staff to obtain an adequate project budget as adopted by City Council for fiscal year 2009.

Analysis:

The project was advertised to bidders in the Salt Lake Tribune on July 19 and 20, 2008, and in the Park Record on July 19 and 23, 2007. There was a mandatory pre-bid meeting held on July 29, where 4 out of the 5 plan holders attended. The sealed

bid(s) were opened and read aloud on August 5, 2007. There were two bidders for the project. Counterpoint Construction Company was the low bidder at Three Hundred Two Thousand Dollars (\$302,000.00). DRD Paving was the high bidder at Six Hundred Ninety Thousand Six Hundred Thirty Dollars (\$690, 630.00). Staff recommends Counterpoint Construction Company receive the award of the Construction Agreement as the responsive and responsible low bidder for the project.

Department Review: This report was reviewed by City Manager, Legal Department, Sustainability, Building.

Alternatives:

- A. Approve the Request:** Staff is requesting authorization to proceed with the Prospector Drain Biocell project and award the construction contract on a form approved by the City Attorneys Office to Counterpoint Construction Company, Inc., in the amount of Three Hundred Two Thousand Dollars (\$302,000.00).
- B. Deny the Request:** The construction of the Biocell will not proceed at this time.
- C. Continue the Item:** This would delay the project which would likely impact the completion of this project this season.
- D. Do Nothing:** This will have the same impact as delaying the request and would not comply with the Silver Creek mandated TMDL goals.

Significant Impacts / Consequences of not taking the recommended action:

A delayed contract approval would impact starting and or completing the project this season. The project is anticipated to begin soon after the execution of the contract upon receipt of bonds and insurance. There is \$570,000 in the Prospector Drain CIP project. The City has received an \$8,000 Clean Water Act Section 319 Grant for the project.

Recommendation:

Staff is requesting authorization to proceed with the Prospector Drain Biocell project and award the construction contract on a form approved by the City Attorneys Office to Counterpoint Construction Company, Inc., in the amount of Three Hundred Two Thousand Dollars (\$302,000.00).

Attachments:

Construction Agreement

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 (insert contractor, address), which is a (check one) ☒ corporation ☐ partnership ☐ sole proprietorship ☐ limited liability company (hereinafter "Contractor").

PURPOSE: For the project known as the Prospector Drain Biocell (hereinafter "Project"), which briefly consists of furnishing and installing gravel, drain piping, substrate, sampling ports and clay berm as set out in the project documents and plans as prepared by the consultant.

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 Architect, 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 Department of Capital Management. 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 materialmen 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, materialmen, 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 **Three Hundred Two Thousand Dollars** (\$302,000.00) 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 31, 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 **Dollars (\$xxx)**, 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 part 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, materialmen, 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 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.

PARK CITY MUNICIPAL CORPORATION

Thomas B. Bakaly, City Manager

ATTEST:

Janet M. Scott, City Recorder

APPROVED AS TO FORM:

City Attorney's Office

**Counterpoint Construction Company Inc.
P.O Box 1169
Layton, UT 84041**

Brice Penrod, President

249881-5501
Utah Contractor License No.



City Council Staff Report

Subject: Richardson Flat Road Construction
Author: Kent Cashel
Department: Public Works
Date: August 21, 2008
Type of Item: Administrative

Summary Recommendations:

Authorize staff to execute a construction agreement with DC Transportation and Excavating, Inc., in a form approved by the City Attorney, in an amount of \$452,377 for the improvement of Richardson Flat Road from the park and ride east to the Wasatch County line.

Background:

The following section contains a brief, and summary level, timeline of the Richardson Flat park and ride project.

March 2nd, 2007 The City executed the "AMMENDED AND RESTATED AGREEMENT FOR FLAGSTFF MOUNTAIN, BONANZA FLATS, RICHARDSON FLATS, THE 20-Acre QUINN'S JUNCTION PARCEL AND IRON MOUNTAIN'. This development agreement with Talisker\United Park City Mines Company (UPCMC) contains a provision whereby the UPCMCM will provide the City with 30 acres of land at Richardson Flats and also construct upon that land, and provide to the City, a 750 space park and ride lot.

September 25th, 2007

United Park City Mines and Park City Staff make initial presentation of park and ride project to the Snyderville Basin Planning Commission.

November 13th, 2007

The Snyderville Basin Planning Commission forwards a positive recommendation to the Summit County Commission for approval of park and ride CUP.

December 20th, 2007

Council approved Staff's recommendation and authorized a Letter of Intent (LOI) with United Park City Mines Company. This letter included a non-binding agreement to work diligently towards project completion of the project no later than December 15th, 2008.

January 24th, 2008 Staff provided Council with a formal project update. This update included information regarding project costs that fell outside the \$1.8 million dollar financial cap set in the development agreement that the City would be responsible for.

March 19th, 2008 The Summit County Commission approved a Conditional Use Permit for the project. This CUP required the improvement of the Richardson Flat Road from the Park and Ride East to the Wasatch County line .(indicated by a red line on the attached aerial map). The City agreed to finance this section of road using U.S. Federal Transit Administration (FTA) funds.

March 31st, 2008 Staff began environmental studies that are required prior to expenditure of Federal funds. This effort stalled while Staff awaited delivery, from United Park City Mines Co., of U.S. Environmental Protection Agency approval of the project.

June 7th, 2008 In anticipation of FTA project approval Staff issued an invitation for bids for the City portion of the access road project. This procurement was conducted in compliance with local, state and federal purchasing policies and regulations.

July 9th, 2008

Contractor's bids for City portion of project were opened and lowest responsible bidder was noticed. Staff withheld bringing contract to Council until FTA environmental approval for the project could be secured.

July 26th, 2008 Staff received EPA approval in late July and submitted that approval to the Federal Transit Administration.

August 5th, 2008 the FTA provided the City with the required environmental and project approvals for the Park and Ride project. This approval allows the City to begin contracting and expending funds on the project.

Analysis:

A total of six bids were received as detailed in the table below; The engineer's estimate for the project was \$545,905.

Contractor	Bid Amount
DC Transport	\$452,377
Geneva Rock	\$517,911
Geary Construction	\$547,264
Granite Construction	\$550,813
Miller Paving	\$589,693
Wardell Brothers Construction	\$692,670

DC Transport and Excavating is the lowest responsive bid (\$93,528 or 17% below the engineer's estimate).

Staff believes DC Transport's bid is fair and reasonable. Staff has identified federal funding for the project and recommends Council authorize staff to execute a construction agreement with DC Transportation and Excavating, Inc., in a form approved by the City Attorney, in an amount of \$452,377 for the improvement of Richardson Flat Road from the park and ride east to the Wasatch County line.

Federal Funding – (Reimbursement of Construction Costs)

Federal Transit Administration 5309 Bus and Bus Facilities funding is available for reimbursing the costs of this project. These funds will cover 80% of construction costs (20% must be provided by the local government). The City will donate the land upon which the park and ride is constructed to cover its share of project cost resulting in no cash investment for the City. It is important to note that the funds to pay construction costs must initially be drawn from the Transit Fund and then these costs are eligible for reimbursement by the FTA.

Park and Ride Opening

There are several factors impacting the City's ability to open the park and ride for the 2008-09 winter season. A description of those factors follows.

Staff believes the park and ride and access road construction project can be completed before December 15th, 2008. However delays in receiving EPA approvals from UPCM have significantly impacted the time line for the procurement and installation of critical security components (video surveillance and emergency communications stations). There is inadequate time to procure, install and implement these security features prior to this winter season.

The delays in receiving EPA approval for the project created extreme uncertainty as to when project construction would be completed. This uncertainty has impacted Staff's ability to formalize several key operational details with Summit County (such as level of snow removal services on Richardson Flat Road and a security plan and protocol for the Park and Ride).

Additionally, Richardson Flat Road east of the Wasatch County Line (for reference see green line on attached aerial map) is currently a rough dirt road that is to be improved by a commercial developer, as part of their approved project, under the purview of the Wasatch County Planning department. Originally these improvements were scheduled for completion during summer 2008 but have been delayed to a date uncertain (no earlier than summer 2009). This improved road is required for commuters to access the park and ride from the east and is critical to the success of the park and ride.

Staff does not recommend formal opening and operation of the Park and Ride until the 2009 winter season based upon:

1. the lack of commuter access from the east
2. the need for time to formalize operational details with Summit County
3. the fact that critical security features will not be operational

Department Review:

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

Alternatives:

A. Approve the Request: Council could authorize staff to execute a construction agreement with DC Transportation and Excavating, Inc., in a form approved by the City Attorney, in an of exceed \$452,377 for the improvement of Richardson Flat Road from the park and ride east to the Wasatch County line. This is Staff's recommendation

B. Deny the Request: Council could deny Staff's request.

C. Continue the Item: Council could continue the item. Bid guarantee expires on August 29th, 2008 any delay of contract beyond that date would like result in cost increases. Additionally any delay of approval would likely make completion of the road in 2008 impossible due to limited construction time and pavement deadline of October 15th, 2008 (Summit County pavement deadline).

D. Do Nothing: Council could do nothing. This would have the same effect as Alternative C.

Consequences of not taking the recommended action:

Asphalt (a derivative of petroleum) prices are escalating rapidly. DC Transportation and Excavating, Inc's bid is \$93,528 below the original engineer's estimate for the project. Delaying construction of this section of road is likely to result in increased project cost.

The Conditional Use Permit requires project completion on or before March 21, 2008. If the City and United Park City Mines Co. do not complete this project before the CUP expires Summit County Code states that the project must be resubmitted for review and approval under the current development code. Re-submittal would consume a large amount of Staff resource and likely result in increased project scope and associated cost. While this requirement may be negotiable this risk should be factored into any decision to delay project completion.

Significant Impacts:

Richardson Flat Road east of the Wasatch County Line (for reference see green line on attached aerial map) is to be improved by a commercial developer, as part of their approved project, under the purview of the Wasatch County Planning department. Originally these improvements were scheduled for completion during summer 2008 but have been delayed to a date uncertain. Staff has received verbal confirmation from the Wasatch County Planning Director that this length of road will be improved. However, there is uncertainty regarding the timing of these improvements.

Recommendation:

Authorize staff to execute a construction agreement with DC Transportation and Excavating, Inc., in a form approved by the City Attorney, and in an amount of \$452,377 for the improvement of Richardson Flat Road from the park and ride east to the Wasatch County line

Attached: Project Aerial Map



EDEN CONTRACT NO. _____

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2007, 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 DC Transport and Excavating, Inc. which is a (*check one*) ☒ corporation ☐ partnership ☐ sole proprietorship ☐ limited liability company (hereinafter "Contractor").

PURPOSE: For the project known as the Richardson Flat Road Improvement (hereinafter "Project"), which consists of Richardson Flat Road Project (STA 59+50 to 97+60)

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, and the following additive alternates: Traffic Control Flagging 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 Public Works 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 materialmen who supplied services or materials to the Project have

EDEN CONTRACT NO. _____

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, materialmen, 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 at least one (1) year following the date of substantial completion of the Project under the terms of the performance bond or as provided in the project specifications and construction documents, whichever is longer.

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. 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 practices.

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.

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. 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

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 Four Hundred Fifty Two Thousand, Three Hundred Seventy Seven Dollars (\$452,377) ("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 October 31st.. 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 **One Hundred Dollars (\$100.00)**, 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 part 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 Kent Cashel, 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.

Appendix C Federal Clauses

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] -

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person

or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to maintain all books, records, accounts and reports required

under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

4. FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247,

and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Davis-Bacon and Copeland Anti-Kickback Acts

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment

computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the

Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable

relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative,

will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate

specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Contract Work Hours and Safety Standards

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor

certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **the City**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **the City**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer

further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the

Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **3 %**. A separate contract goal of 3% DBE participation has been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. Bidders/offers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying sealed bid:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

Bidders must present the information required above with initial proposals (see 49 CFR 26.53(3)).

d. The contractor is required to pay its subcontractors performing work related to this

contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the {insert agency name}. In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the {insert agency name} and contractor's receipt of the partial retainage payment related to the subcontractor's work.]

e. The contractor must promptly notify the City, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause The City to be in violation of the FTA terms and conditions.

City Council Staff Report



Subject: Park City Heights Annexation
Author: Jim Carter, AICP
Kirsten A. Whetstone, AICP
Date: August 21, 2008
Type of Item: Legislative

PLANNING DEPARTMENT

Summary Recommendation

Staff recommends that the City Council review the Park City Heights annexation request at the regular meeting, conduct a public hearing, and consider approving the Annexation Agreement and Water Agreement and adopting the Park City Heights Annexation Ordinance to annex and zone, into the Community Transition (CT) zoning district, 286.64 acres of property.

The purpose of this meeting is to:

- Conduct a public hearing
- Review and approve the Annexation Agreement and associated Water Agreement
- Adopt the Final Annexation Ordinance
- Approve an amendment to the Official Park City zoning map

Description

Project Name: Park City Heights Annexation
Applicants: Boyer Plumb Park City L.L.C.; Talisker
Location: South West corner of the intersection of Highways 248 and 40
Proposed Zoning: Community Transition (CT-MPD)
Adjacent Land Uses: Municipal open space; City Ice Arena and Fields Complex;
Reason for Review: Annexations require a recommendation from the Planning Commission with final action by the City Council

Background

This staff report is supplemental to the Park City Heights Annexation staff reports dated April 24, May 22, June 5, June 19 and July 17, and refers to the project history, staff analysis, Exhibits, and background materials attached to those reports.

City Council meeting of July 17

On July 17, the City Council discussed the draft Annexation Agreement and Annexation Ordinance. Council suggested revisions to the affordable housing sections to be consistent between the two documents. The applicants were in agreement with the requested revisions. The Council also commented on a preamble phrase of the Annexation Agreement that confused the effective date of the annexation Agreement and Ordinance. These revisions have been incorporated in the final documents attached to this report. Per Council request, a Water Agreement has been drafted and is attached to this report.

The Annexation Agreement and Annexation Ordinance

The Annexation Agreement and Ordinance are intended to specifically address the Council's direction on the Park City Heights annexation, pertaining to affordable housing, residential density, trails, "downstream" traffic impacts, and sustainable design to include

water conservation, in addition to the usual subjects of annexation agreements and ordinances.

The Water Agreement

Phasing of construction – Talisker proposes to commence construction of its affordable housing units in anticipation of occupancy of those units in the fall of 2009. Boyer-Plumb intends to begin construction of its market-rate and affordable units in anticipation of occupancy of half of the units by the spring of 2010, and occupancy of the remaining approved units by fall, 2010. The affordable IHC units are anticipated to be included in Phase I. The capacity of existing City water system facilities is sufficient to provide for the occupancy of the Talisker and IHC affordable units by the fall of 2009.

The City plans to begin construction of the new raw water storage and treatment facilities on a schedule that would allow for occupancy of the market rate and remaining affordable housing units by the fall of 2010. If the parties agree to accelerate the City's construction schedule to allow occupancy of the Boyer-Plumb by the spring of 2010, the Water Agreement will need to address the responsibilities of the parties to accomplish the accelerated schedule.

Recommendation

Staff recommends that the City Council review the attached Annexation and Water Agreements and Annexation Ordinance, conduct a public hearing, and consider approving the Agreements and adopting the Park City Height Annexation Ordinance to annex and zone, into the Community Transition (CT) zoning district, 286.64 acres and to amend the Park City zoning map to reflect this annexation and zoning.

**AN ORDINANCE APPROVING THE PARK CITY HEIGHTS ANNEXATION AND
APPROVING AN AMENDMENT TO THE PARK CITY ZONING MAP TO ANNEX AND
ZONE APPROXIMATELY 286.64 ACRES OF PROPERTY, LOCATED AT THE
SOUTHWEST CORNER OF THE STATE ROUTE 248/US-40 INTERCHANGE, INTO
THE COMMUNITY TRANSITION (CT) ZONING DISTRICT**

WHEREAS, on January 28, 2005, the majority property owner (Boyer Plumb Park City L.C.) of the property known as the Park City Heights Annexation, as shown on the attached Annexation Plat (Exhibit A, the "Property"), petitioned the City Council for approval of an annexation into the Park City limits; and

WHEREAS, the Property is approximately 286.64 acres in size and is located southwest of the intersection of State Road 248 and US-40 as described in the attached Legal Description (Exhibit B); and

WHEREAS, the Property is included within the Park City Annexation Expansion Area, and is not included within any other municipal jurisdiction; and

WHEREAS, on February 16, 2005, additional information was included in the annexation submittal and the submittal was deemed complete; and

WHEREAS, the Park City Council accepted the Park City Heights petition for annexation on March 10, 2005; and

WHEREAS, the City reviewed the petition against the criteria stated in Sections 10-2-403 (2), (3), and (4) of the Utah Code, annotated 1953 as amended, and finds that the petition complies with all applicable criteria of the Utah Code; and

WHEREAS, On April 8, 2005, the City Recorder certified the annexation petition and delivered notice letters to the "affected entities" required by Utah Code, Section 10-2-405, giving notice that the petition had been certified and the required 30-day protest period had begun; and

WHEREAS, no protests have been filed by any "affected entities" or other jurisdictions; and

WHEREAS, on July 5, 2007, the associated MPD application was amended to include the UPCM/Talisker affordable housing and development application; and

WHEREAS, the City Council established the Park City Heights Annexation Task Force (Resolution No. 13-06) on May 4, 2006, for purposes of formulating specific recommendations to the Planning Commission and City Council relating to the annexation's proposed zoning, density, land uses, affordable housing, transportation, and community economic/fiscal impacts; and

WHEREAS, the Task Force, on July 10, 2007, forwarded a unanimous positive recommendation to the Planning Commission to, among other things, zone the annexation area Community Transition (CT); and

WHEREAS, the Planning Commission, after proper notice, conducted a public hearing on February 27, 2008. The public hearing was continued to March 26, 2008, where additional input was received; and

WHEREAS, on April 9, 2008, the Planning Commission voted to forward a recommendation on the proposed annexation and requested zoning designation (CT) to the City Council; and

WHEREAS, on April 24, May 22, June 5, June 19, and July 17, 2008, after proper notice, the City Council conducted public hearings and took public testimony on the matter, as required by law; and

WHEREAS, the Council finds that the requested zoning, is consistent with the Park City General Plan and Quinn's Junction Joint Planning Principles; and

WHEREAS, the requested CT zoning allows for increases above the base zone residential density of up to one unit per acre for a Master Planned Development (MPD) that meets the requirements of Section 15-2.23-4 of the Land Management Code; and

WHEREAS, an application for a Master Planned Development (the "Proposed MPD") on 239.58 acres of the annexation Property was submitted with the complete annexation petition; and

WHEREAS, the Council finds that the Proposed MPD meets the requirements of criteria (A) (1) through (9) of Section 15-2.23-4 of the Land Management Code for Master Planned Developments in the CT zone, but that the Proposed MPD only partially meets the purposes of the CT zone district identified in LMC Section 15-2.23-1 (A), (B), (J), and (K); and

WHEREAS, an Annexation Agreement, between the City and Petitioner pursuant to the Land Management Code, Section 15-8-5 (C), setting forth further terms and conditions of the Annexation and Master Planned Development is herein included as Exhibit D;

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

SECTION 1. ANNEXATION APPROVAL. The Property is hereby annexed into the corporate limits of Park City, Utah according to the Annexation Plat executed in substantially the same form as is attached hereto as Exhibit A and according to the Findings of Fact, Conclusions of Law, and Conditions of Approval as stated below.

The Property so annexed shall enjoy the privileges of Park City as described in the Annexation Agreement attached as Exhibit D and shall be subject to all City levies and assessments as described in the terms of the Annexation Agreement.

The Property shall be subject to all City laws, rules and regulations upon the effective date of this Ordinance.

SECTION 2. ANNEXATION AGREEMENT. Council hereby authorizes the Mayor to execute the Annexation Agreement in substantially the same form as is attached hereto as Exhibit D and as approved by the City Attorney. The Annexation Agreement shall include an executed Water Agreement between the City and Applicant to be recorded concurrently with the Annexation Agreement.

SECTION 3. COMPLIANCE WITH STATE LAW, GENERAL PLAN, AND ANNEXATION POLICY PLAN. This annexation meets the standards for annexation set forth in Title 10, Chapter 2 of the Utah Code, the Park City General Plan, and The Annexation Policy Plan - Land Management Code Chapter 8, Annexation. The CT zoning designation is consistent with the Park City General Plan and Annexation Policy Plan.

SECTION 4. OFFICIAL PARK CITY ZONING MAP AMENDMENT. The Official Park City Zoning Map is hereby amended to include said Property in the CT-MPD zoning district, as shown in Exhibit C. Land not currently owned by petitioners or otherwise outside the proposed MPD shall be zoned CT.

SECTION 5. FINDINGS OF FACT, CONCLUSIONS OF LAW, AND CONDITIONS OF APPROVAL.

Findings of Fact

1. The property is subject to the Employee/Affordable Housing requirements of the Affordable Housing Guidelines and Standards Resolution 17-99. One Affordable Unit Equivalent equals 800 square feet.
2. Land uses proposed in the Proposed MPD include market rate residential units, required affordable housing, and affordable housing units from other projects within the City, as described in the Annexation Agreement. It is anticipated that the Petitioner will submit a revised MPD application. Other support uses, as approved by the Planning Commission during the Master Planned Development review, consistent with the CT zone and Land Management Code, may be allowed. Configuration and integration of the market rate and affordable units will be determined at the time of MPD review.
3. The proposed land uses are consistent with the purpose statement of the CT zone and shall be presented in the revised MPD as a clustered development preserving the natural setting and scenic entry corridor by providing significant open space and landscape buffers between the development and highway corridor.
4. The revised MPD, when approved, shall substantially comply with the Annexation Agreement. Additional density above that authorized in the Annexation Agreement may be proposed by Petitioner, subject to the requirements and purposes of the CT zone, and Planning Commission approval of the revised MPD.
5. The Petitioner offers, and the City accepts, donation of 24 acres of the Property, known as Parcel SS-92, for open space and public recreation and utility uses.
6. The annexation complies with the Quinn's Junction Joint Planning Principles in that the proposal results in significant public benefits due to the inclusion of a significant amount of affordable housing in a residential community with a range of housing types, and the proposed affordable housing relates to Park City's recreation and tourism industry.
7. The recitals above are incorporated herein.

Conclusions of Law

1. The Zoning Map amendment is consistent with the Park City Land Management Code and General Plan.
2. Approval of the Annexation and Zoning Map amendment does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The Official Zoning Map shall be amended to include the Park City Heights Annexation property in the Community Transition (CT) Zoning District and designated (CT-MPD) subject to a Master Planned Development.
2. The Annexation Agreement shall be fully executed and recorded with the Annexation Plat.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect upon publication of this Ordinance, recordation of the Annexation Plat and Annexation Agreement, and compliance with state annexation filing requirements, pursuant to the Utah Code Annotated Section 10-2-425.

PASSED AND ADOPTED this ____ day of _____, 2008.

PARK CITY MUNICIPAL CORPORATION

Dana Williams, MAYOR

ATTEST:

Janet M. Scott, CITY RECORDER

APPROVED AS TO FORM:

Mark D. Harrington, CITY ATTORNEY

Exhibits to the Ordinance

Exhibit A- Annexation plat

Exhibit B- Legal Description

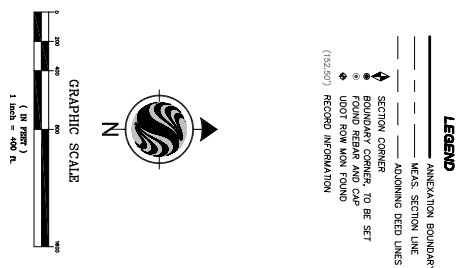
Exhibit C- Amended Zoning Map

Exhibit D- Annexation Agreement – **Under separate cover**

LOCATED IN A PART OF SECTION 2 AND 11,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH

ANNEXATION PLAT

BOUNDARY DESCRIPTION

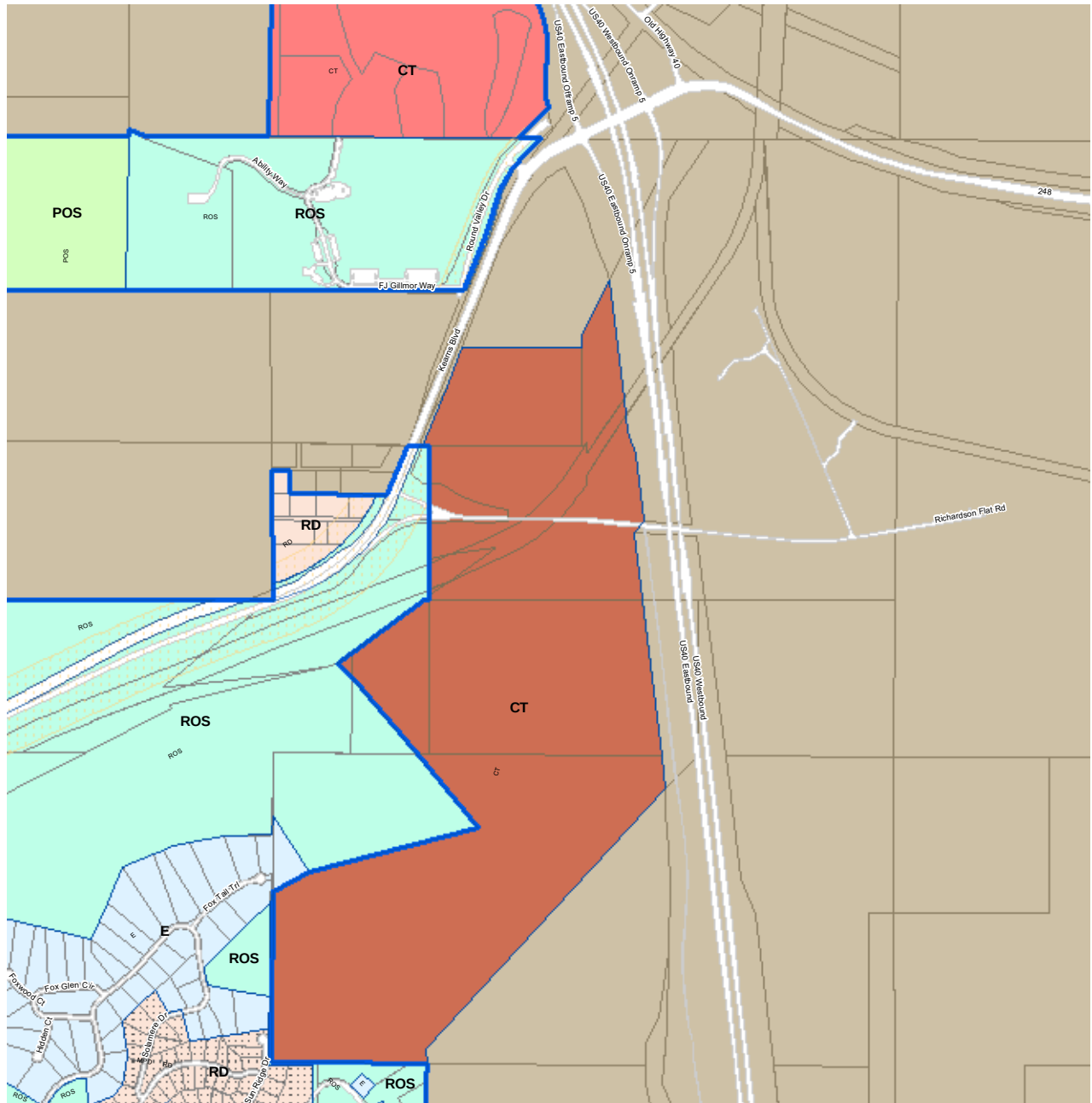
[illegible]

 Spartan Surveying & Mapping www.spartansurvey.com		Project Number 186301627 PU		Planner 2996 S 700 E, Box 300 Farmington, UT 84403 801-782-1100 Fax: 801-268-1671	
Checked By TCU		Date 09/20/07		No.	
Drawn By BJA		Date		Revisions	
Designed By		Date		By	
Approved By TCU		Date		By	
APPROVED BY THE PLANNING COMMISSION APPROVED THIS _____ DAY OF _____, A.D. 20____.		CERTIFICATE OF ATTEST I CERTIFY THIS RECORD OF SURVEY MAP WAS EXAMINED BY THE PLANNING COMMISSION THIS _____ DAY OF _____, A.D. 20____.		ENGINEER CERTIFICATE I HEREBY CERTIFY THAT THIS PLAT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.	
APPROVED AS TO FORM APPROVED AS TO FORM THIS _____ DAY OF _____, A.D. 20____.		PAK CITY ENGINEER PAK CITY ENGINEER PAK CITY ENGINEER		PAK CITY ATTORNEY PAK CITY ATTORNEY PAK CITY ATTORNEY	
COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PAK CITY COUNCIL THIS _____ DAY OF _____, A.D. 20____.		TOWN		TOWN	
RECORDED # STATE OF UTAH, COUNTY OF SUMMIT, BEG. DATED AND F.L. 10. AT THE REQUEST OF THE _____, THE _____ BOOK _____ PAGE _____		COUNTY RECORDER		COUNTY RECORDER	

EXHIBIT B

LEGAL DESCRIPTION

Beginning at the West Quarter Corner of Section 11, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence along the west line of Section 11, North 00°19'41" East 1474.01 feet to the Hidden Meadow Subdivision Boundary; thence along said boundary the following five (5) courses: 1) North 63°17'52" East 344.36 feet; 2) North 75°52'07" East 1,501.92 feet; 3) North 38°46'13" West 606.70 feet; 4) North 39°40'23" West 608.58 feet; 5) North 41°00'00" West 654.95 feet; thence North 53°50'33" East 894.32 feet; thence South 89°22'45" East 47.22 feet; thence North 00°03'07" West 89.53 feet; thence North 00°03'09" West 1,234.47 feet; thence North 89°52'42" West 88.45 feet; thence North 21°56'10" East 214.48 feet; thence North 26°13'31" East 401.12 feet; thence North 21°56'10" East 273.53 feet; thence South 89°57'30" East 1,087.40 feet; thence North 00°26'18" East 109.93 feet; thence North 25°15'30" East 568.97 feet; thence South 07°07'13" East 1,241.62 feet; thence South 18°25'48" East 203.96 feet; thence South 07°07'13" East 751.89 feet; thence South 84°20'15" East 30.76 feet; thence South 07°07'13" East 2,093.95 feet; thence South 42°41'40" West 209.44 feet; thence continue along said line South 42°41'40" West 3,003.21 feet; thence South 00°29'50" East 116.56 feet; thence North 89°30'59" West 1,368.96 feet to the POINT OF BEGINNING.
Containing 286.64 acres, more or less.



City Council Staff Report



PLANNING DEPARTMENT

Subject: 2060 Park Avenue
Author: Katie Cattan
Date: August 21, 2008
Type of Item: Quasi-Judicial - Appeal of MPD Application

Summary Recommendation

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 Master Planned Development (MPD). Staff has prepared findings of fact and conclusions of law reversing in part and affirming in part the Planning Commission determination. The result is approval of the MPD with modified findings and conditions of approval.

Topic

Project Name: Snow Creek Cottages MPD
Applicant: Park City Municipal Corporation
Location: 2060 Park Avenue
Zoning: Residential Development Medium Density (RDM)
Reason for review: Appeals of Planning Commission are reviewed by City Council

Background

On August 7, 2008, the City Council heard the appeal of the Snow Creek Cottages MPD and closed the hearing. During the City Council discussion, the Council decided to continue the appeal to August 21, 2008. The item was continued pending two concerns:

1. Submission of a completed wildlife report as outlined by the Land Management Code in the Sensitive Lands Overlay Zone Section 15-2.21-3(A)(7).
2. An additional Condition of Approval clarifying the final permits requirements regarding the engineering of the proposed detention ponds.

Analysis and Discussion

During the August 7, 2008 City Council meeting, the Council had directed Staff to ensure that the applicant submit a complete wildlife report in compliance with the requirements of the Sensitive Lands Overlay Zone of Land Management Code (15-2.21-3(A)(7)). Staff received a completed wildlife report on Thursday August 14, 2008 (Exhibit A). The wildlife study addressed items (a) through (f) as required in LMC Section 15-2.21-3(A)(7).

LMC Section 15-2.21-8 outlines the sensitive land regulations in regards to

wildlife and wildlife habitat protection. Within the SLO regulations, all sensitive or specially valued species, including all species identified by the state or federal agencies as threatened or endangered are protected. Within the wildlife study, no such species were identified. Therefore, no additional regulations for wildlife apply to the proposed site. The two recommended actions were added as new conditions of approval. No condition is required for future development since a new application would be required.

During the August 7, 2008 meeting, the City Council also requested Staff to return with a condition of approval which would require the applicant to provide the City Engineer with analysis of the impacts of the proposed detention ponds on the surrounding area. Council made it clear that this analysis would be in the form of a condition of approval because of the required steps within the MPD process. In the sequence of the development process, a site plan must be determined prior to assessing the impacts of the site plan. Staff revised Condition of Approval #5 as directed by Council.

To add conditions of approval within an appeal, the City Council must make a motion to reverse in part the approval of the Planning Commission (adding the condition of approval) and affirm in part the approval of the Planning Commission.

Process

The appeal of the Snow Creek Cottages MPD was heard and continued during August 7, 2008 City Council meeting. The Council members continued the item during the Council discussion. City Council will continue the appeal where it left off on the August 7, 2008. Council discussion will resume and then the Council may take action or continue the item.

The City Council action on this matter shall constitute Final Action (unless the Council votes to remand the matter back to Planning Commission).

The City Council's decision on this appeal may be appealed to the District Court within 30 days of Final Action.

The findings and conditions are put in the form of a Development Agreement. The Development Agreement shall be in a form approved by the City Attorney, and shall contain the minimum requirements stated in LMC Section 15-6-3G. The Development Agreement shall be ratified by the Planning Commission, signed by the Mayor and the Applicant, and recorded with the Summit County Recorder.

Notice

Property owners within 300 feet of the project were notified of the appeal on July 31, 2008. The property was properly posted and legally noticed. The appeal was continued to a date certain during the August 7, 2008 City Council meeting.

Public Input

Staff has not received any additional public input concerning the appeal at the time of writing this staff report.

Alternatives

- The City Council may affirm the Planning Commissions decision to approve the Snow Creek Cottages MPD as conditioned or amended; or
- The City Council may reverse the Planning Commission decision and deny the Snow Creek Cottages MPD and direct staff to make Findings for this decision; or
- The City Council may remand the matter to the Planning Commission; or
- The City Council may continue the discussion on the appeal of the Snow Creek Cottages MPD.

Significant Impacts

If the City Council chooses to reverse the Planning Commission decision and deny the Snow Creek Cottages MPD the applicant will have to change the current plans and go through the review process with the Planning Commission for any amended plans.

Recommendation

Staff recommends the City Council review the appeal and consider reversing in part and approving in part the Planning Commission decision to approve the Snow Creek Cottages MPD as amended and conditioned.

Findings of Fact

1. On May 12, 2008, the applicant submitted a complete application for a Master Planned Development, for a proposed housing development consisting of 13 single-family, owner-occupied, detached residential units with garages.
2. The property is located at 2060 Park Avenue, directly east of the new City Police Facility. The housing site is located on Lot 9B of the Snow Creek Crossing Lot 9 Subdivision, recorded on August 20, 1999, being a replat of the Snow Creek Crossing Subdivision, recorded on October 11, 1995. The parcel is part of the mixed use Snow Creek Master Planned Development, approved by the Planning Commission on May 13, 1993.
3. The proposed project is located in the Residential Development Medium Density (RDM) zoning district.
4. The proposed MPD is located within the Sensitive Lands Overlay Zone.
5. The Planning Staff did not require the applicant to complete a wildlife study at the time of the application but instead verbally checked with the Utah Department of Natural Resources.
6. As a condition of approval, the Planning Commission required the applicant to complete a wildlife habitat study prior to the issuance of a building permit. The study must identify the presence of threatened, endangered, and sensitive species on the immediate site.

7. The Council agrees with the Applicant that the LMC requires the wildlife report prior to action.
8. The applicant hired a professional qualified in the area of wildlife biology to complete a wildlife habitat report including criteria (a)-(f) of the Sensitive area overlay zone section 15-2.21-3(A)(7). The wildlife habitat report was completed on August 14, 2008. No sensitive or specially valued species, including all species identified by the state or federal agencies as threatened or endangered were identified. No additional regulations for wildlife apply to the proposed site.
9. Condition of approval #5 of the Snow Creek MPD states "The City may require that a LOMR be completed and approved prior to issuance of building permits"
10. A LOMR is required by FEMA standards only if the flood elevation changes one foot or greater. If the change in the flood elevation is less than 1 foot a LOMR is not required under the FEMA standards.
11. A Condition of Approval #4 and #5 within the MPD assist in mitigating impacts of the drainage upstream and downstream.
12. An independent engineering firm has been hired by the applicant to assess the hydraulic and hydrology studies on the site. A wetlands analysis and mitigation plan will be created by the independent engineering firm to mitigate impacts to the wetlands. The mitigation plan will be reviewed and approved by the Army Corp of Engineers. The groundwater and runoff will be evaluated as part of the wetland analysis and mitigation.
13. The Planning Commission should have stated Condition of Approval #5 in a non-discretionary manner: "The applicant shall provide the design and analysis of proposed detention ponds to the City Engineer prior to issuance of building permits. A LOMR is required by FEMA standards if the flood elevation changes one foot or greater. If the change in the flood elevation is less than 1 foot, a LOMR is not required under the FEMA standards. "
14. The applicant has requested a height exception up to 4 feet 4 inches above the maximum 33' zone height. However, the buildings are substantially within zone height when measured from adjusted final grade.
15. Staff and the Planning Commission evaluated how this height exception will impact the adjacent properties within the analysis section of the original staff report and at the public hearing.
16. The Council agrees with the Planning Commission determination that the buildings in the Snow Creek MPD are positioned to minimize visual impacts on adjacent structures.
17. The variation in roof pitches creates the need for a height exception.
18. The applicant created more compact, taller homes to decrease the impermeable surface area on the site.
19. The detention ponds will be necessary as engineering controls for runoff.

Conclusions of Law

1. The MPD, as conditioned by the Planning Commission, complies with all the requirements of the Land Management Code except as noted in #6

below.

2. The MPD, as conditioned by the Planning Commission, complies with the requirements of FEMA and the Army Corp of Engineers.
3. The MPD, as conditioned, is Compatible in Use, scale and mass with adjacent Properties, and promotes neighborhood Compatibility.
4. The MPD, as conditioned by the Planning Commission, complies with the height exception requirements for an MPD as outlined by the Land Management Code.
5. The MPD, as conditioned by the Planning Commission, meets the provisions of the Sensitive Lands provisions of the Land Management Code. The project has been designed to place Development on the most Developable Land and least visually obtrusive portions of the Site.
6. The Planning Commission erred by not requiring the wildlife report in advance of action and by including the discretionary wording of the engineering Condition of Approval #5 . However, the wildlife report requirement has since been satisfied by the applicant and the remaining matters are corrected by the amended Findings and Conditions of Approval as attached.

Order:

1. The appeal is denied in part and granted in part. The MPD is approved with the amended Findings and Conditions of Approval as attached as Exhibit B.

Exhibits

- A. Wildlife Report
- B. Amended MPD Findings and Conditions of Approval

Biological Resource Overview

for

Snow Creek Cottages Master Planned Development

Prepared for



Park City Municipal Corporation
PO Box 1480
Park City, UT 84060

Prepared by



Logan Simpson Design Inc.
8 E. Broadway, Suite 300
Salt Lake City, UT 84111

August 2008

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1. Background

The Park City Municipal Corporation has proposed the development of a parcel of land at 2060 Park Avenue for a 13-unit housing development. The Park City Municipal Corporation requested that Logan Simpson Design Inc. (LSD) visit the Snow Creek Cottages Master Planned Development (MPD) project area and identify any protected or sensitive biological resources that could be affected by the proposed project. This report documents the ecological setting of the project area, provides a qualitative assessment of wildlife habitats within the project area, and identifies plant and animal species, including special status species, that are likely to occur within the planning area.

2. Project Location

The subject property is an approximately 8.4-acre parcel located just northeast of the intersection of State Route (SR) 224 and SR 248 in Park City, Summit County, Utah (Figures 1 and 2). Approximately 2.5 acres of the property is proposed for development – a site plan is included in Appendix A. Adjacent lands are a combination of undeveloped lands (to the east), residential developments (to the north and south), and commercial and municipal developments (to the west). The project area legal description includes portions of Section 8 and 9, Township 2 South, Range 4 East (Salt Lake Baseline and Meridian).

3. Ecological Setting

LSD conducted a site visit to the Snow Creek Cottages MPD project area on August 5, 2008, to gather information about the existing biological resources in the project area. Site visit photos are included in Appendix B.

The project area is located within the Utah-Wyoming Rocky Mountains Ecoregion, which includes the mountains just north of Yellowstone National Park in south-central Montana, the Bighorn Mountains in northeast Wyoming, the Uinta Mountains of northeast Utah and Northwest Colorado, Utah's Wasatch Range, and the mountains and valleys of the southeastern corner of Idaho (Noss et al. 2001). Park City, which encompasses approximately 12 square miles and has a resident population of approximately 7,300 people (2000 Census) and a substantial tourism industry, is located on the east side of the Wasatch Range. Park City consists of a core downtown area that is surrounded by lower-density residential and commercial developments, golf courses, and ski resorts.

The project area is an 8.4-acre vegetated parcel that is adjacent to both a residential development to the north and commercial developments to the south and east. The terrain in the project area is relatively flat, sloping gently toward a hill located just outside the project area to the east; the project area is located at an

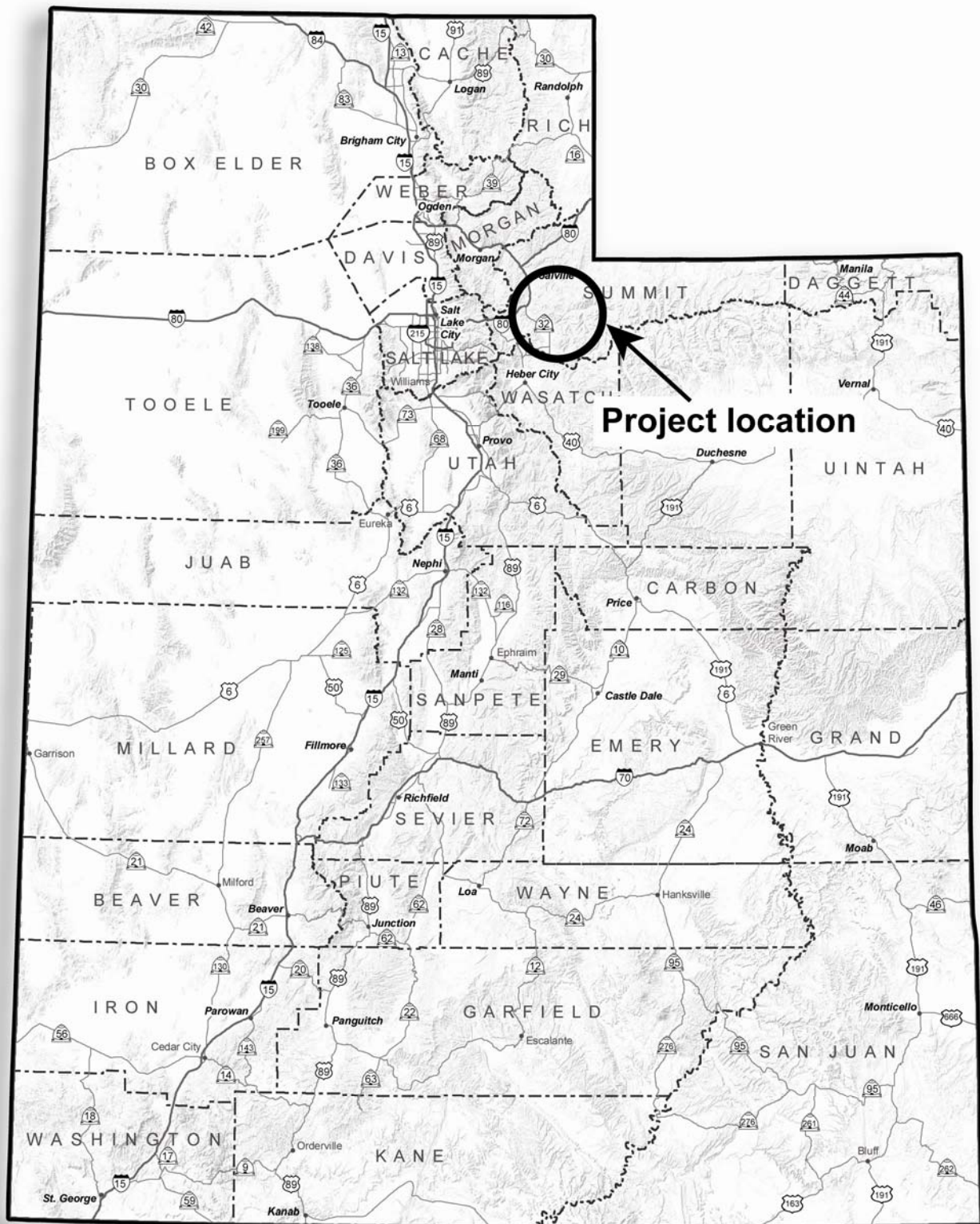
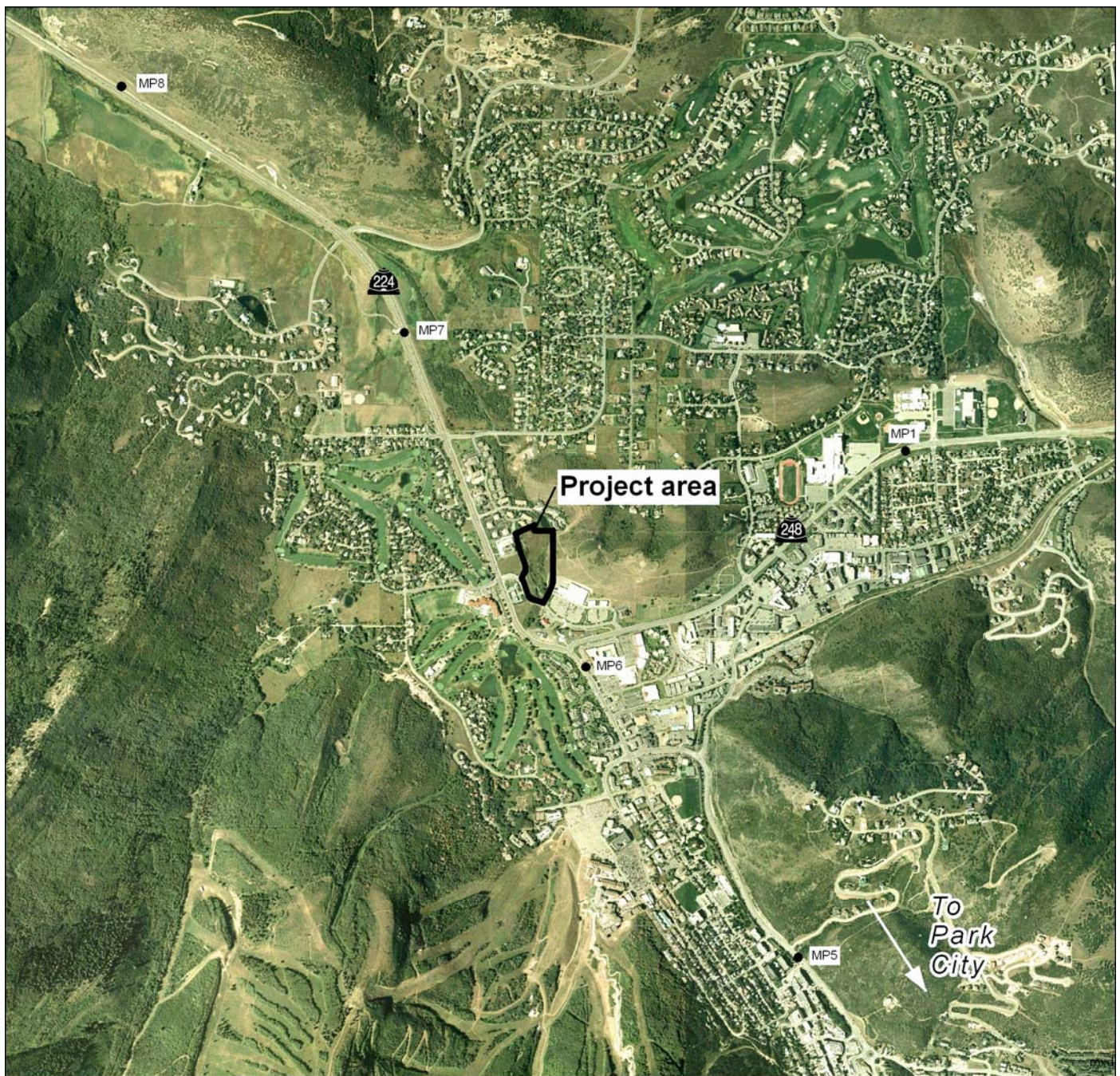


Figure 1. Project location



Source: NAIP Aerial 2004

Key



Project area

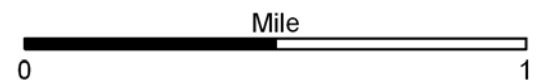
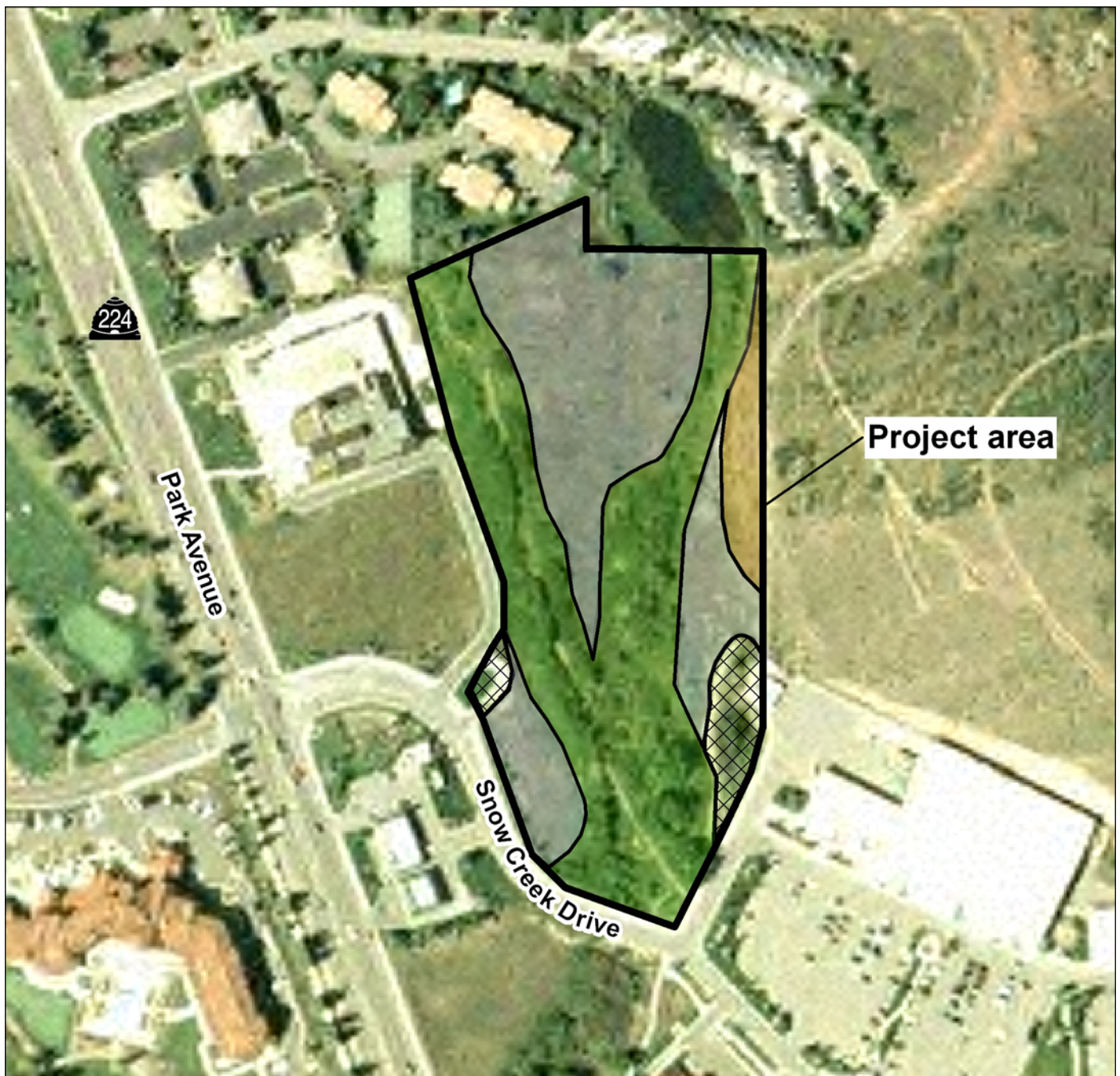


Figure 2. Project area

average elevation of approximately 6,800 feet. Two small, low gradient streams flow north through the project area; a portion of McLeod Creek flows along the western edge of the project area staying to the west side of an existing multi-use path and the other stream skirts the eastern edge of the project area. These two streams support riparian vegetation that is characteristic of the Rocky Mountain Subalpine-Montane Shrubland Association (USGS National Gap Analysis Program 2005) and is dominated by willows (*Salix* spp.); Utah serviceberry (*Amelanchier utahensis*), red osier dogwood (*Cornus sericea*), and gambel oak (*Quercus gambelii*) are also present. The density of this riparian vegetation varies throughout the project area. At the south end of the project area the riparian vegetation is shrubby and dense, ranging in height from 10 to 25 feet. However, along the eastern stream the vegetation decreases as the stream flows north and terminates just outside the project area at a residential pond. Between these streams is a small meadow where the vegetation is dominated by grasses and mixed forbs, with a small patch of aspen (*Populus tremuloides*) at its north end and some small patches of sagebrush (*Artemisia tridentata*) on its eastern edge (Figure 3). Yellow toadflax (*Linaria vulgaris*), a noxious weed species, and other invasive species (e.g., thistles) were also observed in the project area. The ecological functions provided by the project area include nutrient and water cycling processes (e.g., water filtering and infiltration in riparian buffers and wetlands and water transport in streams), primary productivity, and habitat for wildlife.

The riparian vegetation in the project area provides nesting and foraging habitat, as well as cover, for small songbirds, small mammals, reptiles, and amphibians. Riparian habitats tend to be limited in geographic extent relative to other vegetation communities, but they possess an ecological importance that is disproportionate compared to their small size. Numerous species of birds were observed foraging along the stream edges in the dense willows during the site visit, as well as a terrestrial garter snake (*Thamnophis elegans*) finding shelter in the vegetation adjacent to the multi-use pathway. The riparian vegetation in the project area will remain largely undisturbed by the proposed development and therefore will continue to offer forage and cover habitat for the songbirds, small mammals, reptiles, and amphibians that currently exist in this urbanized setting. The two small streams in the project area provide aquatic habitat for beaver (*Castor canadensis*), fish, amphibians, reptiles, and aquatic invertebrates, as well as a water source for local wildlife.

The open meadow area offers foraging habitat for various wildlife species, including those occurring in nearby riparian habitats. Wetland delineations previously conducted in the project area have identified that portions of the meadow contain suitable soil moisture and vegetation to be classified as wetlands. Wetlands typically have higher production for wildlife than upland areas because foods (vegetation, seeds, and insects) are more abundant there; some species are physiologically restricted to areas with sufficient soil moisture. Passerine (perching) birds were observed foraging in the meadow, as well as the adjacent upland to the east. Larger birds such as owls or raptors may occur incidentally in the project area, but there



Source: NAIP Aerial 2004

Key

- Project area
- Upland meadow
- Upland Sagebrush
- Riparian
- Disturbed

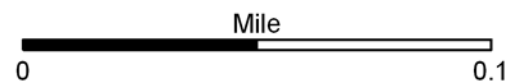


Figure 3. Wildlife habitats in the project area

were few perch sites for these large birds and no large nests were observed. Several small piles of relatively fresh deer droppings were observed during the site visit. Large mammals (e.g. ungulates, such as deer and moose) that wander into nearby developed areas may be attracted to the open meadow to forage; however, because of the small size of the project area and disturbance from recreational activities and nearby human developments, it does not provide adequate cover areas for breeding. While the project area may see occasional foraging use by these species, no fox or coyote dens were observed in the project area.

Ecologically, the project area is located within a larger island of wildlife habitat that is separated from nearby wildlife habitats by roads and urban development. As a result, the project area is inhabited by a relatively low diversity of resident wildlife species, and is composed of species that have small home ranges and are more tolerant of human disturbance. Bird species were the dominant wildlife observed in the project area in August 2008; species observed in the project area include: American robin (*Turdus migratorius*), magpie (*Pica hudsonia*), chickadee (*Poecile* sp.), yellow warbler (*Dendroica petechia*), house finch (*Carpodacus mexicanus*), red-shafted flicker (*Colaptes auratus*), goldfinch (*Carduelis* sp.), barn swallow (*Hirundo rustica*), Cassin's finch (*Carpodacus cassinii*), pine siskin (*Carduelis pinus*), broad-tailed hummingbird (*Selasphorus platycercus*), lazuli bunting (*Passerina amoena*), mourning dove (*Zenaida macroura*), and Canada goose (*Branta canadensis*). Wide-ranging species, such as deer (*Odocoileus* spp.) and moose (*Alces alces*), may wander into areas of human development during normal movements or when resources are scarce (i.e., during the winter). However, these species are typically wary of human developments and disturbance, and the parcel and its immediately adjacent habitats are too small for these large animals to take up residence in these areas.

Use of the project area by wildlife would be relatively similar between different seasons, with the exception that fewer species would be present in winter because many species migrate or hibernate to escape cold temperatures and scarce resources. This time of scarce resources is when larger species such as deer and moose are more likely to risk entering the more developed areas of Park City to browse on the supplemental vegetation that is available in landscaped areas and gardens.

While riparian corridors can serve as linkages for wildlife movements in fragmented landscapes, the project area is not considered a critical movement corridor because the extent of human development in the immediate project vicinity precludes the movements of many wildlife species through 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.

In summary, the project area currently provides various microhabitats for wildlife species that tolerate a low

level of human development and disturbance. These species consist of smaller bird and mammal species with relatively small home range requirements, as well as fish and other aquatic species, reptiles, and amphibians. Although the project area may receive occasional use by non-resident wildlife for foraging, roosting, perching, or watering, occurrences by these non-resident species would be incidental and the habitat in the project area is not critical to the survival of these species in the greater Park City area.

4. Species Identification

Threatened, Endangered, and Sensitive Species

The US Fish and Wildlife Service (USFWS) list of endangered, threatened, proposed, candidate, and conservation agreement species occurring in Summit County and the Utah Division of Wildlife Resources (UDWR) list of sensitive species for Summit County were reviewed to determine if any of these special status species have the potential to occur within the project area. Species included on the USFWS and UDWR lists are addressed in Table 1. A project coordination letter from UDWR revealed that the Division has not documented the presence of any special status species within the planning area. The project area does not include any critical habitat that has been designated or proposed under the Endangered Species Act (16 U.S. Code 1531–1544, as amended).

Table 1. Special status species potentially occurring in the project area

Species	Status ^a	Habitat Requirements	Suitable Habitat Present?
Invertebrates			
Deseret mountainsnail (<i>Oreohelix peripherica</i>)	SPC	Closely associated with limestone outcrops under vegetation and associated leaf litter, specifically mountain maple (<i>Acer</i> sp.), scrub oak (<i>Quercus gambelii</i>), and balsam root (<i>Balsamorhiza</i> sp.).	Project area is outside of species' known distribution.
Western pearlshell (<i>Margaritifera falcata</i>)	SPC	Small streams. Possibly extirpated in Utah, although small populations may exist in historical localities.	Project area is outside of species' known distribution.
Fish			
Bluehead sucker (<i>Catostomus discobolus</i>)	CS	A benthic species of small or mid-sized tributaries of moderate-to-fast velocity in high gradient reaches of mountain rivers of the Upper Colorado River system, the Snake River, and the Lake Bonneville basin.	Project area is outside of species' known distribution.
Bonneville cutthroat trout (<i>Oncorhynchus clarkia utah</i>)	CS	Found in a number of habitat types, ranging from high elevation mountain streams and lakes to low elevation grassland streams. In all habitats, a functional stream riparian zone providing structure, cover, shade and bank stability is required.	Historically present throughout the region; there are no recent records from McLeod Creek.
Colorado River cutthroat trout (<i>Oncorhynchus clarkia pleuriticus</i>)	CS	This subspecies of the cutthroat trout that is native to the upper Colorado River drainage of UT, WY, CO, AZ, and NM has been reintroduced into lakes in the Uinta Mountains, in the northeastern part of the state.	Project area is outside of species' known distribution.

Table 1. Special status species potentially occurring in the project area (continued)

Species	Status ^a	Habitat Requirements	Suitable Habitat Present?
Fish (continued)			
Leatherside chub (<i>Gila copei</i>)	SPC	Native to streams and rivers of the southeastern portion of the Bonneville Basin.	Project area is outside of species' known distribution.
Reptiles and Amphibians			
Columbia River spotted frog (<i>Rana luteiventris</i>)	CS	Isolated springs and seeps that have a permanent water source, although individuals are known to move overland in spring and summer after breeding.	Project area is outside of species' known distribution.
Smooth green snake (<i>Opheodrys vernalis</i>)	SPC	Moist areas, especially moist grassy areas and meadows where it is camouflaged due to its solid green dorsal coloration.	According to UDWR natural heritage records, there are no documented occurrences of this species in Summit County.
Western toad (<i>Bufo boreas</i>)	SPC	Found in a variety of habitats, including slow moving streams, wetlands, desert springs, ponds, lakes, meadows, and woodlands.	Project area is outside of species' known distribution.
Birds			
Bald eagle (<i>Haliaeetus leucocephalus</i>)	SPC	Nests in tall trees near bodies of water where fish and waterfowl prey are available. Winters in sheltered stands of trees near open water. Generally avoid human activity and development.	Occurrence in project area is unlikely. Occurrence would be incidental; no foraging, roosting, or nesting habitat is present.
Bobolink (<i>Dolichonyx oryzivorus</i>)	SPC	Wet meadows, grasslands, and agricultural areas associated with riparian or wetland areas. Populations in Utah are found in the northern half of the state near Logan, Brigham City, Kamas, Heber, Morgan, Mountain Green, Huntsville, West Layton, Provo, and Bear Lake.	Not expected to occur in the project area due to a limited area of potential suitable habitat.
Ferruginous hawk (<i>Buteo regalis</i>)	SPC	Flat and rolling terrain in grasslands, agriculture lands, sagebrush/saltbush/greasewood shrub lands, and at the periphery of pinyon-juniper forests. In the winter, uses farmlands, grasslands, deserts, and other arid regions where lagomorphs, prairie dogs, or other major prey items are present.	Occurrence in project area is unlikely. Occurrence would be incidental; no foraging, roosting, or nesting habitat is present.
Greater sage-grouse (<i>Centrocercus urophasianus</i>)	SPC	Sagebrush plains, foothills, and mountain valleys with an understory of grasses and forbes associated with wet meadow areas.	No suitable habitat in the project area.

Table 1. Special status species potentially occurring in the project area (continued)

Species	Status ^a	Habitat Requirements	Suitable Habitat Present?
Birds (continued)			
Lewis's woodpecker (<i>Melanerpes lewis</i>)	SPC	Within Utah, found in central part of state in open park-like ponderosa pine forests. Attracted to burned Douglas-fir, mixed conifer, pinyon-juniper, riparian, and oak woodlands. Prefers understory of grasses and shrubs to support insect prey populations. Nests in dead trees and stumps.	No suitable nesting habitat in the project area. Occurrence in the project area is unlikely based on the lack of Ponderosa pine and other large trees.
Long-billed curlew (<i>Numenius americanus</i>)	SPC	Summer resident to central valleys of northern Utah. In mixed fields and uncultivated rangelands and pastures with short grass cover, elevated points, bare ground components, shade, and abundant vertebrate prey.	No suitable habitat in the project area.
Northern goshawk (<i>Accipiter gentilis</i>)	CS	Uncommon, permanent resident in Utah. Prefers montane mountain forests and riparian zone habitats.	No suitable habitat in the project area.
Three-toed woodpecker (<i>Picoides tridactylus</i>)	SPC	Engelmann spruce, sub-alpine fir, Douglas fir, grand fir, ponderosa pine, tamarack, aspen, and lodgepole pine forests, generally above 8,000 feet. Require soft wood for excavation and scaly barked trees or snags infested with boring insects for foraging.	No suitable habitat in the project area.
Yellow-billed cuckoo (<i>Coccyzus americanus</i>)	ESA C	Rare breeder in Utah. Large blocks of riparian habitat with dense sub-canopies below 6,500 feet.	No suitable habitat in the project area.
Mammals			
Black-footed ferret (<i>Mustela nigripes</i>)	ESA LE	Underground prairie dog borrows. Reintroduced to the Coyote Basin of Uintah County, Utah.	Project area is outside of species' known distribution.
Brown (Grizzly) bear (<i>Ursus arctos</i>)	ESA LT	Prefer semi-open country, usually in mountainous areas.	Extirpated from Utah.
Canada lynx (<i>Lynx canadensis</i>)	ESA LT	Montane conifer forests. Rare in Utah.	Project area is outside of species' known distribution.
White-tailed prairie dog (<i>Cynomys leucurus</i>)	SPC	Similar to other prairie-dogs, these form colonies and spend much of their time in underground burrows.	Project area is outside of species' known distribution.

Source: Utah Conservation Data Center, <http://dwrcdc.nr.utah.gov/ucdc/ViewReports/te_cnty.htm> and <<http://dwrcdc.nr.utah.gov/ucdc/ViewReports/sscounty.htm>>. Accessed August 4, 2008.

^a Status definitions: SPC=Wildlife of Special Concern in Utah, CS=Species receiving special management under a Conservation Agreement in order to preclude the need for Federal listing, ESA=Endangered Species Act, C=Candidate, LE=Listed Endangered, LT=Listed Threatened

5. Findings

Potential Impacts to Threatened, Endangered, and Sensitive Species

No habitats that would be used by threatened, endangered, or sensitive species during any part of the year were identified in the project area. Therefore, the proposed project will have no effect on any threatened or endangered species or its habitat and will not impact any sensitive species.

Potential Impacts to Wildlife and Wildlife Habitats

The proposed development will impact approximately 2.5 acres within the project area. Because of its small size and isolated location, the project area is inhabited by a relatively small diversity of resident birds, small mammals, reptiles, amphibians, and fish, although additional species may use the area incidentally for foraging (e.g. ungulates) or during periods of migration (e.g. neotropical migrant bird species). Impacts to wildlife from the construction of the proposed development are expected to be minimal, as the proposed development would occur outside of riparian vegetation and wetlands where there is typically more productivity and a higher density and diversity of wildlife species.

The proposed project would result in a reduction in wildlife habitat, although the higher-value portions of the project area (i.e., riparian habitat and wetlands) are being conserved as part of the project design. Species that currently occur in these adjacent habitats in the project area are not likely to be substantially affected by a reduction in the adjacent upland habitat. In addition, large areas of open space have been set aside by Park City and Summit County that include similar habitat types to those available in the project area, providing suitable areas for the continued existence of the wildlife occurring in the region.

6. Recommendations

- Any future site developments should minimize impacts to riparian areas and wetlands in the project area.
- Noxious weeds in the project area should be treated to prevent their spread into adjacent areas.
- Signage could be provided along the multi-use path to alert recreational users to the presence of wetland habitats and the need to stay on paths to protect them. Alternatively, signage that highlights the opportunities for wildlife watching or ecological discovery (e.g., the identification of vegetation components or observation of ecological processes) could be provided, resulting in an enhanced recreational experience for those passing through the project area.

7. Coordination

UDWR was consulted for species concerns during the development of this Biological Resource Overview. A letter from the UDWR regarding the project indicated that the Division has not documented the presence of any special status species within the planning area (Appendix C). The UDWR habitat manager with jurisdiction over the project area indicated that there is a low density of wildlife species in the developed areas of Park City and that most deer and moose in the area are transient individuals (Scott Walker pers. comm. 2008).

Utah Division of Wildlife Resources
Scott Walker, Habitat Manager, Northern Region

8. Literature Cited

Noss, R., G. Wuerthner, K. Vance-Borland, and C. Carroll. 2001. A Biological Conservation Assessment for the Utah-Wyoming Rocky Mountains Ecoregion: Report to the Nature Conservancy.

US Geological Survey National Gap Analysis Program. 2005. Southwest Regional GAP Analysis Project—Land Cover Descriptions. RS/GIS Laboratory, College of Natural Resources, Utah State University.

9. Additional Information

Heather English conducted a field review of the project area on August 5, 2008. Photographs and field notes are on file at Logan Simpson Design Inc.

10. Signatures

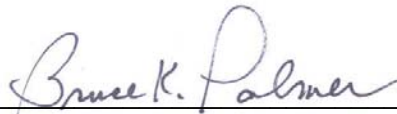
Prepared By:



Date: 14 August 2008

Ian Tackett, Biologist
Logan Simpson Design Inc.

Reviewed/Approved By:

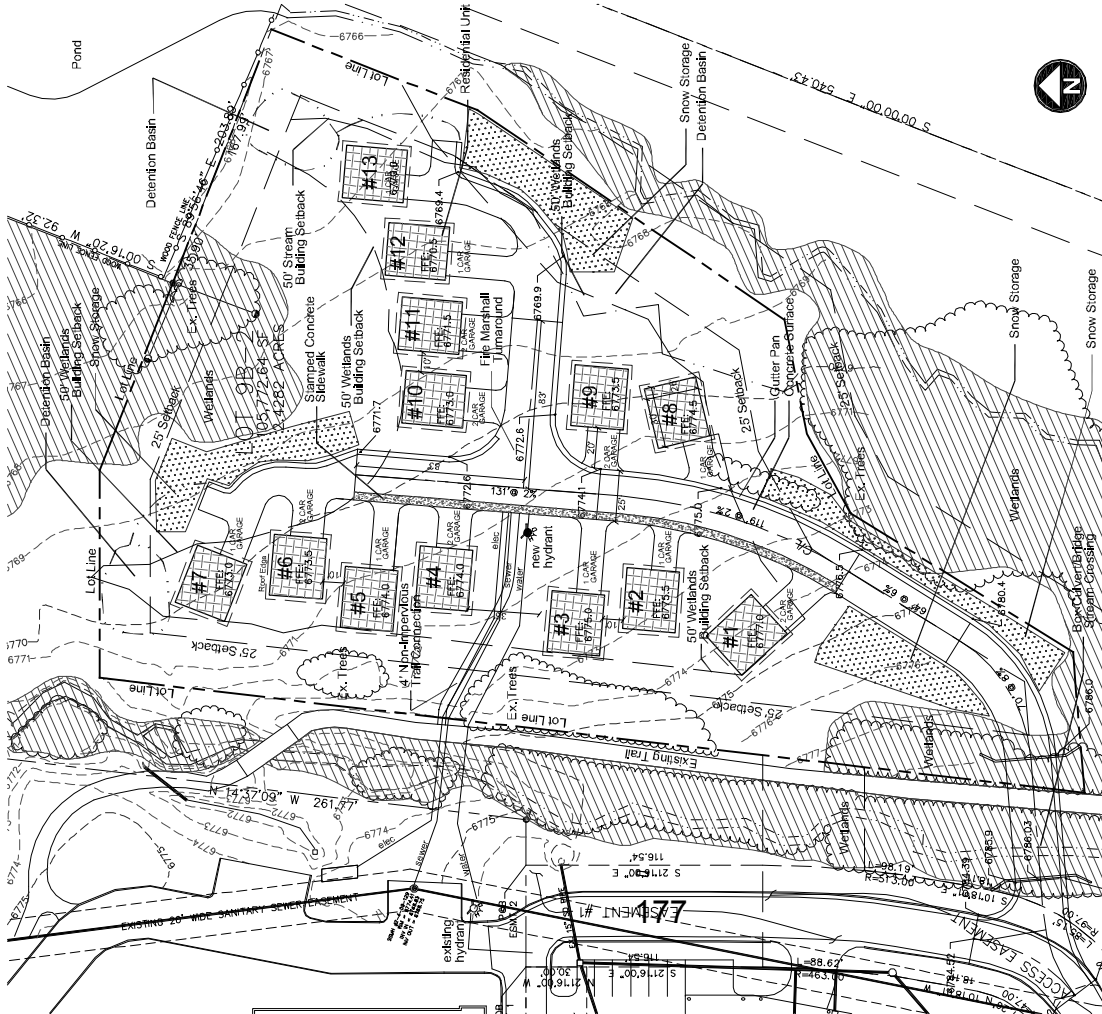


Date: 14 August 2008

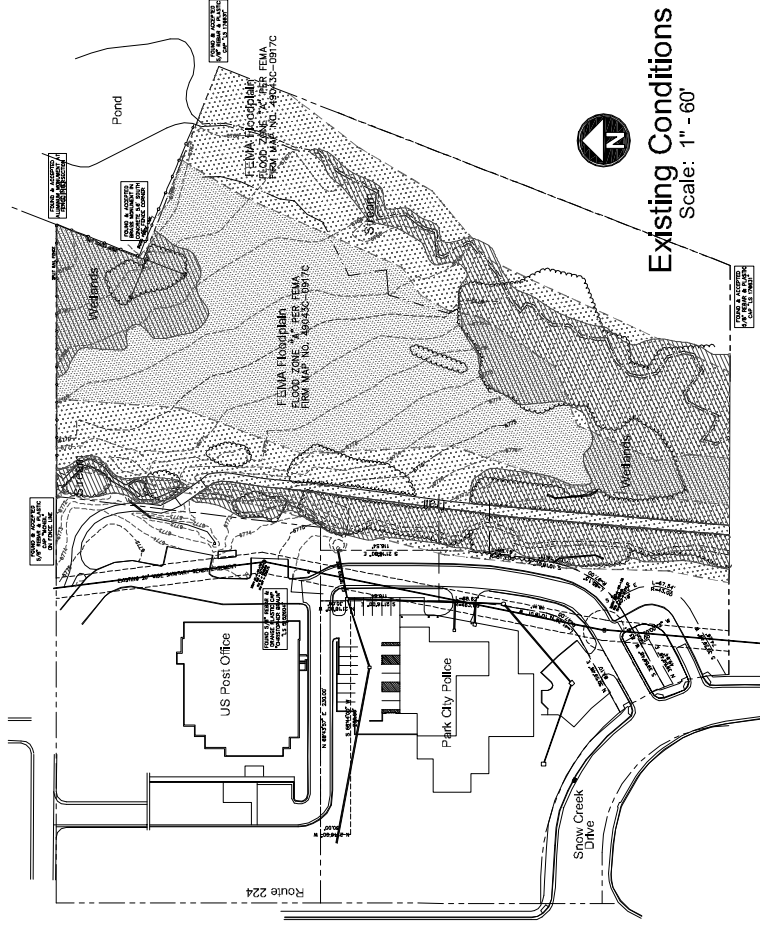
Bruce Palmer, Senior Biologist
Logan Simpson Design Inc.

Appendix A

Preliminary Site Plan



Preliminary Site Plan
Scale: 1" - 30"



Existing Conditions
Scale: 1" - 60"

SITE TABULATIONS

SITE AREA	2,428 ACRES (105,763.7 SF)
PROPOSED UNITS	13 SINGLE FAMILY UNITS
IMPERVIOUS AREA	12169.56 SF
ACCESS ROAD	7816.90 SF
DRIVEWAYS	19,986 SF
TOTAL PAVEMENT	10,144 SF
BUILDINGS	30,130 SF
TOTAL IMPERVIOUS	
REQUIRED OPEN SPACE	60% (57,395 SF)
PROPOSED OPEN SPACE	71% (75,633 SF)

Appendix B

Photos



Photo 1. View to the southwest of riparian vegetation in the southern portion of the project area from the eastern edge of the project area.



Photo 2. View to the west across the middle of the project area from the eastern edge of the project area.



Photo 3. View to the northwest of the northern portion of the project area from the eastern edge of the project area.



Photo 4. View to the south across the meadow where site development is planned from the northern end of the project area.



Photo 5. View to the northwest along the multi-use path from the southern end of the project area.



Photo 6. View to the southeast along the multi-use path from the northern end of the project area.



Photo 7. Stream habitat in McLeod Creek.



Photo 8. View of a sagebrush covered hill located just east of the project area.

Appendix C

UDWR Letter



JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Wildlife Resources

JAMES F. KARPOWITZ
Division Director

June 6, 2008

Katie Cattan
Park City Municipal Corporation

Subject: Species of Concern Near 2060 Park Avenue, Park City, Utah

Dear Katie Cattan:

I am writing in response to your email dated June 3, 2008 regarding information on species of special concern proximal to the property located at 2060 Park Avenue, Park City, Utah.

The Utah Division of Wildlife Resources (UDWR) does not have records of occurrence for any threatened, endangered, or sensitive species within the project area noted above or within a one-mile radius.

The information provided in this letter is based on data existing in the Utah Division of Wildlife Resources' central database at the time of the request. It should not be regarded as a final statement on the occurrence of any species on or near the designated site, nor should it be considered a substitute for on-the-ground biological surveys. Moreover, because the Utah Division of Wildlife Resources' central database is continually updated, and because data requests are evaluated for the specific type of proposed action, any given response is only appropriate for its respective request.

In addition to the information you requested, other significant wildlife values might also be present on the designated site. Please contact UDWR's habitat manager for the northern region, Scott Walker, at (801) 476-2776 if you have any questions.

Please contact our office at (801) 538-4759 if you require further assistance.

Sincerely,

Sarah Lindsey
Information Manager
Utah Natural Heritage Program

cc: Scott Walker, NRO



Exhibit B

Snow Creek MPD Amended Findings, Conclusions and Conditions of Approval

Findings of Fact

1. On May 12, 2008, the applicant submitted a complete application for a Master Planned Development, for a proposed housing development consisting of 13 single-family, owner-occupied, detached residential units with garages.
2. The property is located at 2060 Park Avenue, directly east of the new City Police Facility. The housing site is located on Lot 9B of the Snow Creek Crossing Lot 9 Subdivision, recorded on August 20, 1999, being a replat of the Snow Creek Crossing Subdivision, recorded on October 11, 1995 (Exhibit A). The parcel is part of the mixed use Snow Creek Master Planned Development, approved by the Planning Commission on May 13, 1993.
3. The proposed project is located in the Residential Development Medium Density (RDM) zoning district.
4. On March 12, 2008, the Planning Commission found the pre-application MPD to be in compliance with the General Plan.
5. The proposed project is located within the Sensitive Lands Overlay Zoning District.
6. The housing is proposed to be deed restricted as affordable housing and will comply with the City's affordable housing requirements and ordinances.
7. There are existing utilities nearby and the proposed development is close to commercial and recreation facilities.
8. A site designated and planned for a child care center may be required for all new single and multi-family housing projects if the Planning Commission determines that the project will create additional demands for child care. During the pre-MPD application, the Planning Commission did not make a determination that a child care facility would be required.
9. The discussion and staff comments in the analysis section of the staff reports dated July 23, 2008, August 7, 2008 and August 21, 2008 are incorporated herein.
10. The proposed project complies with the General Plan and the Land Management Code, including the RDM and SLO zoning districts and the Master Planned Development requirements.
11. The guiding principles for this development are: cost effective to build, durable and practical to maintain; create a high quality, healthy living environment; reduce utility costs to residence; enhance the residents connection to nature; protect the environment by conserving resources including energy, water, and materials; use efficient footprints and maximize space efficiently; enhance walkability and trail connectivity; and advance the health of local and regional ecosystems.
12. The applicant hired a professional qualified in the area of wildlife biology to

complete a wildlife habitat report including criteria (a)-(f) of the Sensitive area overlay zone section 15-2.21-3(A)(7). The wildlife habitat report was completed on August 14, 2008. No sensitive or specially valued species, including all species identified by the state or federal agencies as threatened or endangered were identified. No additional regulations for wildlife apply to the proposed site. Recommended actions are implemented by Condition of Approval.

Conclusions of Law

1. The MPD, as conditioned, complies with all the requirements of the Land Management Code.
2. The MPD, as conditioned, meets the minimum requirements of Section 15-6-5 of this Code.
3. The MPD, as conditioned, is consistent with the Park City General Plan.
4. The MPD, as conditioned, provides the highest value of open space, as determined by the Planning Commission.
5. The MPD, as conditioned, strengthens and enhances the resort character of Park City.
6. The MPD, as conditioned, compliments the natural features on the Site and preserves significant features or vegetation to the extent possible.
7. The MPD, as conditioned, is Compatible in Use, scale and mass with adjacent Properties, and promotes neighborhood Compatibility.
8. The MPD provides amenities to the community so that there is no net loss of community amenities.
9. The MPD, as conditioned, is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time the Application was filed.
10. The MPD, as conditioned, meets the provisions of the Sensitive Lands provisions of the Land Management Code. The project has been designed to place Development on the most Developable Land and least visually obtrusive portions of the Site.
11. The MPD, as conditioned, promotes the Use of non-vehicular forms of transportation through design and by providing trail connections.
12. The MPD has been noticed and public hearing held in accordance with this Code.

Conditions of Approval

1. All Standard Project Conditions shall apply.
2. City approval of a construction mitigation plan is a condition precedent to the issuance of any building permits. The Construction Mitigation Plan shall coordinate staging, possible road closures, and parking with other area projects to the Chief Building Official's satisfaction
3. A utility plan must be submitted and approved to the Engineering and Building Department prior to issuance of any building permits.
4. A Corp of Engineer's approved wetland mitigation plan must be submitted to the Building Department prior to issuance of any building permits.

5. The applicant shall provide the design and analysis of proposed detention ponds to the City Engineer prior to issuance of building permits. A LOMR is required by FEMA standards if the flood elevation changes one foot or greater. If the change in the flood elevation is less than 1 foot, a LOMR is not required under the FEMA standards.
6. An access agreement must be recorded for access to the development through the existing private road owned and maintained by the United States Post Office. The access agreement must be recorded prior to issuance of a building permit.
7. City Engineer review and approval of all appropriate grading, utility installation, public improvements and drainage plans for compliance with City standards is a condition precedent to building permit issuance.
8. A final landscape plan shall be submitted for review and approval by the City Landscape Architect, prior to building permit issuance. Existing significant vegetation shall be maintained on the site and protected during construction to the extent possible. Lawn or turf is limited to a maximum of fifty percent (50%) of the area not covered by buildings and other hard surfaces and no more than seventy-five percent (75%) of the above area may be irrigated.
9. The affordable units will conform to the 2007 Housing Resolution.
10. No building permits shall be issued for this project unless and until the design of the house is reviewed and approved by the Planning Department staff for compliance with the LMC Architectural Review (Section 15-5).
11. No building permits shall be issued for this project unless and until the design of each house is reviewed and approved by the Planning Department staff for compliance with the LMC zoning and MPD requirements.
12. A development agreement, as described in LMC Section 15-6-4(G) must be submitted to the City within six (6) months of the date the project is approved by the City Council, or the MPD approval shall expire.
13. Construction, as defined by the Uniform Building Code, will be required to commence within two (2) years of the date of the execution of the development agreement. After construction commences, the MPD shall remain valid as long as it is consistent with the approved specific project phasing plan as set forth in the development agreement.
14. The Conditions of Approval from the 1993 Snow Creek Master Planned Development as amended continue to apply.
15. A signage plan approved by the Planning Department shall be implemented to protect the riparian areas and wetlands.
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.

City Council Staff Report



Subject: 158, 162, and 166 Ridge Avenue
Author: Brooks T. Robinson
Date: August 21, 2008
Type of Item: Quasi Judicial – Appeal of Planning
Commission denial of Steep Slope Conditional Use Permits

Summary Recommendations

Staff recommends that the City Council review the record and hear the appeal of the Planning Commission's denial of the proposed steep slope Conditional Use Permits. Staff recommends that the City Council uphold the Planning Commission's denial of the proposed steep slope Conditional Use Permits and has provided findings of fact and conclusions of law to support this recommendation.

For the purpose of paper conservation and brevity, the appeal of each of the three properties has been consolidated into one report. However, Council must take a separate action on each of the properties.

Topic

Applicant: Silver King Resources, LLC
Location: 158, 162, 166 Ridge Avenue, Lots 1-3 King Ridge Estates
Subdivision
Zoning: Historic Residential Low Density (HRL)
Adjacent Land Uses: Residential
Reason for Review: Appeal of Planning Commission actions are heard by the City Council pursuant to Section 15-1-18 (C)

Background

On December 12, 2007, the City received an application for a steep slope Conditional Use Permit (CUP). After further revisions, up to and including May 5, 2008, the application was deemed complete. Each application is a request for approval of a single-family home. On lot 1 (166 Ridge) the house proposed is approximately 5,133 square feet on a 5,902 square foot lot. On lot 2 (162 Ridge) the house proposed is approximately 5,148 square feet on a 5,898 square foot lot. On lot 3 (158 Ridge) the house proposed is approximately 5,148 square feet on a 6,550 square foot lot. Because each of the proposed dwellings have square footage greater than 1,000 square feet, and would be constructed on a slope greater than 30%, the applicant was required to file a Conditional Use Application for review by the Planning Commission, pursuant to Section 15-2.1-6 of the LMC.

Plat

The property is located on Ridge Avenue north of the switchback, in the Historic Residential Low Density (HRL) zoning district. The Planning Commission held

numerous public hearings from February to September 2007 on the proposed plat.

Although the Planning Commission forwarded a negative recommendation on the plat, the City Council, after further staff analysis and amendments to the findings of fact and conditions of approval, approved the plat on October 25, 2007. The proposed plat combines lots 35-40 and 66-71, portions of lots 33 and 34 Block 75 of the Millsite Reservation to Park City, and the vacated half of Anchor Avenue adjacent to these lots into three lots of record and a parcel dedicated to Park City. The three lots are 5,902 square feet, 5,898 square feet, and 7,208 square feet in area. The parcel is 2,110 square feet in area.

The Council found that the lot sizes were consistent with the surrounding HRL zone lots in that the average lot size in the HRL zone in the area is 5,677 square feet. The Code maximum footprints for the lots based lot size would be 2,118 square feet, 2,117 square feet and 2,404 square feet. The average footprint in the HRL zone around the property is 1,917 square feet with an average house size, excluding basements and garages, 2,748 square feet. The Council found that the lot 3 footprint at 2,404 at square feet is not compatible with neighboring HRL zone properties because the footprint is 25% larger than the average for the area. The Council also found that built houses sizes in the HRL district around the subject property have an average square footage of 143% of the footprint.

With these findings, the Council placed the following restrictions on the plat. The applicant consented to these restrictions.. A plat note was added to restrict Lot 3 to a footprint of 2,120 square feet. Lots 1 and 2 footprints are 2,117 and 2,118 square feet. A plat note limited the maximum house Floor Area, as defined by the Land Management Code, to approximately 143% of the maximum footprint area or 3,030 square feet on Lots 1, 2, and 3. The garage element must be at the front setback, cannot exceed the minimum depth as allowed by Code, and cannot exceed eighteen feet (18') in height above the garage floor with an appropriate pitched roof (8:12 or greater). A height exception for the garage only may be granted if it meets the preceding criteria. No other portion of the house is eligible for a height exception. Finally, in addition to the 30-foot no-build area on the eastern portion of each of the lots, the buildings were required to be in substantial compliance with the conceptual footprints shown which are up to 58 feet from the eastern property line.

Driveway grade, use of platted unbuilt Ridge Avenue Right of Way

The City Council, in approving the plat amendment included Condition of Approval #16 which states:

16. Applicant will seek a Variance or Special Exception for driveway grade in a platted unbuilt City Right of Way prior to proceeding with the Conditional Use Permit for driveway use of the right of way.

The Board of Adjustment, at a public hearing on December 18, 2007, granted a Special

Exception to the LMC requirement (15-3-5 (A)) of a maximum grade of 10% within the City's right of way, in this case, the platted Ridge Avenue ROW north of the paved Ridge Avenue. Increasing the driveway slope to 14% (the maximum private driveway slope allowable per City standards) would reduce the eight foot height of the associated retaining walls another 4 feet over the 100 foot length.

On February 13, 2008, the Planning Commission re-opened the public hearing on the Conditional Use Permit for construction of a private driveway in the platted, unbuilt Ridge Avenue right of way. The Planning Commission approved the CUP with conditions that a landscape plan to mitigate the retaining walls and a snow removal plan be submitted with the Steep Slope Conditional Use Permit. A landscape plan was attached to the Steep Slope CUP and met the required conditions and an Encroachment Agreement for a snowmelt system was reviewed and approved by the City Engineer.

Steep Slope CUPs

On June 11, 2008, Planning Commission considered three Conditional Use Permits for Development on Steep Slopes for the properties located at 158, 162, and 166 Ridge Avenue. In reviewing the project against the CUP criteria, the Staff found no unmitigated impacts and recommended approval of each of the CUPs (See Exhibits B-1, B-2, and B-3).

At the June 11th meeting, the Planning Commission by unanimous vote removed this item from the Consent Agenda and held a public hearing. Development on Steep Slope Conditional Use Permits are reviewed by the Planning. Also by unanimous decision, the Planning Commission, after discussion, voted to direct staff to prepare findings for denial. On June 25th, the Planning Commission ratified the Findings of Fact and Conclusions of Law (See Exhibits A - 1, A - 2, and A - 3).

Appeal

The Planning Commission found that the three proposed houses did not comply with the Steep Slope CUP criteria numbers 1, 2, 4, 5, 6, 7, 8, and 10 (See Minutes, Exhibit C). The Commission also found that 158 Ridge (lot 3) did not meet the "substantial compliance" requirement of the plat by having the eastern edge of the building 53 feet and not 58 feet from the eastern property line. In summary, the Commission found that the houses were not compatible with the neighboring houses in the Historic District in size and scale. The buildings present a four story element when viewed from the east and the visual impact of the lowest story, although technically meeting the LMC definitions and not counting towards Gross Floor Area, was found to be contributory to the finding of incompatibility. The lowest story on each building is approximately 1850 square feet, or roughly 36% of the total area of each house. Grade is manipulated with extraneous retaining walls that do not mitigate the volume of the house. The retaining structures on the side of the home are present not to retain existing grade, but exist to manipulate grade in order to bury the north and south walls of the lowest story so that the lowest story would not count as Gross Floor Area. Finally, although the proposed houses do meet the restrictions on height, footprint, and Gross Floor Area as set forth in

the subdivision approval, the Planning Commission found that the proposed houses maximize each condition without enough articulation or increased setbacks to mitigate the visual impacts.

On July 7, 2008, the City received a written appeal of the Planning Commission's actions and three supplemental letters, one for each house (Exhibit D). Appeals of Planning Commission actions are heard by the City Council and follow the procedure detailed in Land Management Code section 15-1-18. The appeal was timely received and contained the necessary information and fees. Under 15-1-18(G), the burden of proof is on the appellant to prove the Planning Commission erred in making its findings. The City Council reviews factual matters *de novo* and shall determine the correctness of the decision in interpretation and application of the Land Management Code.

The appellant disagrees with the Planning Commission findings as unsupported by the facts and that the conclusions are arbitrary and capricious. On the major points, visual analysis, mass and scale, and incompatibility with the Historic District, the appellant argues that there are few objective criteria with which to measure. The buildings are not visible from the LMC defined Vantage Points. The Commission's findings of visual incompatibility are solely based on the eastern elevation which is only visible from the higher vantage point of Prospect Avenue. The buildings are not visible from Daly Avenue. The appellant argues that the plat requirement for the 30-foot no build zone and substantial compliance with the conceptual footprint placing the buildings up to 58 feet from the eastern property line provide adequate mitigation to any visual impact. Further, the appellant argues that each story of the buildings steps back from nine to nineteen feet from the lower story and that the roof elements step similarly. Finally, the appellant argues that the plat requirements limiting footprint, Gross Floor Area, and height were based on objective data relative to the surrounding area and that the Commission's findings are not.

Recommendation on 158 Ridge Ave

Staff requests the City Council review the following findings of fact and conclusions of law, amend as deemed necessary, and uphold the Planning Commission decision:

Findings of Fact:

1. The property is located at 158 Ridge Avenue (formerly 255 Ridge).
2. The zoning is Historic Residential Low density (HRL).
3. The approved plat combined lots 35-40 and 66-71, portions of lots 33 and 34 Block 75 of the Millsite Reservation to Park City, and the vacated half of Anchor Avenue adjacent to these lots into three lots of record and a parcel dedicated to Park City.
4. Access to the lots is via a private driveway in platted, but unbuilt Ridge Avenue north of the switchback.
5. A variance was granted by the Board of Adjustment for a 14% driveway slope within the unbuilt Ridge Avenue right of way.
6. The Planning Commission previously approved a CUP for a driveway in a platted, unbuilt City right of way.

7. The Planning Commission found that visual and environmental impact of the home is not mitigated in compliance with Criteria 1: Location of Development. The house is not compatible with the Historic District in size and scale. The scale of the building is of a four story building when viewed from the east. Grade is manipulated with extraneous retaining walls that do not mitigate the volume of the house.
8. The Planning Commission found that visual impact of the home is not mitigated in compliance with Criteria 2: Visual Analysis. The visual impact from the east is of a four story building.
9. The Planning Commission found that the impacts of the retaining structures are not mitigated in compliance with Criteria 4: Terrace. The retaining structures on the side of the home are not to retain existing grade, but are a manipulation of grade in order to bury the north and south walls of the lowest story so that the lowest story would not count as Gross Floor Area.
10. The Planning Commission found that the impact of the home is not mitigated in compliance with Criteria 5: Building Location. The natural topography of the site is very steep on the western third and flatter in the middle. The building does not correspond to this topography and manipulates grade for a bigger house.
11. The Planning Commission found that the impact of the home is not mitigated in compliance with Criteria 6: Building Form and Scale. The scale of the building is not is keeping with the Historic District. Four stories are achieved only with a manipulation of exterior grade with extraneous retaining walls.
12. The Planning Commission found that the impact of the home is not mitigated in compliance with Criteria 7: Setbacks. Although there is an increased setback on the east based on the subdivision plat approval, no further reductions in side or rear setbacks was designed. The scale of the building is such that increased setbacks would help mitigate the impacts.
13. The Planning Commission found that the impact of the home is not mitigated in compliance with Criteria 8: Dwelling Volume. The visual mass when viewed from the east is of a four story building which is not in keeping with the character of the historic district.
14. The Planning Commission found that the impact of the home is not mitigated in compliance with Criteria 10: Height Exceptions. More specifically, the design and articulation of the building mass does not mitigate the visual impacts and differences in scale between the proposed building and nearby residential structures.
15. The minimum front yard setback for a lot of this size is 15 feet. The applicant proposes a 15 foot front yard setback.
16. The minimum rear yard setback is 15 feet. The applicant proposes 53.8 feet. The plat approval required substantial compliance to conceptual plans showing a 58 foot rear setback. The Planning Commission found non-compliance with this plat requirement.
17. The minimum side yard setback is 5 feet. The applicant proposes 5 feet on the south side and ten feet on the north side.
18. The minimum number of on-site parking spaces required for a single-family home in the HRL zone is two.
19. The applicant is proposing two on-site parking spaces within a minimum sized garage.

20. A plat note limited the maximum house Floor Area, as defined by the Land Management Code, to approximately 143% of the maximum footprint area or 3,030 square feet on Lots 1, 2, and 3.
21. The proposed above final grade Floor Area is 3,030 square feet.
22. The proposed total Floor Area, including basement, is 5,148 square feet.
23. The maximum footprint for this lot based on the plat approval is 2,120 square feet.
24. The proposed footprint is 2,120 square feet.
25. The Maximum height for a single-family home in the HR-1 zone is 27 feet above existing grade, unless the Planning Commission grants an exception. The plat approval stipulated that only the garage/entry could be granted an exception and that is for a minimum depth garage and a compatible roof pitch with a ridge elevation no greater than 18 feet above the garage floor. The interior dimensions for the two garages are 12 feet wide by 20 feet deep. The roof element is 18 feet above the garage floor and has an 8:12 pitch.

Conclusions of Law:

1. The CUP is not consistent with the Park City Land Management Code, specifically section 15-2.1-6(B)
2. The proposed use will not be compatible with the surrounding structures in use, scale, mass and circulation.
3. The effects of any differences in use or scale have not been mitigated through careful planning.
4. The Planning Commission did not err its application of the Land Management Code.

Order

1. The Planning Commission decision to deny the Steep Slope CUP for 158 Ridge Avenue is upheld and the appeal for the 158 Ridge Avenue Steep Slope Conditional Use Permit is denied.

Recommendation on 162 Ridge Ave

Staff requests the City Council review the following findings of fact and conclusions of law, amend as deemed necessary, and uphold the Planning Commission decision:

Findings of Fact:

1. The property is located at 162 Ridge Avenue (formerly 255 Ridge).
2. The zoning is Historic Residential Low density (HRL).
3. The approved plat combined lots 35-40 and 66-71, portions of lots 33 and 34 Block 75 of the Millsite Reservation to Park City, and the vacated half of Anchor Avenue adjacent to these lots into three lots of record and a parcel dedicated to Park City.
4. Access to the lots is via a private driveway in platted, but unbuilt Ridge Avenue north of the switchback.
5. A variance was granted by the Board of Adjustment for a 14% driveway slope within the unbuilt Ridge Avenue right of way.
6. The Planning Commission previously approved a CUP for a driveway in a platted, unbuilt City right of way.

7. The Planning Commission found that visual and environmental impact of the home is not mitigated in compliance with Criteria 1: Location of Development. The house is not compatible with the Historic District in size and scale. The scale of the building is of a four story building when viewed from the east. Grade is manipulated with extraneous retaining walls that do not mitigate the volume of the house.
8. The Planning Commission found that visual impact of the home is not mitigated in compliance with Criteria 2: Visual Analysis. The visual impact from the east is of a four story building.
9. The Planning Commission found that the impacts of the retaining structures are not mitigated in compliance with Criteria 4: Terrace. The retaining structures on the side of the home are not to retain existing grade, but are a manipulation of grade in order to bury the north and south walls of the lowest story so that the lowest story would not count as Gross Floor Area.
10. The Planning Commission found that the impact of the home is not mitigated in compliance with Criteria 5: Building Location. The natural topography of the site is very steep on the western third and flatter in the middle. The building does not correspond to this topography and manipulates grade for a bigger house.
11. The Planning Commission found that the impact of the home is not mitigated in compliance with Criteria 6: Building Form and Scale. The scale of the building is not keeping with the Historic District. Four stories are achieved only with a manipulation of exterior grade with extraneous retaining walls.
12. The Planning Commission found that the impact of the home is not mitigated in compliance with Criteria 7: Setbacks. Although there is an increased setback on the east based on the subdivision plat approval, no further reductions in side or rear setbacks was designed. The scale of the building is such that increased setbacks would help mitigate the impacts.
13. The Planning Commission found that the impact of the home is not mitigated in compliance with Criteria 8: Dwelling Volume. The visual mass when viewed from the east is of a four story building which is not in keeping with the character of the historic district.
14. The Planning Commission found that the impact of the home is not mitigated in compliance with Criteria 10: Height Exceptions. More specifically, the design and articulation of the building mass does not mitigate the visual impacts and differences in scale between the proposed building and nearby residential structures.
15. The minimum front yard setback for a lot of this size is 15 feet. The applicant proposes a 15 foot front yard setback.
16. The minimum rear yard setback is 15 feet. The applicant proposes 53 feet. The plat approval required substantial compliance to conceptual plans showing a 53 foot rear setback.
17. The minimum side yard setback is 5 feet. The applicant proposes 5 feet on the south side and 5 feet on the north side.
18. The minimum number of on-site parking spaces required for a single-family home in the HRL zone is two.
19. The applicant is proposing two on-site parking spaces within a minimum sized garage.

20. A plat note limited the maximum house Floor Area, as defined by the Land Management Code, to approximately 143% of the maximum footprint area or 3,030 square feet on Lots 1, 2, and 3.
21. The proposed above final grade Floor Area is 3,030 square feet.
22. The maximum footprint for this lot based on the plat approval is 2,120 square feet.
23. The proposed footprint is 2,120 square feet.
24. The proposed total Floor Area, including basement, is 5,148 square feet.
25. The Maximum height for a single-family home in the HR-1 zone is 27 feet above existing grade, unless the Planning Commission grants an exception. The plat approval stipulated that only the garage/entry could be granted an exception and that is for a minimum depth garage and a compatible roof pitch with a ridge elevation no greater than 18 feet above the garage floor. The interior dimensions for the garage is the Code minimum 20 feet wide by 20 feet deep. The roof element is 18 feet above the garage floor and has an 8:12 pitch.

Conclusions of Law:

1. The CUP is not consistent with the Park City Land Management Code, specifically
2. The proposed use will not be compatible with the surrounding structures in use, scale, mass and circulation.
3. The effects of any differences in use or scale have not been mitigated through careful planning.
4. The Planning Commission did not err its application of the Land Management Code.

Order

1. The Planning Commission decision to deny the Steep Slope Cup for 162 Ridge Avenue is upheld and the appeal for the 162 Ridge Avenue Steep Slope Conditional Use Permit is denied.

Recommendation on 166 Ridge Ave

Staff requests the City Council review the following findings of fact and conclusions of law, amend as deemed necessary, and uphold the Planning Commission decision:

Findings of Fact:

1. The property is located at 166 Ridge Avenue (formerly 255 Ridge).
2. The zoning is Historic Residential Low density (HRL).
3. The approved plat combined lots 35-40 and 66-71, portions of lots 33 and 34 Block 75 of the Millsite Reservation to Park City, and the vacated half of Anchor Avenue adjacent to these lots into three lots of record and a parcel dedicated to Park City.
4. Access to the lots is via a private driveway in platted, but unbuilt Ridge Avenue north of the switchback.
5. A variance was granted by the Board of Adjustment for a 14% driveway slope within the unbuilt Ridge Avenue right of way.
6. The Planning Commission previously approved a CUP for a driveway in a platted, unbuilt City right of way.
7. The Planning Commission found that visual and environmental impact of the home is not mitigated in compliance with Criteria 1: Location of Development. The house is

- not compatible with the Historic District in size and scale. The scale of the building is of a four story building when viewed from the east. Grade is manipulated with extraneous retaining walls that do not mitigate the volume of the house.
8. The Planning Commission found that visual impact of the home is not mitigated in compliance with Criteria 2: Visual Analysis. The visual impact from the east is of a four story building.
 9. The Planning Commission found that the impacts of the retaining structures are not mitigated in compliance with Criteria 4: Terrace. The retaining structures on the side of the home are not to retain existing grade, but are a manipulation of grade in order to bury the north and south walls of the lowest story so that the lowest story would not count as Gross Floor Area.
 10. The Planning Commission found that the impact of the home is not mitigated in compliance with Criteria 5: Building Location. The natural topography of the site is very steep on the western third and flatter in the middle. The building does not correspond to this topography and manipulates grade for a bigger house.
 11. The Planning Commission found that the impact of the home is not mitigated in compliance with Criteria 6: Building Form and Scale. The scale of the building is not is keeping with the Historic District. Four stories are achieved only with a manipulation of exterior grade with extraneous retaining walls.
 12. The Planning Commission found that the impact of the home is not mitigated in compliance with Criteria 7: Setbacks. Although there is an increased setback on the east based on the subdivision plat approval, no further reductions in side or rear setbacks was designed. The scale of the building is such that increased setbacks would help mitigate the impacts.
 13. The Planning Commission found that the impact of the home is not mitigated in compliance with Criteria 8: Dwelling Volume. The visual mass when viewed from the east is of a four story building which is not in keeping with the character of the historic district.
 14. The Planning Commission found that the impact of the home is not mitigated in compliance with Criteria 10: Height Exceptions. More specifically, the design and articulation of the building mass does not mitigate the visual impacts and differences in scale between the proposed building and nearby residential structures.
 15. The minimum front yard setback for a lot of this size is 15 feet. The applicant proposes a 15 foot front yard setback.
 16. The minimum rear yard setback is 15 feet. The applicant proposes 37 feet. The plat approval required substantial compliance to conceptual plans showing a 37 foot rear setback.
 17. The minimum side yard setback is 5 feet. The applicant proposes 5 feet on the south side and 5 feet on the north side.
 18. The minimum number of on-site parking spaces required for a single-family home in the HRL zone is two.
 19. The applicant is proposing two on-site parking spaces within a minimum sized garage.
 20. A plat note limited the maximum house Floor Area, as defined by the Land Management Code, to approximately 143% of the maximum footprint area or 3,030 square feet on Lots 1, 2, and 3.

21. The proposed above final grade Floor Area is 3,016 square feet.
22. The maximum footprint for this lot based on the plat approval is 2,117 square feet.
23. The proposed footprint is 2,117 square feet.
24. The proposed total Floor Area, including basement, is 5,133 square feet.
25. The Maximum height for a single-family home in the HR-1 zone is 27 feet above existing grade, unless the Planning Commission grants an exception. The plat approval stipulated that only the garage/entry could be granted an exception and that is for a minimum depth garage and a compatible roof pitch with a ridge elevation no greater than 18 feet above the garage floor. The interior dimensions for the two garages is the Code minimum 20 feet wide by 20 feet deep. The roof element is 18 feet above the garage floor and has an 8:12 pitch.

Conclusions of Law:

1. The CUP is not consistent with the Park City Land Management Code, specifically
2. The proposed use will not be compatible with the surrounding structures in use, scale, mass and circulation.
3. The effects of any differences in use or scale have not been mitigated through careful planning.
4. The Planning Commission did not err its application of the Land Management Code.

Order

1. The Planning Commission decision to deny the Steep Slope CUP for 166 Ridge Avenue is upheld and the appeal for the 166 Ridge Avenue Steep Slope Conditional Use Permit is denied.

Exhibits – Under separate cover

- A – Staff Reports (A -1, 2, and 3) for Planning Commission Findings for denial (June 25, 2008)
- B – Staff Reports and one set of Floor Plans and Elevations (B – 1, 2, 3, and 4) for 158, 162 and 166 Steep Slope CUP (June 11, 008)
- C – Minutes from June 11, 2008 Planning Commission hearing.
- D – Appeal for each of the three houses

Planning Commission Staff Report

Subject: 166 Ridge Avenue
Author: Brooks T. Robinson
Date: June 25, 2008
Type of Item: Administrative – Steep Slope
Conditional Use Permit



Summary Recommendations

Staff recommends that the Planning Commission review the draft findings of fact and conclusions of law for denial of the proposed steep slope Conditional Use Permit.

Topic

Applicant: Silver King Resources, LLC
Location: 166 Ridge Avenue, Lot 1 King Ridge Estates Subdivision
Zoning: Historic Residential Low Density (HRL)
Adjacent Land Uses: Residential
Reason for Review: Conditional Use Permits require Planning Commission review and approval

Background

On December 12, 2007, the City received an application for a steep slope Conditional Use Permit (CUP). After further revisions, up to and including May 5, 2008, the application was deemed complete. This application is a request for approval of a single-family home of approximately 5,133 square feet on a 5,902 square foot lot. Because the proposed dwelling square footage is greater than 1,000 square feet, and would be constructed on a slope greater than 30%, the applicant is required to file a Conditional Use Application for review by the Planning Commission, pursuant to Section 15-2.1-6 of the LMC.

The applicant has submitted an application for steep slope review by the Planning Commission for the two adjacent lots at 158 and 162 Ridge Avenue that are being reviewed concurrently with this application. There are Historic District Design Guideline Review applications on file for the three houses that are being reviewed by staff.

On June 11, 2008, the Planning Commission by unanimous vote removed this item from the Consent Agenda and held a public hearing. Also by unanimous decision, the Planning Commission, after discussion, voted to direct staff to prepare findings for denial.

Recommendation

Staff requests the Planning Commission review the following findings of fact and conclusions of law, amend as deemed necessary, and ratify:

Findings of Fact:

1. The property is located at 166 Ridge Avenue (formerly 255 Ridge).
2. The zoning is Historic Residential Low density (HRL).
3. The approved plat combined lots 35-40 and 66-71, portions of lots 33 and 34 Block 75 of the Millsite Reservation to Park City, and the vacated half of Anchor Avenue adjacent to these lots into three lots of record and a parcel dedicated to Park City.
4. Access to the lots is via a private driveway in platted, but unbuilt Ridge Avenue north of the switchback.
5. A variance was granted by the Board of Adjustment for a 14% driveway slope within the unbuilt Ridge Avenue right of way.
6. The Planning Commission previously approved a CUP for a driveway in a platted, unbuilt City right of way.
7. The Planning Commission finds that visual and environmental impact of the home is not mitigated in compliance with Criteria 1: Location of Development. The house is not compatible with the Historic District in size and scale. The scale of the building is of a four story building when viewed from the east. Grade is manipulated with extraneous retaining walls that do not mitigate the volume of the house.
8. The Planning Commission finds that visual impact of the home is not mitigated in compliance with Criteria 2: Visual Analysis. The visual impact from the east is of a four story building.
9. The Planning Commission finds that the impacts of the retaining structures are not mitigated in compliance with Criteria 4: Terrace. The retaining structures on the side of the home are not to retain existing grade, but are a manipulation of grade in order to bury the north and south walls of the lowest story so that the lowest story would not count as Gross Floor Area.
10. The Planning Commission finds that the impact of the home is not mitigated in compliance with Criteria 5: Building Location. The natural topography of the site is very steep on the western third and flatter in the middle. The building does not correspond to this topography and manipulates grade for a bigger house.
11. The Planning Commission finds that the impact of the home is not mitigated in compliance with Criteria 6: Building Form and Scale. The scale of the building is not in keeping with the Historic District. Four stories are achieved only with a manipulation of exterior grade with extraneous retaining walls.
12. The Planning Commission finds that the impact of the home is not mitigated in compliance with Criteria 7: Setbacks. Although there is an increased setback on the east based on the subdivision plat approval, no further reductions in side or rear setbacks was designed. The scale of the building is such that increased setbacks would help mitigate the impacts.
13. The Planning Commission finds that the impact of the home is not mitigated in compliance with Criteria 8: Dwelling Volume. The visual mass when viewed from the east is of a four story building which is not in keeping with the character of the historic district.

14. The Planning Commission finds that the impact of the home is not mitigated in compliance with Criteria 10: Height Exceptions. More specifically, the design and articulation of the building mass does not mitigate the visual impacts and differences in scale between the proposed building and nearby residential structures.
15. The minimum front yard setback for a lot of this size is 15 feet. The applicant proposes a 15 foot front yard setback.
16. The minimum rear yard setback is 15 feet. The applicant proposes 37 feet. The plat approval required substantial compliance to conceptual plans showing a 37 foot rear setback.
17. The minimum side yard setback is 5 feet. The applicant proposes 5 feet on the south side and 5 feet on the north side.
18. The minimum number of on-site parking spaces required for a single-family home in the HRL zone is two.
19. The applicant is proposing two on-site parking spaces within a minimum sized garage.
20. A plat note limited the maximum house Floor Area, as defined by the Land Management Code, to approximately 143% of the maximum footprint area or 3,030 square feet on Lots 1, 2, and 3.
21. The proposed above final grade Floor Area is 3,016 square feet.
22. The maximum footprint for this lot based on the plat approval is 2,117 square feet.
23. The proposed footprint is 2,117 square feet.
24. The Maximum height for a single-family home in the HR-1 zone is 27 feet above existing grade, unless the Planning Commission grants an exception. The plat approval stipulated that only the garage/entry could be granted an exception and that is for a minimum depth garage and a compatible roof pitch with a ridge elevation no greater than 18 feet above the garage floor.

Conclusions of Law:

1. The CUP is not consistent with the Park City Land Management Code, specifically
2. The proposed use will not be compatible with the surrounding structures in use, scale, mass and circulation.
3. The effects of any differences in use or scale have not been mitigated through careful planning.

Planning Commission Staff Report



PLANNING DEPARTMENT

Subject: 158 Ridge Avenue
Author: Brooks T. Robinson
Date: June 25, 2008
Type of Item: Administrative – Steep Slope Conditional Use Permit

Summary Recommendations

Staff recommends that the Planning Commission review the draft findings of fact and conclusions of law for denial of the proposed steep slope Conditional Use Permit.

Topic

Applicant: Silver King Resources, LLC
Location: 158 Ridge Avenue, Lot 3 King Ridge Estates Subdivision
Zoning: Historic Residential Low Density (HRL)
Adjacent Land Uses: Residential
Reason for Review: Conditional Use Permits require Planning Commission review and approval

Background

On December 12, 2007, the City received an application for a steep slope Conditional Use Permit (CUP). After further revisions, up to and including May 5, 2008, the application was deemed complete. This application is a request for approval of a single-family home of approximately 5,148 square feet on a 6,550 square foot lot. Because the proposed dwelling square footage is greater than 1,000 square feet, and would be constructed on a slope greater than 30%, the applicant is required to file a Conditional Use Application for review by the Planning Commission, pursuant to Section 15-2.1-6 of the LMC.

The applicant has submitted an application for steep slope review by the Planning Commission for the two adjacent lots at 162 and 166 Ridge Avenue that are being reviewed concurrently with this application. There are Historic District Design Guideline Review applications on file for the three houses that are being reviewed by staff.

On June 11, 2008, the Planning Commission by unanimous vote removed this item from the Consent Agenda and held a public hearing. Also by unanimous decision, the Planning Commission, after discussion, voted to direct staff to prepare findings for denial.

Recommendation

Staff requests the Planning Commission review the following findings of fact and conclusions of law, amend as deemed necessary, and ratify:

Findings of Fact:

1. The property is located at 158 Ridge Avenue (formerly 255 Ridge).
2. The zoning is Historic Residential Low density (HRL).
3. The approved plat combined lots 35-40 and 66-71, portions of lots 33 and 34 Block 75 of the Millsite Reservation to Park City, and the vacated half of Anchor Avenue adjacent to these lots into three lots of record and a parcel dedicated to Park City.
4. Access to the lots is via a private driveway in platted, but unbuilt Ridge Avenue north of the switchback.
5. A variance was granted by the Board of Adjustment for a 14% driveway slope within the unbuilt Ridge Avenue right of way.
6. The Planning Commission previously approved a CUP for a driveway in a platted, unbuilt City right of way.
7. The Planning Commission finds that visual and environmental impact of the home is not mitigated in compliance with Criteria 1: Location of Development. The house is not compatible with the Historic District in size and scale. The scale of the building is of a four story building when viewed from the east. Grade is manipulated with extraneous retaining walls that do not mitigate the volume of the house.
8. The Planning Commission finds that visual impact of the home is not mitigated in compliance with Criteria 2: Visual Analysis. The visual impact from the east is of a four story building.
9. The Planning Commission finds that the impacts of the retaining structures are not mitigated in compliance with Criteria 4: Terrace. The retaining structures on the side of the home are not to retain existing grade, but are a manipulation of grade in order to bury the north and south walls of the lowest story so that the lowest story would not count as Gross Floor Area.
10. The Planning Commission finds that the impact of the home is not mitigated in compliance with Criteria 5: Building Location. The natural topography of the site is very steep on the western third and flatter in the middle. The building does not correspond to this topography and manipulates grade for a bigger house.
11. The Planning Commission finds that the impact of the home is not mitigated in compliance with Criteria 6: Building Form and Scale. The scale of the building is not in keeping with the Historic District. Four stories are achieved only with a manipulation of exterior grade with extraneous retaining walls.
12. The Planning Commission finds that the impact of the home is not mitigated in compliance with Criteria 7: Setbacks. Although there is an increased setback on the east based on the subdivision plat approval, no further reductions in side or rear setbacks was designed. The scale of the building is such that increased setbacks would help mitigate the impacts.
13. The Planning Commission finds that the impact of the home is not mitigated in compliance with Criteria 8: Dwelling Volume. The visual mass when viewed from the east is of a four story building which is not in keeping with the character of the historic district.

14. The Planning Commission finds that the impact of the home is not mitigated in compliance with Criteria 10: Height Exceptions. More specifically, the design and articulation of the building mass does not mitigate the visual impacts and differences in scale between the proposed building and nearby residential structures.
15. The minimum front yard setback for a lot of this size is 15 feet. The applicant proposes a 15 foot front yard setback.
16. The minimum rear yard setback is 15 feet. The applicant proposes 53.8 feet. The plat approval required substantial compliance to conceptual plans showing a 58 foot rear setback. The Planning Commission finds non-compliance with this requirement.
17. The minimum side yard setback is 5 feet. The applicant proposes 5 feet on the south side and ten feet on the north side.
18. The minimum number of on-site parking spaces required for a single-family home in the HRL zone is two.
19. The applicant is proposing two on-site parking spaces within a minimum sized garage.
20. A plat note limited the maximum house Floor Area, as defined by the Land Management Code, to approximately 143% of the maximum footprint area or 3,030 square feet on Lots 1, 2, and 3.
21. The proposed above final grade Floor Area is 3,030 square feet.
22. The maximum footprint for this lot based on the plat approval is 2,120 square feet.
23. The proposed footprint is 2,120 square feet.
24. The Maximum height for a single-family home in the HR-1 zone is 27 feet above existing grade, unless the Planning Commission grants an exception. The plat approval stipulated that only the garage/entry could be granted an exception and that is for a minimum depth garage and a compatible roof pitch with a ridge elevation no greater than 18 feet above the garage floor.

Conclusions of Law:

1. The CUP is not consistent with the Park City Land Management Code, specifically
2. The proposed use will not be compatible with the surrounding structures in use, scale, mass and circulation.
3. The effects of any differences in use or scale have not been mitigated through careful planning.

Planning Commission Staff Report



PLANNING DEPARTMENT

Subject: 162 Ridge Avenue
Author: Brooks T. Robinson
Date: June 25, 2008
Type of Item: Administrative – Steep Slope Conditional Use Permit

Summary Recommendations

Staff recommends that the Planning Commission review the draft findings of fact and conclusions of law for denial of the proposed steep slope Conditional Use Permit.

Topic

Applicant: Silver King Resources, LLC
Location: 162 Ridge Avenue, Lot 2 King Ridge Estates Subdivision
Zoning: Historic Residential Low Density (HRL)
Adjacent Land Uses: Residential
Reason for Review: Conditional Use Permits require Planning Commission review and approval

Background

On December 12, 2007, the City received an application for a steep slope Conditional Use Permit (CUP). After further revisions, up to and including May 5, 2008, the application was deemed complete. This application is a request for approval of a single-family home of approximately 5,148 square feet on a 5,898 square foot lot. Because the proposed dwelling square footage is greater than 1,000 square feet, and would be constructed on a slope greater than 30%, the applicant is required to file a Conditional Use Application for review by the Planning Commission, pursuant to Section 15-2.1-6 of the LMC.

The applicant has submitted an application for steep slope review by the Planning Commission for the two adjacent lots at 158 and 166 Ridge Avenue that are being reviewed concurrently with this application. There are Historic District Design Guideline Review applications on file for the three houses that are being reviewed by staff.

On June 11, 2008, the Planning Commission by unanimous vote removed this item from the Consent Agenda and held a public hearing. Also by unanimous decision, the Planning Commission, after discussion, voted to direct staff to prepare findings for denial.

Recommendation

Staff requests the Planning Commission review the following findings of fact and conclusions of law, amend as deemed necessary, and ratify:

Findings of Fact:

1. The property is located at 162 Ridge Avenue (formerly 255 Ridge).
2. The zoning is Historic Residential Low density (HRL).
3. The approved plat combined lots 35-40 and 66-71, portions of lots 33 and 34 Block 75 of the Millsite Reservation to Park City, and the vacated half of Anchor Avenue adjacent to these lots into three lots of record and a parcel dedicated to Park City.
4. Access to the lots is via a private driveway in platted, but unbuilt Ridge Avenue north of the switchback.
5. A variance was granted by the Board of Adjustment for a 14% driveway slope within the unbuilt Ridge Avenue right of way.
6. The Planning Commission previously approved a CUP for a driveway in a platted, unbuilt City right of way.
7. The Planning Commission finds that visual and environmental impact of the home is not mitigated in compliance with Criteria 1: Location of Development. The house is not compatible with the Historic District in size and scale. The scale of the building is of a four story building when viewed from the east. Grade is manipulated with extraneous retaining walls that do not mitigate the volume of the house.
8. The Planning Commission finds that visual impact of the home is not mitigated in compliance with Criteria 2: Visual Analysis. The visual impact from the east is of a four story building.
9. The Planning Commission finds that the impacts of the retaining structures are not mitigated in compliance with Criteria 4: Terrace. The retaining structures on the side of the home are not to retain existing grade, but are a manipulation of grade in order to bury the north and south walls of the lowest story so that the lowest story would not count as Gross Floor Area.
10. The Planning Commission finds that the impact of the home is not mitigated in compliance with Criteria 5: Building Location. The natural topography of the site is very steep on the western third and flatter in the middle. The building does not correspond to this topography and manipulates grade for a bigger house.
11. The Planning Commission finds that the impact of the home is not mitigated in compliance with Criteria 6: Building Form and Scale. The scale of the building is not in keeping with the Historic District. Four stories are achieved only with a manipulation of exterior grade with extraneous retaining walls.
12. The Planning Commission finds that the impact of the home is not mitigated in compliance with Criteria 7: Setbacks. Although there is an increased setback on the east based on the subdivision plat approval, no further reductions in side or rear setbacks was designed. The scale of the building is such that increased setbacks would help mitigate the impacts.
13. The Planning Commission finds that the impact of the home is not mitigated in compliance with Criteria 8: Dwelling Volume. The visual mass when viewed from the east is of a four story building which is not in keeping with the character of the historic district.

14. The Planning Commission finds that the impact of the home is not mitigated in compliance with Criteria 10: Height Exceptions. More specifically, the design and articulation of the building mass does not mitigate the visual impacts and differences in scale between the proposed building and nearby residential structures.
15. The minimum front yard setback for a lot of this size is 15 feet. The applicant proposes a 15 foot front yard setback.
16. The minimum rear yard setback is 15 feet. The applicant proposes 53 feet. The plat approval required substantial compliance to conceptual plans showing a 53 foot rear setback.
17. The minimum side yard setback is 5 feet. The applicant proposes 5 feet on the south side and 5 feet on the north side.
18. The minimum number of on-site parking spaces required for a single-family home in the HRL zone is two.
19. The applicant is proposing two on-site parking spaces within a minimum sized garage.
20. A plat note limited the maximum house Floor Area, as defined by the Land Management Code, to approximately 143% of the maximum footprint area or 3,030 square feet on Lots 1, 2, and 3.
21. The proposed above final grade Floor Area is 3,030 square feet.
22. The maximum footprint for this lot based on the plat approval is 2,120 square feet.
23. The proposed footprint is 2,120 square feet.
24. The Maximum height for a single-family home in the HR-1 zone is 27 feet above existing grade, unless the Planning Commission grants an exception. The plat approval stipulated that only the garage/entry could be granted an exception and that is for a minimum depth garage and a compatible roof pitch with a ridge elevation no greater than 18 feet above the garage floor.

Conclusions of Law:

1. The CUP is not consistent with the Park City Land Management Code, specifically
2. The proposed use will not be compatible with the surrounding structures in use, scale, mass and circulation.
3. The effects of any differences in use or scale have not been mitigated through careful planning.

Planning Commission Staff Report

Subject: 166 Ridge Avenue
Author: Brooks T. Robinson
Date: June 25, 2008
Type of Item: Administrative – Steep Slope
Conditional Use Permit



Summary Recommendations

Staff recommends that the Planning Commission review the draft findings of fact and conclusions of law for denial of the proposed steep slope Conditional Use Permit.

Topic

Applicant: Silver King Resources, LLC
Location: 166 Ridge Avenue, Lot 1 King Ridge Estates Subdivision
Zoning: Historic Residential Low Density (HRL)
Adjacent Land Uses: Residential
Reason for Review: Conditional Use Permits require Planning Commission review and approval

Background

On December 12, 2007, the City received an application for a steep slope Conditional Use Permit (CUP). After further revisions, up to and including May 5, 2008, the application was deemed complete. This application is a request for approval of a single-family home of approximately 5,133 square feet on a 5,902 square foot lot. Because the proposed dwelling square footage is greater than 1,000 square feet, and would be constructed on a slope greater than 30%, the applicant is required to file a Conditional Use Application for review by the Planning Commission, pursuant to Section 15-2.1-6 of the LMC.

The applicant has submitted an application for steep slope review by the Planning Commission for the two adjacent lots at 158 and 162 Ridge Avenue that are being reviewed concurrently with this application. There are Historic District Design Guideline Review applications on file for the three houses that are being reviewed by staff.

On June 11, 2008, the Planning Commission by unanimous vote removed this item from the Consent Agenda and held a public hearing. Also by unanimous decision, the Planning Commission, after discussion, voted to direct staff to prepare findings for denial.

Recommendation

Staff requests the Planning Commission review the following findings of fact and conclusions of law, amend as deemed necessary, and ratify:

Findings of Fact:

1. The property is located at 166 Ridge Avenue (formerly 255 Ridge).
2. The zoning is Historic Residential Low density (HRL).
3. The approved plat combined lots 35-40 and 66-71, portions of lots 33 and 34 Block 75 of the Millsite Reservation to Park City, and the vacated half of Anchor Avenue adjacent to these lots into three lots of record and a parcel dedicated to Park City.
4. Access to the lots is via a private driveway in platted, but unbuilt Ridge Avenue north of the switchback.
5. A variance was granted by the Board of Adjustment for a 14% driveway slope within the unbuilt Ridge Avenue right of way.
6. The Planning Commission previously approved a CUP for a driveway in a platted, unbuilt City right of way.
7. The Planning Commission finds that visual and environmental impact of the home is not mitigated in compliance with Criteria 1: Location of Development. The house is not compatible with the Historic District in size and scale. The scale of the building is of a four story building when viewed from the east. Grade is manipulated with extraneous retaining walls that do not mitigate the volume of the house.
8. The Planning Commission finds that visual impact of the home is not mitigated in compliance with Criteria 2: Visual Analysis. The visual impact from the east is of a four story building.
9. The Planning Commission finds that the impacts of the retaining structures are not mitigated in compliance with Criteria 4: Terrace. The retaining structures on the side of the home are not to retain existing grade, but are a manipulation of grade in order to bury the north and south walls of the lowest story so that the lowest story would not count as Gross Floor Area.
10. The Planning Commission finds that the impact of the home is not mitigated in compliance with Criteria 5: Building Location. The natural topography of the site is very steep on the western third and flatter in the middle. The building does not correspond to this topography and manipulates grade for a bigger house.
11. The Planning Commission finds that the impact of the home is not mitigated in compliance with Criteria 6: Building Form and Scale. The scale of the building is not in keeping with the Historic District. Four stories are achieved only with a manipulation of exterior grade with extraneous retaining walls.
12. The Planning Commission finds that the impact of the home is not mitigated in compliance with Criteria 7: Setbacks. Although there is an increased setback on the east based on the subdivision plat approval, no further reductions in side or rear setbacks was designed. The scale of the building is such that increased setbacks would help mitigate the impacts.
13. The Planning Commission finds that the impact of the home is not mitigated in compliance with Criteria 8: Dwelling Volume. The visual mass when viewed from the east is of a four story building which is not in keeping with the character of the historic district.

14. The Planning Commission finds that the impact of the home is not mitigated in compliance with Criteria 10: Height Exceptions. More specifically, the design and articulation of the building mass does not mitigate the visual impacts and differences in scale between the proposed building and nearby residential structures.
15. The minimum front yard setback for a lot of this size is 15 feet. The applicant proposes a 15 foot front yard setback.
16. The minimum rear yard setback is 15 feet. The applicant proposes 37 feet. The plat approval required substantial compliance to conceptual plans showing a 37 foot rear setback.
17. The minimum side yard setback is 5 feet. The applicant proposes 5 feet on the south side and 5 feet on the north side.
18. The minimum number of on-site parking spaces required for a single-family home in the HRL zone is two.
19. The applicant is proposing two on-site parking spaces within a minimum sized garage.
20. A plat note limited the maximum house Floor Area, as defined by the Land Management Code, to approximately 143% of the maximum footprint area or 3,030 square feet on Lots 1, 2, and 3.
21. The proposed above-grade Floor Area is 3,016 square feet.
22. The maximum footprint for this lot based on the plat approval is 2,117 square feet.
23. The proposed footprint is 2,117 square feet.
24. The Maximum height for a single-family home in the HR-1 zone is 27 feet above existing grade, unless the Planning Commission grants an exception. The plat approval stipulated that only the garage/entry could be granted an exception and that is for a minimum depth garage and a compatible roof pitch with a ridge elevation no greater than 18 feet above the garage floor.

Conclusions of Law:

1. The CUP is not consistent with the Park City Land Management Code, specifically
2. The proposed use will not be compatible with the surrounding structures in use, scale, mass and circulation.
3. The effects of any differences in use or scale have not been mitigated through careful planning.

Planning Commission Staff Report



PLANNING DEPARTMENT

Subject: 158 Ridge Avenue
Author: Brooks T. Robinson
Date: June 11, 2008
Type of Item: Administrative – Steep Slope Conditional Use Permit

Summary Recommendations

Staff recommends that the Planning Commission review the proposed steep slope CUP for construction on a slope greater than 30%. Steep slope CUPs can be considered as consent items, however, staff has a single point of discussion for the Planning Commission and requests removing this item from the consent agenda and holding a public hearing. Based on the Planning Commission discussion and possible changes to the findings and conditions, staff has prepared draft findings of fact, conclusions of law and conditions of approval in this staff report.

Topic

Applicant: Silver King Resources, LLC
Location: 158 Ridge Avenue, Lot 3 King Ridge Estates Subdivision
Zoning: Historic Residential Low Density (HRL)
Adjacent Land Uses: Residential
Reason for Review: Conditional Use Permits require Planning Commission review and approval

Background

On December 12, 2007, the City received an application for a steep slope Conditional Use Permit (CUP). After further revisions, up to and including May 5, 2008, the application was deemed complete. This application is a request for approval of a single-family home of approximately 5,148 square feet on a 6,550 square foot lot. Because the proposed dwelling square footage is greater than 1,000 square feet, and would be constructed on a slope greater than 30%, the applicant is required to file a Conditional Use Application for review by the Planning Commission, pursuant to Section 15-2.1-6 of the LMC.

The applicant has submitted an application for steep slope review by the Planning Commission for the two adjacent lots at 162 and 166 Ridge Avenue that are being reviewed concurrently with this application. There are Historic District Design Guideline Review applications on file for the three houses that are being reviewed by staff.

The property is located at 158 Ridge Avenue (north of the switchback) in the Historic Residential Low Density (HRL) zoning district. The Planning Commission held numerous public hearings from February to September 2007 on the proposed plat. Concern was expressed on the use of platted, unbuilt Ridge Avenue right of way for a

private driveway and the height of retaining walls that would be built for this driveway. At the April 25, 2007, meeting the Planning Commission directed the applicant to submit a Conditional Use Permit for construction of a driveway within unbuilt City ROW to address the standards of Land Management Code Section 15-3-5. The City received a completed application for the Conditional Use Permit for construction of a private driveway within a platted, un-built City street, on May 14, 2007. The application was heard on July 11 and July 25, 2007, and continued to a date uncertain.

Although the Planning Commission forwarded a negative recommendation on the plat, the City Council, after further staff analysis and amendments to the findings of fact and conditions of approval, approved the plat on October 25, 2007. The City Council included Condition of Approval #16 which states:

16. Applicant will seek a Variance or Special Exception for driveway grade in a platted unbuilt City Right of Way prior to proceeding with the Conditional Use Permit for driveway use of the right of way.

The Board of Adjustment, at a public hearing on December 18, 2007, granted a Special Exception to the LMC requirement (15-3-5 (A)) of a maximum grade of 10% within the City's right of way, in this case, the platted Ridge Avenue ROW north of the paved Ridge Avenue. Increasing the driveway slope to 14% (the maximum private driveway slope allowable per City standards) would reduce the eight foot height of the associated retaining walls another 4 feet over the 100 foot length.

On February 13, 2008, the Planning Commission re-opened the public hearing on the Conditional Use Permit for construction of a private driveway in the platted, unbuilt Ridge Avenue right of way. The Planning Commission approved the CUP with conditions that a landscape plan to mitigate the retaining walls and a snow removal plan be submitted with the Steep Slope Conditional Use Permit. A landscape plan is attached and an Encroachment Agreement for a snowmelt system is being reviewed by the City Engineer.

Analysis

The applicant proposes three new homes. The following analysis is for Lot 3 of the King Ridge Estates subdivision. Staff has reviewed the proposed design and made the following LMC and/or plat restriction related findings:

Requirement	LMC Requirement	Proposed
Lot Size	3,750 square feet, <u>minimum</u>	7,208 square feet, <u>complies</u>
Building Footprint	2,120 square feet, <u>maximum</u>	2,120 square feet, <u>complies</u>
Front (LMC)and Rear (Plat)Yard	15 feet <u>minimum</u> , 58 feet rear by plat Condition of Approval requiring "substantial compliance"	15 feet front 53.82 feet rear, <u>Request discussion on compliance</u>

Side Yard	5 feet <u>minimum</u> Total of 10 feet	5 and 10 feet (easement on north), <u>complies</u>
Height	27 feet above existing <u>maximum</u> . Front/Garage element only can exceed height with CUP approval.	Requesting exception for garage/entry only.
Parking	2	Two interior spaces, 20x20 total <u>complies</u>

Section 15-2.1-6 of the LMC provides for development on steep lots in excess of one thousand square feet (1,000 sq. ft.) within the HRL zone, subject to the following criteria:

Criteria 1: Location of Development. Development is located and designed to reduce visual and environmental impacts of the structure.

NO UNMITIGATED IMPACTS

The proposed house is located on the furthest north lot of the King Ridge Estates subdivision. As such it is the most prominent of the three when viewed from the north. The subdivision sits on a minor ridge between Empire Canyon (Daly Avenue) and the Woodside Gulch. The Anchor Development subdivision sits immediately to the north and only one house out of four has been built. The three other homes, when constructed, would substantially alter the visual prominence of this home. The plat restricted any disturbance to at least thirty feet away from the eastern property line, creating both a visual buffer and a landscaped area to absorb runoff and control construction impacts.

Criteria 2: Visual Analysis. The applicant must provide the Planning Department with a visual analysis of the project from key Vantage Points to determine the potential impacts of the project.

NO UNMITIGATED IMPACTS

The proposed building is in an area of Ridge and Daly Avenues and King Road where there are both larger contemporary buildings and smaller historic homes. The applicant has submitted a streetscape of the three proposed buildings demonstrating the visual impacts of the buildings as viewed from the west. The project site is not visible from the LMC-defined Vantage Points. The home is proposed next to another house within this development and the undeveloped Anchor Development subdivision. The applicant has also prepared a scale model of the development that will be presented to the Planning Commission.

Criteria 3: Access. Access points and driveways must be designed to minimize grading of the natural topography and to reduce overall building scale.

NO UNMITIGATED IMPACTS

Each of the three homes will take access from a driveway located on platted, but unbuilt Ridge Avenue. A CUP has been approved by the Planning Commission on February

13, 2008, to allow for the utilization of the right of way. The maximum slope of the driveway in Ridge Avenue was subject to a special exception granted by the Board of Adjustment on December 18, 2007. The slope was increased to allow for less retaining walls and to more closely match the underlying topography. A landscape plan has been submitted that includes landscaping in front of the retaining walls.

Criteria 4: Terrace. The project must provide terraced retaining structures to regain natural grade.

NO UNMITIGATED IMPACTS

The lot is steeply sloped from top to bottom, and will require significant excavation during construction. To minimize the amount of grading necessary, stepping of the foundation will be necessary. Prior to the issue of any building permits, the Chief Building Official will require the applicant to submit a detailed shoring plan to be reviewed for compliance with the International Building Code. This shoring plan will be included in the building permit plans that will be reviewed by the Chief Building Official and City Engineer prior to the issue of a building permit. No soil nails will be approved across property lines. Natural grade is generally reintroduced as the building steps without the need for additional retaining walls. A set of boulder retaining walls to the north are proposed to bury the lowest story of the building.

Criteria 5: Building Location. Building, Access and infrastructure must be located to minimize cut and fill that would alter the perceived natural topography of the site.

NO UNMITIGATED IMPACTS

The building is proposed on a lot that is steep throughout. Access to the lot will come from the highest point on the lot's frontage, and all utilities and infrastructure are installed from the street through the driveway. A storm drain line runs along the north edge of the subdivision and through an easement connecting to Daly Avenue.

Criteria 6: Building Form and Scale. Where building masses orient against the Lot's existing contours, the structures must be stepped with the grade and broken into a series of individual smaller components that are compatible with the District.

NO UNMITIGATED IMPACTS

The building steps with the land. There are four stories proposed with the lowest story buried except for the eastern face. Each story steps from 9 feet to 19 feet back from the previous story and the building mass and roofs step in a similar manner.

Criteria 7: Setbacks. The Planning Commission may require an increase in one or more setbacks to minimize the creation of a wall effect along the Street front and/or rear Property Line. The Setback variation will be a function of the building, site constraints, proposed Building scale, and Setbacks on adjacent Structures.

NO UNMITIGATED IMPACTS; Staff requests discussion on compliance.

The approved plat required the front entry/garage s to be at the front setback and also required that a 30-foot non-disturbance area be noted on the plat to the rear (east) of each of the buildings. In addition, the plat required substantial compliance with the

building locations shown, in this case 58 feet from the rear property line. Shown is a building 53.8 feet from the property line. *Does the Commission agree that this is substantial compliance?*

Criteria 8: Dwelling Volume. The maximum volume of any structure is a function of the Lot size, Building height, setbacks and provisions set forth in this Chapter. The Planning Commission may further limit the volume of a proposed structure to minimize its visual mass and/or to mitigate difference in scale between a proposed structure and existing structures. NO UNMITIGATED IMPACTS

The design is compatible with the volume of the contemporary single family homes in the area. There are a few smaller historic homes to the west and south. The house at 147 Ridge is currently under review for a substantial addition. The King Ridge Estates homes meet the minimum requirements for height, setbacks and footprint for a single family home in the HRL zone as further restricted by the plat approval.

Criteria 9: Building Height (Steep Slope). The maximum Building Height in the HRL District is twenty-seven feet (27'). The Planning Commission may require a reduction in Building Height for all, or portions, of a proposed structure to minimize its visual mass and/or to mitigate differences in scale between a proposed structure and existing residential structures.

NO UNMITIGATED IMPACTS

The proposed height of the building is at or below the 27-foot height restriction with the exception of the entry/garage element. The applicant is seeking an exception to the required height for the entry/garage. The plat approval limited this element to 18-feet in height from the garage floor for the minimum depth (20-feet interior) required for a garage.

Criteria 10: Height Exceptions (Steep Slope). The Planning Department and/or the Planning Commission may grant a Building Height exception for a portion or portions of a proposed structure if the applicant proves compliance with each of the criteria. The applicant is requesting a height exception. Exceptions to the required height limits are subject to the following criteria.

(a) The Height exception does not result in a Height in excess of forty feet (40').

The applicant is requesting that the Planning Commission grant an extra three feet of height for a total of 30 feet above existing grade for a gable on the rear (east) side of the garage/entry. This dormer provides natural light into the stairway to the lower levels. The main ridge over the garage/entry is roughly parallel to the underlying grade and is 29 feet at the maximum above the existing grade.

(b) The proposed Building includes horizontal and vertical step backs to achieve increased Building articulation and Compatibility.

Staff finds the building to be well articulated with each level stepping back from the one below from nine to nineteen feet.

(c) The proposed design and articulation of the Building mass mitigates the project's visual impacts and differences in scale between the proposed Structure and nearby residential Structures.

The proposed building is located in an area of Old Town with a number of both contemporary and historic structures. The property to the north is vacant, and therefore, the effect of the height increase on that property is not yet known. The vacant lot is downhill from this property with similar topographic challenges and once constructed the effect of any height increase from the garage/entry will be minimized. During the plat review, a study of the HRL properties in this area and HR-1 properties on lower Daly Avenue found substantial differences in house sizes. In making a finding for compatibility with the surrounding structures, the City limited the Gross Floor Area to 143% of the footprint.

(d) Snow release issues are resolved to the satisfaction of the Chief Building Official.

There are no snow release issues based on the design of this home and the setbacks between properties.

(e) A Height reduction in other portions of the Building and/or increased Setbacks are incorporated.

There is a substantial increase in the rear (east) setback.

(f) The Height exception is not granted primarily to create additional Building Area.

The proposed height is for the construction of the garage/entry in a single story with a compatible roof pitch. The height is limited by the plat requirements of 18 feet from the garage floor and no more than the minimum depth for a Code compliant garage.

(g) The Height exception enhances the Building's Compatibility with residential Structures by adding architectural interest to the garage element, front facade, porch, or other Building element.

The proposed roof pitch is 8:12. This pitch is compatible with steeper pitches found historically. The structure is proposed to be made of wood with stone foundation veneer and wood carriage-style garage doors. A front porch is proposed.

(i) The Height exception is Compatible with good planning practices and good Site design.

The increased height is the minimum necessary to construct a compatible structure on a steep lot. A desirable 8:12 roof pitch is proposed.

(j) The Height increase will result in a superior plan and project.

The proposed building will create a structure that is taller than otherwise would be allowed in the HRL zone. However, the need for a height exception was identified during the plat amendment process and limits were put on the property as to extent that a height exception can be granted.

Department Review

This project has gone through an interdepartmental review. No further issues were brought up at that time. A final utility plan has been submitted with the plat amendment and shall be approved by the City Engineer prior to plat recordation. An Encroachment Agreement with the City Engineer has been submitted. A landscape plan for the wall in the Ridge Avenue right-of-way is attached with this report.

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 on this proposal has been received related to this CUP.

Alternatives

- The Planning Commission may approve the Conditional Use Permit as conditioned or amended, or
- The Planning Commission may deny the Conditional Use Permit and direct staff to make Findings for this decision, or
- The Planning Commission may continue the discussion on the Conditional Use Permit.

Significant Impacts

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

Consequences of not taking the Suggested Recommendation

The house could not be constructed as designed.

Recommendation

Staff recommends that the Planning Commission review the proposed steep slope CUP for construction on a slope greater than 30%. Steep slope CUPs can be considered as consent items, however, staff has a single point of discussion for the Planning Commission and requests removing this item from the consent agenda and holding a public hearing. Based on the Planning Commission discussion and possible changes to the findings and conditions, staff has prepared the following draft findings of fact, conclusions of law and conditions of approval in this staff report.

Findings of Fact:

1. The property is located at 158 Ridge Avenue (formerly 255 Ridge).
2. The zoning is Historic Residential Low density (HRL).
3. The approved plat combined lots 35-40 and 66-71, portions of lots 33 and 34 Block 75 of the Millsite Reservation to Park City, and the vacated half of Anchor Avenue adjacent to these lots into three lots of record and a parcel dedicated to Park City.
4. Access to the lots is via a private driveway in platted, but unbuilt Ridge Avenue north of the switchback.

5. A variance was granted by the Board of Adjustment for a 14% driveway slope within the unbuilt Ridge Avenue right of way.
6. The Planning Commission previously approved a CUP for a driveway in a platted, unbuilt City right of way.
7. The minimum front yard setback for a lot of this size is 15 feet. The applicant proposes a 15 foot front yard setback.
8. The minimum rear yard setback is 15 feet. The applicant proposes 53.8 feet. The plat approval required substantial compliance to conceptual plans showing a 58 foot rear setback.
9. The minimum side yard setback is 5 feet. The applicant proposes 5 feet on the south side and ten feet on the north side.
10. The minimum number of on-site parking spaces required for a single-family home in the HRL zone is two.
11. The applicant is proposing two on-site parking spaces within a minimum sized garage.
12. A plat note limited the maximum house Floor Area, as defined by the Land Management Code, to approximately 143% of the maximum footprint area or 3,030 square feet on Lots 1, 2, and 3.
13. The proposed above-grade Floor Area is 3,030 square feet.
14. The maximum footprint for this lot based on the plat approval is 2,120 square feet.
15. The proposed footprint is 2,120 square feet.
16. The Maximum height for a single-family home in the HR-1 zone is 27 feet above existing grade, unless the Planning Commission grants an exception. The plat approval stipulated that only the garage/entry could be granted an exception and that is for a minimum depth garage and a compatible roof pitch with a ridge elevation no greater than 18 feet above the garage floor.
17. A height exception is requested.
18. A snowmelt system requiring an Encroachment Agreement is proposed within the Ridge Avenue right of way.
19. The staff findings in the Analysis section are incorporated herein.

Conclusions of Law:

1. The CUP, as conditioned, is consistent with the Park City Land Management Code, specifically section 15-2.1-6(B)
2. The CUP, as conditioned, is consistent with the Park City General Plan.
3. The proposed use will be compatible with the surrounding structures in use, scale, mass and circulation.
4. The effects of any differences in use or scale have been mitigated through careful planning.

Conditions of Approval:

1. All Standard Project Conditions shall apply.
2. City approval of a construction mitigation plan is a condition precedent to the issuance of any building permits.

3. City Engineer review and approval of all appropriate grading, utility installation, public improvements and drainage plans for compliance with City standards is a condition precedent to building permit issuance.
4. An Encroachment Agreement for the snowmelt system is required.
5. A final landscape plan shall be submitted for review and approval by the City Landscape Architect, prior to building permit issuance.
6. No building permits shall be issued for this project unless and until the design of the house is reviewed and approved by the Planning Department staff for compliance with the Historic District Design Guidelines.
7. The garage door shall be a "carriage" style door made of wood.
8. As part of the building permit review process, the applicant shall submit a certified topographical survey of the property with roof elevations over topographic and U.S.G.S. elevation information relating to existing grade as well as the height of the proposed building ridges.
9. Prior to the issue of a building permit the applicant shall submit a detailed shoring plan with calculations that have been prepared, stamped, and signed by a licensed structural engineer.
10. This approval will expire on June 11, 2009, if a building permit has not been issued.

Exhibits

Exhibit A – Site plan, floor plans, and elevations

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Planning Commission Staff Report



PLANNING DEPARTMENT

Subject: 162 Ridge Avenue
Author: Brooks T. Robinson
Date: June 11, 2008
Type of Item: Administrative – Steep Slope Conditional Use Permit

Summary Recommendations

Staff recommends that the Planning Commission review the proposed steep slope CUP for construction on a slope greater than 30% as a consent agenda item. Staff has prepared draft findings of fact, conclusions of law and conditions of approval in this staff report.

Topic

Applicant: Silver King Resources, LLC
Location: 162 Ridge Avenue, Lot 2 King Ridge Estates Subdivision
Zoning: Historic Residential Low Density (HRL)
Adjacent Land Uses: Residential
Reason for Review: Conditional Use Permits require Planning Commission review and approval

Background

On December 12, 2007, the City received an application for a steep slope Conditional Use Permit (CUP). After further revisions, up to and including May 5, 2008, the application was deemed complete. This application is a request for approval of a single-family home of approximately 5,148 square feet on a 5,898 square foot lot. Because the proposed dwelling square footage is greater than 1,000 square feet, and would be constructed on a slope greater than 30%, the applicant is required to file a Conditional Use Application for review by the Planning Commission, pursuant to Section 15-2.1-6 of the LMC.

The applicant has submitted an application for steep slope review by the Planning Commission for the two adjacent lots at 158 and 166 Ridge Avenue that are being reviewed concurrently with this application. There are Historic District Design Guideline Review applications on file for the three houses that are being reviewed by staff.

The property is located at 162 Ridge Avenue (north of the switchback) in the Historic Residential Low Density (HRL) zoning district. The Planning Commission held numerous public hearings from February to September 2007 on the proposed plat. Concern was expressed on the use of platted, unbuilt Ridge Avenue right of way for a private driveway and the height of retaining walls that would be built for this driveway. At the April 25, 2007, meeting the Planning Commission directed the applicant to submit a Conditional Use Permit for construction of a driveway within unbuilt City ROW to

address the standards of Land Management Code Section 15-3-5. The City received a completed application for the Conditional Use Permit for construction of a private driveway within a platted, un-built City street, on May 14, 2007. The application was heard on July 11 and July 25, 2007, and continued to a date uncertain.

Although the Planning Commission forwarded a negative recommendation on the plat, the City Council, after further staff analysis and amendments to the findings of fact and conditions of approval, approved the plat on October 25, 2007. The City Council included Condition of Approval #16 which states:

16. Applicant will seek a Variance or Special Exception for driveway grade in a platted unbuilt City Right of Way prior to proceeding with the Conditional Use Permit for driveway use of the right of way.

The Board of Adjustment, at a public hearing on December 18, 2007, granted a Special Exception to the LMC requirement (15-3-5 (A)) of a maximum grade of 10% within the City's right of way, in this case, the platted Ridge Avenue ROW north of the paved Ridge Avenue. Increasing the driveway slope to 14% (the maximum private driveway slope allowable per City standards) would reduce the eight foot height of the associated retaining walls another 4 feet over the 100 foot length.

On February 13, 2008, the Planning Commission re-opened the public hearing on the Conditional Use Permit for construction of a private driveway in the platted, unbuilt Ridge Avenue right of way. The Planning Commission approved the CUP with conditions that a landscape plan to mitigate the retaining walls and a snow removal plan be submitted with the Steep Slope Conditional Use Permit. A landscape plan is attached and an Encroachment Agreement for a snowmelt system is being reviewed by the City Engineer.

Analysis

The applicant proposes three new homes. The following analysis is for Lot 2 of the King Ridge Estates subdivision. Staff has reviewed the proposed design and made the following LMC and/or plat restriction related findings:

Requirement	LMC Requirement	Proposed
Lot Size	3,750 square feet, <u>minimum</u>	5,898 square feet, <u>complies</u>
Building Footprint	2,118 square feet, <u>maximum</u>	2,118 square feet, <u>complies</u>
Front (LMC)and Rear (Plat)Yard	15 feet <u>minimum</u> , 53 feet rear by plat Condition of Approval requiring "substantial compliance"	15 feet front 53 feet rear, <u>complies</u>
Side Yard	5 feet <u>minimum</u> Total of 10 feet	5 and 5 feet <u>complies</u>

Height	27 feet above existing <u>maximum</u> . Front/Garage element only can exceed height with CUP approval.	Requesting exception for garage/entry only.
Parking	2	Two interior spaces, 20x20 total <u>complies</u>

Section 15-2.1-6 of the LMC provides for development on steep lots in excess of one thousand square feet (1,000 sq. ft.) within the HRL zone, subject to the following criteria:

Criteria 1: Location of Development. Development is located and designed to reduce visual and environmental impacts of the structure.

NO UNMITIGATED IMPACTS

The proposed house is located on the middle lot of the three lot King Ridge Estates subdivision. As such it is the least prominent of the three when viewed from the north and south. The subdivision sits on a minor ridge between Empire Canyon (Daly Avenue) and the Woodside Gulch. The Anchor Development subdivision sits immediately to the north and only one house out of four has been built. The three other homes, when constructed, would substantially alter the visual prominence of the homes in this subdivision. The plat restricted any disturbance to at least thirty feet away from the eastern property line, creating both a visual buffer and a landscaped area to absorb runoff and control construction impacts.

Criteria 2: Visual Analysis. The applicant must provide the Planning Department with a visual analysis of the project from key Vantage Points to determine the potential impacts of the project.

NO UNMITIGATED IMPACTS

The proposed building is in an area of Ridge and Daly Avenues and King Road where there are both larger contemporary buildings and smaller historic homes. The applicant has submitted a streetscape of the three proposed buildings demonstrating the visual impacts of the buildings as viewed from the west. The project site is not visible from the LMC-defined Vantage Points. The home is proposed between the other houses within this development. The applicant has also prepared a scale model of the development that will be presented to the Planning Commission.

Criteria 3: Access. Access points and driveways must be designed to minimize grading of the natural topography and to reduce overall building scale.

NO UNMITIGATED IMPACTS

Each of the three homes will take access from a driveway located on platted, but unbuilt Ridge Avenue. A CUP has been approved by the Planning Commission on February 13, 2008, to allow for the utilization of the right of way. The maximum slope of the driveway in Ridge Avenue was subject to a special exception granted by the Board of Adjustment on December 18, 2007. The slope was increased to allow for less retaining walls and to more closely match the underlying topography. A landscape plan has been submitted that includes landscaping in front of the retaining walls.

Criteria 4: Terrace. The project must provide terraced retaining structures to regain natural grade.

NO UNMITIGATED IMPACTS

The lot is steeply sloped from top to bottom, and will require significant excavation during construction. To minimize the amount of grading necessary, stepping of the foundation will be necessary. Prior to the issue of any building permits, the Chief Building Official will require the applicant to submit a detailed shoring plan to be reviewed for compliance with the International Building Code. This shoring plan will be included in the building permit plans that will be reviewed by the Chief Building Official and City Engineer prior to the issue of a building permit. No soil nails will be approved across property lines. Natural grade is generally reintroduced as the building steps without the need for additional retaining walls. A set of boulder retaining walls to the north are proposed to bury the lowest story of the building.

Criteria 5: Building Location. Building, Access and infrastructure must be located to minimize cut and fill that would alter the perceived natural topography of the site.

NO UNMITIGATED IMPACTS

The building is proposed on a lot that is steep throughout. Access to the lot will come from the highest point on the lot's frontage, and all utilities and infrastructure are installed from the street through the driveway. A storm drain line runs along the north edge of the subdivision and through an easement connecting to Daly Avenue.

Criteria 6: Building Form and Scale. Where building masses orient against the Lot's existing contours, the structures must be stepped with the grade and broken into a series of individual smaller components that are compatible with the District.

NO UNMITIGATED IMPACTS

The building steps with the land. There are four stories proposed with the lowest story buried except for the eastern face. Each story steps from 12 feet to 21 feet back from the previous story and the building mass and roofs step in a similar manner.

Criteria 7: Setbacks. The Planning Commission may require an increase in one or more setbacks to minimize the creation of a wall effect along the Street front and/or rear Property Line. The Setback variation will be a function of the building, site constraints, proposed Building scale, and Setbacks on adjacent Structures.

NO UNMITIGATED IMPACTS

The approved plat required the front entry/garages to be at the front setback and also required that a 30-foot non-disturbance area be noted on the plat to the rear (east) of each of the buildings. In addition, the plat required substantial compliance with the building locations shown, in this case 53 feet from the rear property line. Shown is a building 53 feet from the property line.

Criteria 8: Dwelling Volume. The maximum volume of any structure is a function of the Lot size, Building height, setbacks and provisions set forth in this Chapter.

The Planning Commission may further limit the volume of a proposed structure to minimize its visual mass and/or to mitigate difference in scale between a proposed structure and existing structures. NO UNMITIGATED IMPACTS

The design is compatible with the volume of the contemporary single family homes in the area. There are a few smaller historic homes to the west and south. The house at 147 Ridge is currently under review for a substantial addition. The King Ridge Estates homes meet the minimum requirements for height, setbacks and footprint for single family homes in the HRL zone as further restricted by the plat approval.

Criteria 9: Building Height (Steep Slope). The maximum Building Height in the HRL District is twenty-seven feet (27'). The Planning Commission may require a reduction in Building Height for all, or portions, of a proposed structure to minimize its visual mass and/or to mitigate differences in scale between a proposed structure and existing residential structures.

NO UNMITIGATED IMPACTS

The proposed height of the building is at or below the 27-foot height restriction with the exception of the entry/garage element. The applicant is seeking an exception to the required height for the entry/garage. The plat approval limited this element to 18-feet in height from the garage floor for the minimum depth (20-feet interior) required for a garage.

Criteria 10: Height Exceptions (Steep Slope). The Planning Department and/or the Planning Commission may grant a Building Height exception for a portion or portions of a proposed structure if the applicant proves compliance with each of the criteria. The applicant is requesting a height exception. Exceptions to the required height limits are subject to the following criteria.

(b) The Height exception does not result in a Height in excess of forty feet (40').

The applicant is requesting that the Planning Commission grant an extra five feet of height for a total of 32 feet above existing grade for a hipped roof on the rear (east) side of the garage/entry. This dormer provides natural light into the stairway to the lower levels. The main ridge over the garage/entry is roughly parallel to the underlying grade and is 25 feet at the maximum above the existing grade.

(b) The proposed Building includes horizontal and vertical step backs to achieve increased Building articulation and Compatibility.

Staff finds the building to be well articulated with each level stepping back from the one below from twelve to twenty-one feet.

(c) The proposed design and articulation of the Building mass mitigates the project's visual impacts and differences in scale between the proposed Structure and nearby residential Structures.

The proposed building is located in an area of Old Town with a number of both contemporary and historic structures. The proposed structure is similar in scale to the two proposed buildings on either side. During the plat review, a study of the HRL properties in this area and HR-1 properties on lower Daly Avenue found substantial differences in house sizes. In making a finding for compatibility with the surrounding structures, the City limited the Gross Floor Area to 143% of the footprint.

(d) Snow release issues are resolved to the satisfaction of the Chief Building Official.

There are no snow release issues based on the design of this home and the setbacks between properties.

(e) A Height reduction in other portions of the Building and/or increased Setbacks are incorporated.

There is a substantial increase in the rear (east) setback.

(f) The Height exception is not granted primarily to create additional Building Area.

The proposed height is for the construction of the garage/entry in a single story with a compatible roof pitch. The height is limited by the plat requirements of 18 feet from the garage floor and no more than the minimum depth for a Code compliant garage.

(g) The Height exception enhances the Building's Compatibility with residential Structures by adding architectural interest to the garage element, front facade, porch, or other Building element.

The proposed roof pitch is 8:12. This pitch is compatible with steeper pitches found historically. The structure is proposed to be made of wood with stone foundation veneer and wood carriage-style garage doors. A front porch is proposed.

(i) The Height exception is Compatible with good planning practices and good Site design.

The increased height is the minimum necessary to construct a compatible structure on a steep lot. A desirable 8:12 roof pitch is proposed.

(j) The Height increase will result in a superior plan and project.

The proposed building will create a structure that is taller than otherwise would be allowed in the HRL zone. However, the need for a height exception was identified during the plat amendment process and limits were put on the property as to extent that a height exception can be granted.

Department Review

This project has gone through an interdepartmental review. No further issues were brought up at that time. A final utility plan has been with the plat amendment and which shall be approved by the City Engineer prior to plat recordation. An Encroachment Agreement with the City Engineer has been submitted. A landscape plan for the wall in the Ridge Avenue right-of-way is attached with this report.

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 on this proposal has been received related to this CUP.

Alternatives

- The Planning Commission may approve the Conditional Use Permit as conditioned or amended, or
- The Planning Commission may deny the Conditional Use Permit and direct staff to make Findings for this decision, or
- The Planning Commission may continue the discussion on the Conditional Use Permit.

Significant Impacts

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

Consequences of not taking the Suggested Recommendation

The house could not be constructed as designed.

Recommendation

Staff recommends that the Planning Commission review the proposed steep slope CUP for construction on a slope greater than 30% as a consent agenda item. Staff has prepared draft findings of fact, conclusions of law and conditions of approval in this staff report.

Findings of Fact:

1. The property is located at 162 Ridge Avenue (formerly 255 Ridge).
2. The zoning is Historic Residential Low density (HRL).
3. The approved plat combined lots 35-40 and 66-71, portions of lots 33 and 34 Block 75 of the Millsite Reservation to Park City, and the vacated half of Anchor Avenue adjacent to these lots into three lots of record and a parcel dedicated to Park City.
4. Access to the lots is via a private driveway in platted, but unbuilt Ridge Avenue north of the switchback.
5. A variance was granted by the Board of Adjustment for a 14% driveway slope within the unbuilt Ridge Avenue right of way.

6. The Planning Commission previously approved a CUP for a driveway in a platted, unbuilt City right of way.
7. The minimum front yard setback for a lot of this size is 15 feet. The applicant proposes a 15 foot front yard setback.
8. The minimum rear yard setback is 15 feet. The applicant proposes 53 feet. The plat approval required substantial compliance to conceptual plans showing a 53 foot rear setback.
9. The minimum side yard setback is five feet. The applicant proposes five feet on the south side and five feet on the north side.
10. The minimum number of on-site parking spaces required for a single-family home in the HRL zone is two.
11. The applicant is proposing two on-site parking spaces within a minimum sized garage.
12. A plat note limited the maximum house Floor Area, as defined by the Land Management Code, to approximately 143% of the maximum footprint area or 3,030 square feet on Lots 1, 2, and 3.
13. The proposed above-grade Floor Area is 3,030 square feet.
14. The maximum footprint for this lot based on the plat approval is 2,120 square feet.
15. The proposed footprint is 2,120 square feet.
16. The Maximum height for a single-family home in the HR-1 zone is 27 feet above existing grade, unless the Planning Commission grants an exception. The plat approval stipulated that only the garage/entry could be granted an exception and that is for a minimum depth garage and a compatible roof pitch with a ridge elevation no greater than 18 feet above the garage floor.
17. A height exception is requested.
18. A snowmelt system requiring an Encroachment Agreement is proposed within the Ridge Avenue right of way.
19. The staff findings in the Analysis section are incorporated herein.

Conclusions of Law:

1. The CUP, as conditioned, is consistent with the Park City Land Management Code, specifically section 15-2.1-6(B)
2. The CUP, as conditioned, is consistent with the Park City General Plan.
3. The proposed use will be compatible with the surrounding structures in use, scale, mass and circulation.
4. The effects of any differences in use or scale have been mitigated through careful planning.

Conditions of Approval:

1. All Standard Project Conditions shall apply.
2. City approval of a construction mitigation plan is a condition precedent to the issuance of any building permits.
3. City Engineer review and approval of all appropriate grading, utility installation, public improvements and drainage plans for compliance with City standards is a condition precedent to building permit issuance.
4. An Encroachment Agreement for the snowmelt system is required.

5. A final landscape plan shall be submitted for review and approval by the City Landscape Architect, prior to building permit issuance.
6. No building permits shall be issued for this project unless and until the design of the house is reviewed and approved by the Planning Department staff for compliance with the Historic District Design Guidelines.
7. The garage door shall be a “carriage” style door made of wood.
8. As part of the building permit review process, the applicant shall submit a certified topographical survey of the property with roof elevations over topographic and U.S.G.S. elevation information relating to existing grade as well as the height of the proposed building ridges.
9. Prior to the issue of a building permit the applicant shall submit a detailed shoring plan with calculations that have been prepared, stamped, and signed by a licensed structural engineer.
10. This approval will expire on June 11, 2009, if a building permit has not been issued.

Exhibits

Exhibit A – Site plan, floor plans, and elevations

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Planning Commission Staff Report



Subject: 166 Ridge Avenue
Author: Brooks T. Robinson
Date: June 11, 2008
Type of Item: Administrative – Steep Slope
Conditional Use Permit

Summary Recommendations

Staff recommends that the Planning Commission review the proposed steep slope CUP for construction on a slope greater than 30% as a consent agenda item. Staff has prepared draft findings of fact, conclusions of law and conditions of approval in this staff report.

Topic

Applicant: Silver King Resources, LLC
Location: 166 Ridge Avenue, Lot 1 King Ridge Estates Subdivision
Zoning: Historic Residential Low Density (HRL)
Adjacent Land Uses: Residential
Reason for Review: Conditional Use Permits require Planning Commission review and approval

Background

On December 12, 2007, the City received an application for a steep slope Conditional Use Permit (CUP). After further revisions, the application was deemed complete on May 5, 2008. This application is a request for approval of a single-family home of approximately 5,133 square feet on a 5,902 square foot lot. Because the proposed dwelling square footage is greater than 1,000 square feet, and would be constructed on a slope greater than 30%, the applicant is required to file a Conditional Use Application for review by the Planning Commission, pursuant to Section 15-2.1-6 of the LMC.

The applicant has submitted an application for steep slope review by the Planning Commission for the two adjacent lots at 158 and 162 Ridge Avenue that are being reviewed concurrently with this application. There are Historic District Design Guideline Review applications on file for the three houses that are being reviewed by staff.

The property is located at 166 Ridge Avenue (north of the switchback) in the Historic Residential Low Density (HRL) zoning district. The Planning Commission held numerous public hearings from February to September 2007 on the proposed plat. Concern was expressed on the use of platted, unbuilt Ridge Avenue right of way for a private driveway and the height of retaining walls that would be built for this driveway. At the April 25, 2007, meeting the Planning Commission directed the applicant to submit a Conditional Use Permit for construction of a driveway within unbuilt City ROW to address the standards of Land Management Code Section 15-3-5. The City received a

completed application for the Conditional Use Permit for construction of a private driveway within a platted, un-built City street, on May 14, 2007. The application was heard on July 11 and July 25, 2007, and continued to a date uncertain.

Although the Planning Commission forwarded a negative recommendation on the plat, the City Council, after further staff analysis and amendments to the findings of fact and conditions of approval, approved the plat on October 25, 2007. The City Council included Condition of Approval #16 which states:

1. Applicant will seek a Variance or Special Exception for driveway grade in a platted unbuilt City Right of Way prior to proceeding with the Conditional Use Permit for driveway use of the right of way.

The Board of Adjustment, at a public hearing on December 18, 2007, granted a Special Exception to the LMC requirement (15-3-5 (A)) of a maximum grade of 10% within the City's right of way, in this case, the platted Ridge Avenue ROW north of the paved Ridge Avenue. Increasing the driveway slope to 14% (the maximum private driveway slope allowed per City standards) would reduce the eight foot height of the associated retaining walls another 4 feet over the 100 foot length.

On February 13, 2008, the Planning Commission re-opened the public hearing on the Conditional Use Permit for construction of a private driveway in the platted, unbuilt Ridge Avenue right of way. The Planning Commission approved the CUP with conditions that a landscape plan to mitigate the retaining walls and a snow removal plan be submitted with the Steep Slope Conditional Use Permit. A landscape plan is attached and an Encroachment Agreement for a snowmelt system is being reviewed by the City Engineer.

Analysis

The applicant proposes three new homes. The following analysis is for Lot 1 of the King Ridge Estates subdivision. Staff has reviewed the proposed design and made the following LMC and/or plat restriction related findings:

Requirement	LMC Requirement	Proposed
Lot Size	3,750 square feet, <u>minimum</u>	5,902 square feet, <u>complies</u>
Building Footprint	2,118 square feet, <u>maximum</u>	2,117 square feet, <u>complies</u>
Front (LMC)and Rear (Plat)Yard	15 feet <u>minimum</u> , 37 feet rear by plat Condition of Approval requiring "substantial compliance"	15 feet front 37 feet rear, <u>complies</u>
Side Yard	5 feet <u>minimum</u> Total of 10 feet	5 and 5 feet <u>complies</u>

Height	27 feet above existing <u>maximum</u> . Front/Garage element only can exceed height with CUP approval.	Requesting exception for garage/entry only.
Parking	2	Two separate interior spaces, 12x20 total <u>complies</u>

Section 15-2.1-6 of the LMC provides for development on steep lots in excess of one thousand square feet (1,000 sq. ft.) within the HRL zone, subject to the following criteria:

Criteria 1: Location of Development. Development is located and designed to reduce visual and environmental impacts of the structure.

NO UNMITIGATED IMPACTS

The proposed house is located on the south lot of the three lot King Ridge Estates subdivision. As such it is the least prominent of the three when viewed from the north and the most prominent viewed from the south (coming up Ridge Avenue from the south). The subdivision sits on a minor ridge between Empire Canyon (Daly Avenue) and the Woodside Gulch. The Anchor Development subdivision sits immediately to the north and only one house out of four has been built. The three other homes, when constructed, would substantially alter the visual prominence of the homes in this subdivision. Another subdivision has been approved to the south along Ridge Avenue. The house at 147 Ridge across the road is substantially higher in elevation. The plat restricted any disturbance to at least thirty feet away from the eastern property line, creating both a visual buffer and a landscaped area to absorb runoff and control construction impacts.

Criteria 2: Visual Analysis. The applicant must provide the Planning Department with a visual analysis of the project from key Vantage Points to determine the potential impacts of the project.

NO UNMITIGATED IMPACTS

The proposed building is in an area of Ridge and Daly Avenues and King Road where there are both larger contemporary buildings and smaller historic homes. The applicant has submitted a streetscape of the three proposed buildings demonstrating the visual impacts of the buildings as viewed from the west. The project site is not visible from the LMC-defined Vantage Points. The home is proposed south of the other houses within this development. The applicant has also prepared a scale model of the development that will be presented to the Planning Commission.

Criteria 3: Access. Access points and driveways must be designed to minimize grading of the natural topography and to reduce overall building scale.

NO UNMITIGATED IMPACTS

Each of the three homes will take access from a driveway located on platted, but unbuilt Ridge Avenue. A CUP has been approved by the Planning Commission on February 13, 2008, to allow for the utilization of the right of way. The maximum slope of the

driveway in Ridge Avenue was subject to a special exception granted by the Board of Adjustment on December 18, 2007. The slope was increased to allow for less retaining walls and to more closely match the underlying topography. A landscape plan has been submitted that includes landscaping in front of the retaining walls.

Criteria 4: Terrace. The project must provide terraced retaining structures to regain natural grade.

NO UNMITIGATED IMPACTS

The lot is steeply sloped from top to bottom, and will require significant excavation during construction. To minimize the amount of grading necessary, stepping of the foundation will be necessary. Prior to the issue of any building permits, the Chief Building Official will require the applicant to submit a detailed shoring plan to be reviewed for compliance with the International Building Code. This shoring plan will be included in the building permit plans that will be reviewed by the Chief Building Official and City Engineer prior to the issue of a building permit. No soil nails will be approved across property lines. Natural grade is generally reintroduced as the building steps without the need for additional retaining walls. A set of boulder retaining walls to the north are proposed to bury the lowest story of the building.

Criteria 5: Building Location. Building, Access and infrastructure must be located to minimize cut and fill that would alter the perceived natural topography of the site.

NO UNMITIGATED IMPACTS

The building is proposed on a lot that is steep throughout. Access to the lot will come from the highest point on the lot's frontage, and all utilities and infrastructure are installed from the street through the driveway. A storm drain line runs along the north edge of the subdivision and through an easement connecting to Daly Avenue.

Criteria 6: Building Form and Scale. Where building masses orient against the Lot's existing contours, the structures must be stepped with the grade and broken into a series of individual smaller components that are compatible with the District.

NO UNMITIGATED IMPACTS

The building steps with the land. There are four stories proposed with the lowest story buried except for the eastern face. Each story steps from 14 feet to 19 feet back from the previous story and the building mass and roofs step in a similar manner.

Criteria 7: Setbacks. The Planning Commission may require an increase in one or more setbacks to minimize the creation of a wall effect along the Street front and/or rear Property Line. The Setback variation will be a function of the building, site constraints, proposed Building scale, and Setbacks on adjacent Structures.

NO UNMITIGATED IMPACTS

The approved plat required the front entry/garages to be at the front setback and also required that a 30-foot non-disturbance area be noted on the plat to the rear (east) of each of the buildings. In addition, the plat required substantial compliance with the

building locations shown, in this case 37 feet from the rear property line. Shown is a building 37 feet from the property line.

Criteria 8: Dwelling Volume. The maximum volume of any structure is a function of the Lot size, Building height, setbacks and provisions set forth in this Chapter. The Planning Commission may further limit the volume of a proposed structure to minimize its visual mass and/or to mitigate difference in scale between a proposed structure and existing structures. NO UNMITIGATED IMPACTS

The design is compatible with the volume of the contemporary single family homes in the area. There are a few smaller historic homes to the west and south. The house at 147 Ridge is currently under review for a substantial addition. The King Ridge Estates homes meet the minimum requirements for height, setbacks and footprint for a single family home in the HRL zone as further restricted by the plat approval.

Criteria 9: Building Height (Steep Slope). The maximum Building Height in the HRL District is twenty-seven feet (27'). The Planning Commission may require a reduction in Building Height for all, or portions, of a proposed structure to minimize its visual mass and/or to mitigate differences in scale between a proposed structure and existing residential structures.

NO UNMITIGATED IMPACTS

The proposed height of the building is at or below the 27-foot height restriction with the exception of the entry/garage element. The applicant is seeking an exception to the required height for the entry/garage. The plat approval limited this element to 18-feet in height from the garage floor for the minimum depth (20-feet interior) required for a garage.

Criteria 10: Height Exceptions (Steep Slope). The Planning Department and/or the Planning Commission may grant a Building Height exception for a portion or portions of a proposed structure if the applicant proves compliance with each of the criteria. The applicant is requesting a height exception. Exceptions to the required height limits are subject to the following criteria.

(c) The Height exception does not result in a Height in excess of forty feet (40').

The applicant is requesting that the Planning Commission grant an extra nine feet of height for a total of 36 feet above existing grade for a gabled roof on the rear (east) side of the garage/entry. This dormer provides natural light into the stairway to the lower levels. The main ridge over the garage/entry is roughly parallel to the underlying grade and is 34 feet at the maximum above the existing grade.

(b) The proposed Building includes horizontal and vertical step backs to achieve increased Building articulation and Compatibility.

Staff finds the building to be well articulated with each level stepping back from the one below from 14 to 19 feet.

(c) The proposed design and articulation of the Building mass mitigates the project's visual impacts and differences in scale between the proposed Structure and nearby residential Structures.

The proposed building is located in an area of Old Town with a number of both contemporary and historic structures. The proposed structure is similar in scale to the two other proposed buildings. The historic house across Ridge Avenue at 147 Ridge has a substantial addition currently under review. During the plat review, a study of the HRL properties in this area and HR-1 properties on lower Daly Avenue found substantial differences in house sizes. In making a finding for compatibility with the surrounding structures, the City limited the Gross Floor Area to 143% of the footprint.

(d) Snow release issues are resolved to the satisfaction of the Chief Building Official.

There are no snow release issues based on the design of this home and the setbacks between properties.

(e) A Height reduction in other portions of the Building and/or increased Setbacks are incorporated.

There is a substantial increase in the rear (east) setback.

(f) The Height exception is not granted primarily to create additional Building Area.

The proposed height is for the construction of the garage/entry in a single story with a compatible roof pitch. The height is limited by the plat requirements of 18 feet from the garage floor and no more than the minimum depth for a Code compliant garage.

(g) The Height exception enhances the Building's Compatibility with residential Structures by adding architectural interest to the garage element, front facade, porch, or other Building element.

The proposed roof pitch is 8:12. This pitch is compatible with steeper pitches found historically. The structure is proposed to be made of wood with stone foundation veneer and wood carriage-style garage doors. A front porch is proposed.

(i) The Height exception is Compatible with good planning practices and good Site design.

The increased height is the minimum necessary to construct a compatible structure on a steep lot. A desirable 8:12 roof pitch is proposed.

(j) The Height increase will result in a superior plan and project.

The proposed building will create a structure that is taller than otherwise would be allowed in the HRL zone. However, the need for a height exception was identified

during the plat amendment process and limits were put on the property as to extent that a height exception can be granted.

Department Review

This project has gone through an interdepartmental review. No further issues were brought up at that time. A final utility plan has been with the plat amendment and which shall have been approved by the City Engineer prior to plat recordation. An Encroachment Agreement with the City Engineer has been submitted. A landscape plan for the wall in the Ridge Avenue right-of-way is attached with this report.

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 on this proposal has been received related to this CUP.

Alternatives

- The Planning Commission may approve the Conditional Use Permit as conditioned or amended, or
- The Planning Commission may deny the Conditional Use Permit and direct staff to make Findings for this decision, or
- The Planning Commission may continue the discussion on the Conditional Use Permit.

Significant Impacts

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

Consequences of not taking the Suggested Recommendation

The house could not be constructed as designed.

Recommendation

Staff recommends that the Planning Commission review the proposed steep slope CUP for construction on a slope greater than 30% as a consent agenda item. Staff has prepared draft findings of fact, conclusions of law and conditions of approval in this staff report.

Findings of Fact:

1. The property is located at 166 Ridge Avenue (formerly 255 Ridge).
2. The zoning is Historic Residential Low density (HRL).
3. The approved plat combined lots 35-40 and 66-71, portions of lots 33 and 34 Block 75 of the Millsite Reservation to Park City, and the vacated half of Anchor Avenue adjacent to these lots into three lots of record and a parcel dedicated to Park City.
4. Access to the lots is via a private driveway in platted, but unbuilt Ridge Avenue north of the switchback.

5. A variance was granted by the Board of Adjustment for a 14% driveway slope within the unbuilt Ridge Avenue right of way.
6. The Planning Commission previously approved a CUP for a driveway in a platted, unbuilt City right of way.
7. The minimum front yard setback for a lot of this size is 15 feet. The applicant proposes a 15 foot front yard setback.
8. The minimum rear yard setback is 15 feet. The applicant proposes 37.7 feet. The plat approval required substantial compliance to conceptual plans showing a 37 foot rear setback.
9. The minimum side yard setback is five feet. The applicant proposes five feet on the south side and five feet on the north side.
10. The minimum number of on-site parking spaces required for a single-family home in the HRL zone is two.
11. The applicant is proposing two on-site parking spaces within a minimum sized garage.
12. A plat note limited the maximum house Floor Area, as defined by the Land Management Code, to approximately 143% of the maximum footprint area or 3,030 square feet on Lots 1, 2, and 3.
13. The proposed above-grade Floor Area is 3,016 square feet.
14. The maximum footprint for this lot based on the plat approval is 2,117 square feet.
15. The proposed footprint is 2,117 square feet.
16. The Maximum height for a single-family home in the HR-1 zone is 27 feet above existing grade, unless the Planning Commission grants an exception. The plat approval stipulated that only the garage/entry could be granted an exception and that is for a minimum depth garage and a compatible roof pitch with a ridge elevation no greater than 18 feet above the garage floor.
17. A height exception is requested.
18. A snowmelt system requiring an Encroachment Agreement is proposed within the Ridge Avenue right of way.
19. The staff findings in the Analysis section are incorporated herein.

Conclusions of Law:

1. The CUP, as conditioned, is consistent with the Park City Land Management Code, specifically section 15-2.1-6(B)
2. The CUP, as conditioned, is consistent with the Park City General Plan.
3. The proposed use will be compatible with the surrounding structures in use, scale, mass and circulation.
4. The effects of any differences in use or scale have been mitigated through careful planning.

Conditions of Approval:

1. All Standard Project Conditions shall apply.
2. City approval of a construction mitigation plan is a condition precedent to the issuance of any building permits.

3. City Engineer review and approval of all appropriate grading, utility installation, public improvements and drainage plans for compliance with City standards is a condition precedent to building permit issuance.
4. An Encroachment Agreement for the snowmelt system is required.
5. A final landscape plan shall be submitted for review and approval by the City Landscape Architect, prior to building permit issuance.
6. No building permits shall be issued for this project unless and until the design of the house is reviewed and approved by the Planning Department staff for compliance with the Historic District Design Guidelines.
7. The garage door shall be a "carriage" style door made of wood.
8. As part of the building permit review process, the applicant shall submit a certified topographical survey of the property with roof elevations over topographic and U.S.G.S. elevation information relating to existing grade as well as the height of the proposed building ridges.
9. Prior to the issue of a building permit the applicant shall submit a detailed shoring plan with calculations that is prepared, stamped, and signed by a licensed structural engineer.
10. This approval will expire on June 11, 2009, if a building permit has not been issued.

Exhibits

Exhibit A – Site plan, floor plans, and elevations

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