



**PARK CITY COUNCIL MEETING  
SUMMIT COUNTY, UTAH  
July 9, 2015**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, July 9, 2015.

**10:00 AM- A majority of the City Council will attend a presentation and tour of the Recycle Utah Recycling Center located at 1951 Woodbine Way, Park City.**

**3:00 PM HISTORIC PRESERVATION AND PUBLIC ART ADVISORY BOARD  
INTERVIEWS**

- |                                           |      |
|-------------------------------------------|------|
| 1. Historic Preservation Board Interviews | PG 3 |
| 2. Public Art Advisory Board Interviews   | PG 7 |

**CLOSED SESSION**

4:00 pm To discuss Property, Personnel and Litigation

**WORK SESSION**

5:45 pm Council Questions and Comments and Manager's Report PG 9

***Manager's Reports Included are: AED Update, Main Street Parking, What's Next Park City, Special Events Advisory Committee Additional Stakeholder and Citizen Budget***

**REGULAR MEETING**

6:00 PM

- I. ROLL CALL**
- II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF**
- III. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)**
- IV. APPOINTMENTS AND RESIGNATIONS**
  - 1. Consideration of the Following Special Events Advisory Committee (SEAC) Appointments: Melanie Owen and Cheryl Fox with Terms Expiring June, 2017 and Maria McNulty and Sarah Klingenstein with Terms Expiring June, 2018.
- V. CONSENT AGENDA**

1. Consideration of Awarding the 2015 Short Range Transit Development Plan Contract to KFH Group, in the Amount of \$78,680, in a Form Approved by the City Attorney. PG 18

2. Staff Recommends Council Authorize a Construction Agreement with Calgon Corporation for the Replacement, Disposal, and Installation of New Granular Activated Carbon at the Quinn's Water Treatment Plant in an Amount of \$95,916 in a form approved by the City Attorney. PG 28

3. Consideration of a Contract with Gillig Corporation, in a Form Approved by the City Attorney, for the Purchase of Eleven (11) Low Floor Buses and One (1) Trolley, with Options to Purchase Twenty-Eight (28) Additional Buses During a Five (5) Year Option Period (Attached) In an Amount of \$1,391,252.00 PG 33

## **VI. NEW BUSINESS**

1. Consideration of the Hewtex Subdivision Plat Amendment Located at 125 Norfolk Avenue, Park City, Utah Pursuant to Findings of Fact, Conclusions of Law and Conditions of Approval in a Form Approved by the City Attorney. PG 52

### ***Public Hearing/Action***

2. Consideration of an Amendment to the 02-15 Housing Resolution PG 76

### ***Public Hearing/Action***

## **VII. ADJOURNMENT**

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4 p.m. to 9 p.m. Posted: 07/06/15 See: [www.parkcity.org](http://www.parkcity.org)



**DATE: July 9, 2015**

**TO HONORABLE MAYOR AND COUNCIL**

City staff is requesting Council direction and consideration regarding the appointment of four (4) individuals to the Historic Preservation Board. The appointments are full terms that will expire May 2018. As you know, the Historic Preservation Board members have special priorities and qualifications, which are outlined in Section 15-11-2 (B) of The Land Management Code:

“Members of the HPB shall serve terms of three (3) years. The terms shall be staggered. Terms may expire May 1, however, members of the HPB shall continue to serve until their successors are appointed and qualified.”

“It is the first priority of the City Council that the HPB have technical representation in Historic Preservation, therefore, when vacancies occur and if appropriate, it shall be the first consideration of the City Council to ensure that there is a licensed architect, or other professional having substantial experience in rehabilitation-type construction, serving on the HPB, and secondly that there is representation from the Park City Historical Society.”

Thank you for your consideration.

**Respectfully:**

Louis Rodriguez, Planning Analyst II

# Historic Preservation Board

## Board Information

### Historic Preservation Board

|                 |                     |          |
|-----------------|---------------------|----------|
| Puggy Holmgren  | Term: 09/14 – 09/17 |          |
| Marian Crosby   | Term: 07/12 – 05/15 | Eligible |
| Lola Beatlebrox | Term: 09/14 – 09/17 |          |
| David White     | Term: 07/12 – 05/15 | Eligible |
| Cheryl Hewett   | Term: 09/14 – 09/17 |          |
| John Kenworthy  | Term: 07/12 – 05/15 | Eligible |
| Hope Melville   | Term: 07/12 – 05/15 | Eligible |

There are four (4) seats on the Historic Preservation Board for full terms expiring May 2018. Existing Historic Preservation Board members David White and Hope Melville have requested to be reappointed. Board members are not required to be residents of Park City.

The Historic Preservation Board members have special priorities and qualifications outlined in Section 15-11-2 (B) of The Land Management Code:

“Members of the HPB shall serve terms of three (3) years. The terms shall be staggered. Terms may expire May 1, however, members of the HPB shall continue to serve until their successors are appointed and qualified.”

“It is the first priority of the City Council that the HPB have technical representation in Historic Preservation, therefore, when vacancies occur and if appropriate, it shall be the first consideration of the City Council to ensure that there is a licensed architect, or other professional having substantial experience in rehabilitation-type construction, serving on the HPB, and secondly that there is representation from the Park City Historical Society.”



**TITLE 15 - LAND MANAGEMENT CODE (LMC)**  
**CHAPTER 11 - HISTORIC PRESERVATION**

*Chapter adopted by Ord. No. 02-07;  
Chapter Amended in Entirety by Ord. No.  
03-34*

**CHAPTER 11 – HISTORIC  
PRESERVATION**

**15-11-1. ESTABLISHMENT OF  
BOARD.**

Pursuant to the Historic District Act, Section 11-18-1, et seq. of the Utah Code, 1953, and other applicable power, there is hereby created a Park City Historic Preservation Board (HPB). The HPB shall be composed of seven (7) members.

*(Amended by Ord. No. 06-69)*

**15-11-2. TERMS AND  
QUALIFICATIONS OF MEMBERS.**

Members of the HPB shall serve terms of three (3) years. The terms shall be staggered. Terms may expire on May 1, however, members of the HPB shall continue to serve until their successors are appointed and qualified.

(A) The Mayor shall appoint a new HPB member to fill vacancies that might arise

and such appointments shall be to the end of the vacating member's term.

(B) It is the first priority of the City Council that the HPB have technical representation in Historic preservation, therefore, when vacancies occur and if appropriate, it shall be the first consideration of the City Council to ensure that there is a licensed architect, or other professional having substantial experience in rehabilitation-type construction, serving on the HPB, and secondly that there is representation from the Park City Historical Society. After being notified by the City of a vacancy, at least two (2) nominations shall be rendered to the City Council by the Park City Historical Society if it desires to participate in the Application process.

(C) In addition, the HPB should include members with the following qualifications, or representing the following interests:

(1) A member recommended by or associated with the Utah State Historical Society or Utah Heritage Foundation.

(2) A member living in the Historic District with demonstrated

interest and knowledge of Historic preservation.

(3) A member appointed at large from Park City with demonstrated interest and knowledge of Historic preservation.

(4) A member associated with Main Street Business and commercial interests.

### 15-11-3. ORGANIZATION.

(A) **CHAIR**. The HPB shall elect one of its members to serve as Chair for a term of one (1) year at its first meeting following the expiration of terms and appointment of new members. The Chair may be elected to serve for one (1) consecutive additional term, but not for more than two (2) successive terms. If the Chair is absent from any meeting where a quorum would otherwise exist, the members may appoint a Chair Pro Tem to act as Chair solely for that meeting.

(B) **QUORUM**. No Business shall be conducted without a quorum at the meeting. A quorum shall exist when the meeting is attended by four (4) of the appointed members, including the Chair or Chair Pro Tem.

(C) **VOTING**. All actions of the HPB shall be represented by a vote of the membership. A simple majority of the members present at the meeting in which action is taken shall approve any action taken. The Chair may vote at the meetings.

*(Amended by Ord. Nos. 07-34; 09-10; 11-05)*

### 15-11-4. ABSENCE DEEMED RESIGNATION OR GROUNDS FOR REMOVAL.

Any HPB member who is absent from two (2) consecutive regularly scheduled Board meetings, or a total of four (4) regularly scheduled meetings per calendar year may be called before the City Council and asked to resign or removed for cause by the Council. Members of the HPB are not required to reside within the City limits, however, the majority of the members shall reside in Park City.

### 15-11-5. PURPOSES.

The purposes of the HPB are:

(A) To preserve the City's unique Historic character and to encourage compatible design and construction through the creation, and periodic update of comprehensive Design Guidelines for Park City's Historic Districts and Historic Sites;

(B) To identify as early as possible and resolve conflicts between the preservation of cultural resources and alternative land Uses;

(C) To provide input to staff, the Planning Commission and City Council towards safeguarding the heritage of the City in protecting Historic Sites, Buildings, and/or Structures;

(D) To recommend to the Planning Commission and City Council ordinances that may encourage Historic preservation;



**DATE: July 9, 2015**

**TO HONORABLE MAYOR AND COUNCIL**

On June 18, 2015, City Council conducted several interviews for the Public Art Advisory Board (PAAB). Staff recommends holding one additional applicant interview on July 9, 2015, and direction on the following positions to be filled:

- Appoint three (3) members to serve a two (2) year term, expiring after June 2017;
- Appoint one (1) member to serve out the vacant term, expiring after June 2016; and
- Appoint student(s) to serve as student liaisons to the board, expiring after June 2016.

**Respectfully:**

Jennifer Diersen,

To: Mayor and City Council  
From: Jenny Diersen & Jason Glidden, PAAB Liaisons  
Subject: Public Art Advisory Board (PAAB) Interviews  
Date: Thursday, July 9, 2015

Three terms on the Public Art Advisory Board (PAAB) expire in June. An additional current term is open as a result of one Board member who has had to leave the position early due to a change in life circumstances. We noticed the vacancies on the City's website, through the Park City Summit County Arts Council, and by sending out notice to our contact list and received several applications.

In addition to the interviews already held, we have one additional interview on July 9 prior to seeking your final direction on the following appointments:

- Appoint three (3) members to a serve two (2) year terms expiring after June 2017.
- Appoint one (1) member to serve-out the vacant term, expiring after June 2016.
- Appoint student(s) to serve as a Student Liaison(s) to the Board.

As in the past, we have provided sample questions for your consideration. Please advise if you would like hard copies of this packet.



## MANAGER'S REPORT – 7/9/2015

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**Submitted by:** Hugh Daniels  
**Subject:** Automatic External Defibrillator (AED) Program

An Automated External Defibrillator (AED) is a portable electronic device that automatically diagnoses life-threatening cardiac arrhythmias and is able to treat them through defibrillation. The application of this electrical therapy can stop the arrhythmia and allow the heart to reestablish an effective rhythm.

Park City Municipal Corporation started adding Automatic External Defibrillators (AEDs) to its buildings in 2005 with the purchase of four units. Since that time, the City has added new AEDs periodically to additional City buildings and police officer patrol vehicles through grants and City funds. In 2011, the Emergency Manager took over the AED program and continued to look for opportunities to broaden the program, including revising the policy. In 2014, the new Citywide Safety Committee assumed oversight.

Over the last ten years, City AEDs have been used numerous times to treat patients who were in cardiac arrest both by police and City staff. One of the most recent cases was at the PC MARC where a young man in his 20s suffered a sudden cardiac arrest and was saved by Recreation staff using an AED.

The City now has 26 AEDs in eight buildings and ten police patrol vehicles. In addition, we are in the process of installing three public location AEDs in a test program that came out of the recent City Tour to Vail, CO. Park City and the Park City Fire District plan to install three AEDs in park and trailhead locations later this summer. The Safety Committee is also looking at adding six additional locations this year to continue to bolster our AED program.

Department staff does regular inspections and testing of the equipment. Recreation staff conducts regular First Aid/CPR/AED training classes and all employees are encouraged to complete the classes. It is the Safety Committee's goal to have a wide cadre of trained staff in all departments.

The following table shows current locations of AEDs in our program:

| <b>Building</b> | <b>Location</b>                                                                                    |
|-----------------|----------------------------------------------------------------------------------------------------|
| Ice Arena #1    | Center of Lobby mounted on wall near center door                                                   |
| Ice Arena #2    | Behind front desk, west of door that divides the offices from lobby, at west end of the front desk |
| Golf Pro Shop   | Located behind front desk in Golf Shop in cupboard                                                 |
| PC MARC #1      | Lobby - Mounted and on the west wall                                                               |

|                                   |                                                                                        |
|-----------------------------------|----------------------------------------------------------------------------------------|
| PC MARC #2                        | Fitness Area-Upstairs mounted on the wall behind the fitness desk, behind the elevator |
| PC MARC #3                        | Indoor Tennis Courts- Mounted on column between courts two and three                   |
| Rec Building City Park            | Behind front desk                                                                      |
| City Hall #1                      | Cabinet on third floor wall outside Executive Offices                                  |
| City Hall #2                      | Cabinet on first floor all outside Council Chambers                                    |
| Public Works #1 - Admin           | Cabinet located in hallway connecting Fleet and Admin on north wall                    |
| Public Works #2 - Fleet new       | Cabinet located on the wall by the parts room in the shop addition                     |
| Public Works # 3 - Three Kings on | Cabinet located on the wall near the drench shower the Parks side                      |
| Library #1 - First Floor          | Left column at front desk as you enter Library                                         |
| Library #2 - Second Floor         | North wall across from stairs next to customer service desk                            |
| Library #3 - Third Floor          | West wall next to north doors to the auditorium                                        |
| Public Safety Building the        | Cabinet located in the Lobby on the south wall near secure door                        |
| Police #1-5                       | Sergeant's Vehicles                                                                    |
| Police #6-10                      | Patrol Vehicles                                                                        |

**Respectfully:**

Hugh Daniels, Emergency Manager



## **MANAGER'S REPORT – 7/9/2015**

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**Submitted by:** Brian Andersen  
**Subject:** Main Street Parking Space Inventory History

Recently, City Council requested an update regarding the changes in the inventory of Main Street public parking spaces. The information below is a brief summary of some of the inventory changes that have taken place in recent years:

1. In 2006, the China Bridge parking structure was expanded, adding approximately 250 spaces;
  - a. Subsequently, the shell space building, where KPCW and the State liquor store reside, resulted in a reduction of 10 parking spaces;
2. Main Street pedestrian and public safety enhancements, such as bulb-outs and crosswalks, have resulted in a loss of 8 parking spaces; and
3. The current Swede Alley plaza project displaced 4 spaces.

As you know, staff is currently engaged in a comprehensive parking study with nationally acclaimed parking and transportation firm, Nelson Nygaard. The focus is to create a comprehensive Parking Management Plan to increase the efficiency of our existing programs and infrastructure in and around Old Town and on Historic Main Street.

City staff will continue to be vigilant when considering Main Street projects so that any loss of parking is prevented or minimized, and we are excited to create and share a new Parking Management Plan for Old Town.

**Respectfully:**

Brian Andersen, Parking and Fleet



## **MANAGER'S REPORT – 7/9/2015**

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**Submitted by:** Phyllis Robinson  
**Subject:** What's Next Park City

### What's Next Park City Summary:

Park City kicked off community conversations about What's Next Park City with a set of presentations about growth pressures in the state, region and the city. This meeting, attended by 167 persons, was held at the Santy Auditorium on June 15. Robert Grow, President and CEO for Envision Utah, provided an overview of state and regional population projections, provided a high level overview of 'Your Utah Your Future' survey and discussed growth pressures for Park City to consider. Mayor Jack Thomas and Councilmember Tim Henney provided historical perspectives on our growth patterns, some of the intentional choices we made as a community to create a mountain resort destination, and shared forward looking projections on entitled and anticipated growth in Park City. Following the presentation, the community was invited to post comments to three questions: What does the word growth mean to you? What's missing from Park City? What are your ideas or questions?

The materials from this meeting, including an audio/visual recording of the meeting, were posted to an informational page on the City's website at [www.parkcity.org](http://www.parkcity.org) <<http://www.parkcity.org>>. The three questions posed during the June 15 meeting can also be answered on our website via a survey link. The survey will remain open through the end of July.

The kick-off meeting at the Santy was designed as a presentation rather than a forum with a large group Question & Answer session. The goal of the meeting was to provide community members with baseline information about projected growth and use that as a springboard for future conversations.

The following week, the public was invited to join the Mayor and Councilmembers at smaller community conversations throughout town. These small group meetings provided a more comfortable and less formal environment for community members to ask questions, provide feedback and engage in a conversation with elected officials and neighbors. Staff collected pages and pages of comments, questions and ideas at these meetings. Seventy-six community members attended the smaller community conversations and, approximately fifty percent had attended the large June 15 meeting or reviewed the materials on-line.

### Next Steps:

**Compilation.** We are in the process of transcribing all of the comments collected after the June 15 meeting, at the community conversations and through the on-line survey. The comment cards from the June 15 meeting and the community conversations will be transcribed by July 10. Survey data will continue to be added as it is received.

**Analysis.** Once the comments are transcribed, staff will begin an analysis of the data to identify common themes and questions. This will allow us to (1) identify immediate follow-up in terms of responding to questions for specific information, and (2) design options for an extended community engagement process.

**Council Direction.** Staff considers the June meetings as the kick-off for an extended, intentional

community conversation designed to help inform a roadmap for Park City as we move forward with implementation of the goals of the General Plan. Staff will schedule a follow up study session with City Council to discuss its interest in an extended community engagement program, along with program goals and other ideas. Potential dates include the Council Mid-Year Retreat on August 5 or a Study Session on August 6 or 13.

**Respectfully:**

Phyllis Robinson, Public & Community Affairs Manager



## **MANAGER'S REPORT – 7/9/2015**

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**Submitted by:** Jason Glidden  
**Subject:** Special Event Advisory Committee

On March 19, 2015, City Council authorized staff to notice the formation of the Special Event Advisory Committee (SEAC). SEAC's mission is to provide recommendations and feedback to City Council and staff on:

- **Event Prioritization** - Scoring both existing and new events based on a series of weighted categories.
- **Event Resource Assistance** - Make recommendations on the level of City services to be provided to an event.
- **Event Debrief** - Provide information on event performance once the event is complete

The proposed makeup of SEAC was to include representatives from the following groups/entities:

- Historic Park City Alliance (HPCA)
- Park City Lodging Association
- Park City Restaurant Association
- Park City Chamber of Commerce & Visitors Bureau
- Representatives from Vail Resort & Deer Valley
- Four community at large members

As staff has begun the process of reaching out to the stakeholder groups, a request was made to include the Park City School District on SEAC. After careful consideration, staff felt that this was an important stakeholder group that was inadvertently overlooked and should be on the committee. The School District plays a major role in a large number of special events by hosting various recreational events as well as providing off-site parking. Staff plans to add the Park City School District as a stakeholder to SEAC unless directed differently from City Council.

**Respectfully:**

Jason Glidden, Economic Development Program Manager



## **MANAGER'S REPORT – 7/9/2015**

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**Submitted by:** John Umbel  
**Subject:** Citizens' Budget

This Manager's Report addresses the Fiscal Year 2016 Citizens' Budget that has been recently made available for the public on the City's website.

**Citizens' Budget:** The Citizens' Budget provides residents and other interested parties with a simple, concise, and understandable overview of Park City's budget, how the budget process works and an overview of the services that the City provides. The document addresses two questions: (1.) "How is the City funded?" (2.) "How are those funds spent?"

### **How the City is funded?**

This question is addressed in the Citizens' Budget by explaining the different types of taxes (Property Tax, Sales Tax) and the other revenues (Fees, Grants, Municipal Bonds) the City receives.

### **How are those funds spent?**

This question is addressed first by discussing the Budgeting For Outcomes process to help the public understand the thought process behind the creation of the budget and how it aligns with Council's goals. The document also details big ticket capital projects and includes proposed project start and end dates and associated funding sources.

The Citizen's Budget is now available online, and can be viewed at:

<http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=265>

**Respectfully:**

John Umbel, Budget Analyst



**DATE: July 9, 2015**

**TO HONORABLE MAYOR AND COUNCIL**

Consideration of two appointments to the Special Events Advisory Committee (SEAC) for terms beginning July of 2015 and ending after June of 2017, and two appointments beginning July of 2015 and ending after June of 2018:

- Melanie Owen for a term expiring after June 2017;
- Cheryl Fox for a term expiring after June of 2017;
- Maria McNulty for a term expiring after June of 2018; and
- Sarah Klingenstein for a term expiring after June of 2018.

**Respectfully:**

Jennifer Diersen, Special Events



**DATE: July 9, 2015**

**TO HONORABLE MAYOR AND COUNCIL**

The Current Short Range Transit Development Plan (SRTDP) was last updated in 2011. Many of the recommendations of the previous update were implemented over the past five years. The Short Range Transit Development Plan provides the City with the direction and data needed to help our Transit System meet our needs for the upcoming seven-year period, FY2016 through FY2023, for operations planning, with a longer planning horizon considered for capital items such as bus replacement and facilities.

The study encompasses western Summit County, including Park City and the Snyderville Basin. The Plan also encompasses nearby areas (Towns in North and South Summit County including Kamas and Coalville, Western Wasatch County, including Heber City and Salt Lake City) to the extent of evaluating inter-City transit issues.

Staff has completed the procurement in compliance with City policy and is requesting authorization to execute a contract with KFH Group in the amount of \$78,680.

**Respectfully:**

Blake Foncesbeck, Public Works Director

## City Council Staff Report



**Subject:** Professional Services Contract for  
Consulting Services – Short Range Transit Development Plan  
**Author:** Blake Fonnesebeck, Transit and Public Works Director  
**Department:** Public Works  
**Date:** July 9, 2015  
**Type of Item:** Administrative

### **Summary Recommendations:**

The City Council should consider authorizing the City Manager to sign the Service Provider/Professional Services Agreement with KFH Group for professional services related to the preparation of a Short Range Transit Development Plan for the Park City Transit System in the amount of \$78,680, in a form to be approved by the City Attorney.

### **Executive Summary:**

The current Short Range Transit Development Plan was last updated in 2011. Many of the recommendations of the update were implemented over the past five years. The Short Range Transit Development Plan provides the City with the direction and data needed to help the transit system meet the needs for the upcoming seven-year period, FY 2016 through FY 2023, for operations planning with a longer planning horizon considered for capital items such as bus replacement and facilities.

The study encompasses Western Summit County including Park City and the Snyderville Basin. It also encompasses nearby areas (towns in North and South Summit County including Kamas and Coalville, western Wasatch County including Heber City, and Salt Lake City) to the extent of evaluating inter-city transit issues.

Staff has completed the procurement in compliance with City policy and is requesting authorization to execute a contract with KFH Group in the amount of \$78,680.

### **Acronyms:**

No acronyms were used in the writing of this report.

### **Background:**

The Short Range Transit Development Plan is a tool that is used to define the needs of the Transit system over the next five to seven years. The document and data provide the basis for grant funding requests for capital equipment and facilities. Examples of items that were implemented from the last short range transit plan are the need for the Avail real time bus tracking system, route changes and options for bus routing, and the PC Connect service from Salt Lake City. Some recommendations from the current short range plan that were delayed due to the previous slowdown in the economy were a Shoppers Shuttle in Kimball Junction and the Kimball Junction Transit Center.

This new Short Range Transit Development Plan comes at a critical juncture in the transit system considering the City Council's high priority placed on Transportation. In addition, growth and its demand on the transportation system will require an increased focus on improving the current transit system. This plan will address current and future ridership, existing and new routes, and infrastructure needed for the 2016 to 2023 time frame. With the recommendations from this new plan, we will be able to have the background, data, and plan needed to apply for the additional grant funding required to advance the transit system.

**Analysis:**

A request for qualifications/proposals for consulting services was published in the Park Record and the Salt Lake Tribune in March, with proposals due on May 1st. Additionally, the Request for Proposal was posted on the City's website, e-notify and Utah Legal website. The City received five proposals from the following companies:

- LSC Transportation Consultants
- Innis Consulting Group
- Martelly Associates – SGI Partners
- IBI &PMC
- KFH Group

A review committee was formed with the following participation:

1. Blake Foncesbeck (Transit and Public Works Director)
2. Darren Davis (Transit Supervisor)
3. Alfred Knotts (Transportation Planning Manager)
4. Brooks Robinson (Senior Transportation Planner)
5. Derrick Radke (Summit County Public Works Director)

The review committee evaluated each firm according to a list of criteria including:

1. The qualifications of the proposing firm:
  - a) the experience of the firm in related projects, especially a listing of previously completed projects,
  - b) a description of the experience and technical competence of specific staff members to be assigned to the project,
  - c) a specification of the specific individuals who will have major responsibilities for the study and the commitment of time to the project for each,
  - d) a full description of the background of the project manager with a specific commitment of time.
2. A work program describing the steps to be completed in the study. The work program included estimated man hours by personnel category for each task. The Scope of Work described the basic work to be accomplished.

3. A schedule was required with calendar time required to complete each work element and a completion date for each major milestone in the project. The consultant must complete the Plan by January 31, 2016, including adoption by City Council unless an extension is negotiated and approved by the City.
4. Three recent references for similar projects performed by the proposed team members.
5. Other factors deemed relevant by the selection committee, including but not limited to the nature and extent of requested changes to our standard contract (i.e. unwillingness to comply with out insurance/indemnity provision counts against a bidder.)
6. Cost Summary. Cost of providing the services will be a consideration, however, price may not be the sole deciding factor.

The selection committee carefully reviewed and ranked the proposals. The committee then scheduled interviews with the top three firms below:

1. LSC Transportation Consultants
2. KFH Group
3. IBI &PMC

The selection committee met with the top three firms on May 18<sup>th</sup> by conference call. During the conference call each firm was asked several prepared questions to determine which firm would meet the needs of the plan.

Based on the ranking and subsequent discussion of the interview committee, the KFH Group proposal was selected as the best choice for providing professional services to the City on this project.

**Scope of Project:**

The Scope of Work for the Short Range Transportation Development Plan is attached to the back of this report.

**Department Review:**

This report has been reviewed by Transit; Public Works, City Manager, and the City Attorney's office. Any comments received have been incorporated into this report.

**Alternatives:**

A. Approve:

The City Council should consider authorizing the City Manager to sign the Service Provider/Professional Services Agreement with KFH Group for professional services related to the preparation of a Short Range Transit Development Plan in the amount of \$78,680 in a form to be approved by the City Attorney.

**This is staff's recommendation.**

**B. Deny:**

City Council could deny the request and authorize Staff to re-advertise the project or cancel the project altogether. This is not recommended as the selected firm is providing the work at a reasonable cost and met all of the criteria of the proposal. Re-advertising may not produce a higher level of submissions than were already presented. Canceling the project could also delay improvements as well as jeopardize Federal Grant funding without the Short Range plan to support grant requests.

**C. Modify:**

City Council could request modifications to the project which would likely need to be re-advertised.

**D. Continue the Item:**

City Council could defer the item to a later date. Delaying to a later date may have an adverse effect on cost and schedule of the project. KFH has set aside this time period for completion of the Plan and they may have to delay the project due to their workload.

**E. Do Nothing:**

City Council could choose to do nothing which would have the same effect as denying the request.

**Significant Impacts:**

|                                                                                    | <b>World Class Multi-Seasonal Resort Destination<br/>(Economic Impact)</b>                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Preserving &amp; Enhancing the Natural Environment<br/>(Environmental Impact)</b>                          | <b>An Inclusive Community of Diverse Economic &amp; Cultural Opportunities<br/>(Social Equity Impact)</b> | <b>Responsive, Cutting-Edge &amp; Effective Government</b>                                                                                                                                                                                                        |
|------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Which Desired Outcomes might the Recommended Action Impact?                        | <ul style="list-style-type: none"><li>+ Accessible and world-class recreational facilities, parks and programs</li><li>+ Balance between tourism and local quality of life</li><li>+ Accessibility during peak seasonal times</li><li>+ Safe community that is walkable and bike-able</li><li>+ Well-utilized regional public transit</li><li>+ Multi-seasonal destination for recreational opportunities</li><li>+ Internationally recognized &amp; respected brand</li></ul> | <ul style="list-style-type: none"><li>+ Reduced municipal, business and community carbon footprints</li></ul> | <ul style="list-style-type: none"><li>+ Shared use of Main Street by locals and visitors</li></ul>        | <ul style="list-style-type: none"><li>+ Fiscally and legally sound</li><li>+ Well-maintained assets and infrastructure</li><li>+ Streamlined and flexible operating processes</li><li>+ Ease of access to desired information for citizens and visitors</li></ul> |
| Assessment of Overall Impact on Council Priority ( <i>Quality of Life Impact</i> ) | Very Positive<br>                                                                                                                                                                                                                                                                                                                                                                           | Positive<br>               | Positive<br>           | Very Positive<br>                                                                                                                                                            |
| <b>Comments:</b>                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                               |                                                                                                           |                                                                                                                                                                                                                                                                   |

**Funding Source**

Funding for this study comes from 80% Federal Funding, 20% Transit Fund.

**Consequences of not taking the recommended action:**

The City has traditionally taken a proactive stance in trying to solve problems before they become critical. Transportation and the moving of more people efficiently in and through town could quickly approach critical levels during peak times and will continue to be a social, economic, and political issue in the coming years. Lack of a Short Range Transit Development Plan may affect the City's ability to show the need for future Federal Transit Grants. The absence of these funds could significantly affect operations and capital purchases needed to continue to maintain and advance current transit service levels.

**Recommendation:**

The City Council should consider authorizing the City Manager to sign the Service Provider/Professional Services Agreement with KFH Group for professional services related to the preparation of a Short Range Transit Development Plan in the amount of \$78,680 in a form to be approved by the City Attorney.

Attachments: Short Range Transit Development Plan; Scope of Work

## **Scope of Work:**

### **Task 1: Evaluate Current Services, Recent Studies and Agreements**

- Existing transit routes compared to adopted performance standards.
- Current route structure and schedules.
- Compare system cost, growth and performance to projections in the 2007 SRTDP.
- Passenger growth trends by type (Commuter, visitor, special events, seasonal, etc).
- System performance during peak demand times.
- Current infrastructure including roads, transit amenities and facilities.
- Review recent transit and traffic related studies that were completed during the last two years for incorporation in the SRTDP update (including Mountain Accord).
- Inventory of current private transportation providers and services in Park City/Summit County area.
- Review park City Municipal Transit Division organizational structure and evaluate staffing levels for future growth.
- Evaluate how current service meets objectives\needs identified for the Mountainlands AOG in the Utah Coordinated Human-Service Transportation Plan. Identify potential opportunities to better meet these needs\objectives.

**Product:** A thorough and up-to-date summary and description of public and private transit services in Park City/Summit County, service area and clients served, and summary of recent transportation/transit plans, studies and agreements.

### **Task 2: Transit Demand Analysis**

- Apply demand estimation techniques to both the general population and to particular market segments including elderly and disabled (ADA), visitors, employment centers, and planned developments.
- Compare demand estimates to observed ridership on transit services in similar regions of the Intermountain West.
- Separate analyses of unmet visitor, resident and employee demand in Park City and Summit County.
- Analysis of inter-city transit demand (towns in North and South Summit County including Coalville and Kamas, Wasatch County including Heber City, and Salt Lake City).
- Impacts on transit demands based on revised infrastructure including park-and-ride lots, parking regulations and demand management programs.
- Estimate growth patterns that can be expected of new and existing services.

**Product:** Transit demand for each of the various market segments will be developed and aggregated in a series of tables, graphs and commentary.

### **Task 3: Analyze Existing Service Performance**

- Conduct a detailed evaluation of existing services including operating costs, number of riders, routes, service miles and hours, headways and remaining capacity of each route.
- Analyze how transit services integrate with City and County economic development (including Special Events) and affordable housing goals.
- Analyze how current routes match to seasonal changes in travel (origin-destination). Provide a data driven recommendation on need for and viability of seasonal route changes to better match seasonal travel patterns.
- Analyze type and size of vehicles being currently utilized to determine if and how smaller (less than 35') vehicles could provide more efficient neighborhood services to move riders to and from service along SR-224 and SR-248.

**Product:** Based upon this evaluation provide a series of tables, graphics and commentary on the strengths and weaknesses of the existing system and why services are performing as observed. The results of Tasks 1, 2 and 3 will be incorporated into Technical Memorandum Number One. A final revised version of this Technical Memorandum will be incorporated into the SRTDP.

**Meeting:** Consultant will review Technical Memorandum #1 with the Joint Transit Authorization Board (JTAB), the citizen advisory committee, and/or a stakeholder committee as well as conduct a public Open House for input on future transit enhancements and priorities.

### **Task 4: Transit Revenue Analysis**

- Evaluate existing and potential revenues sources (City, County, Federal, UDOT, Impact Fees, etc.) and project annual revenues by source and in aggregate.
- Identify existing and potential public/private partnerships that can be fostered to offset or compliment transit services including density or parking requirement incentives.
- Based on demand for additional inter-city services (e.g. Kamas, Heber), create a methodology for calculating appropriate Park City and Counties share of revenues and cost of common transit infrastructure.

**Product:** Summary tables containing transit revenue projections that will be utilized as a reasonable constraint to future transit planning. The results will be included in Technical Memorandum Number Two to be produced at the completion of Task 7.

### **Task 5: Develop and Prioritize Goals and Objectives**

- Review the various feedback from JTAB, stakeholders, and the public Open House.

- Assist in development of an efficient/effective Public Involvement Plan to be implemented by the City/Counties as part of the study.
- Update “mission statement” for transit along with supporting goals and objectives that addresses the appropriate balance between visitor-oriented services and local-oriented services.
- Appropriate role and resource allocation in facilitating or providing inter-city or more regional bus services. Establish threshold for providing service.
- Transit mode share goals.
- Protocol for evaluating development of neighborhood requests for additional transit services.
- Prioritize future transit improvements including facilities, additional routes or increases to existing route capacity, feeder routes, inter-city links during the next planning period.
- Infrastructure improvement plan including analysis of relocation of Kimball Junction transit facility and transfer center relative to future development of Kimball Junction area.
- Analyze development patterns along SR 248 and SR 224 for transportation efficiencies.
- Role of public transit services in addressing regional issues such as traffic congestion, access to employment and affordable housing, visitor mobility and parking constraints.

**Product:** A series of goals and objectives that will guide the improvement of Park City/Summit County transit services, within reasonable fiscal constraints, during the next five to seven years. The results will be included in Technical Memorandum Number Two to be produced at the completion of Task 7.

#### **Task 6: Develop Alternatives**

- Service alternatives including modifications to existing City or County routes, service frequencies, span of services or size and type of vehicles utilized.
- Potential park-and-ride services.
- Potential expansion of service within the Basin Transit District.
- Within existing right of ways, transportation efficiencies such as dedicated bus lanes, queue jumping, and signal pre-emption.
- Inter-city services.
- Potential Fixed Guide-Way transit alternatives including BRT, Light Rail, Monorail, Trams/Gondola, Personal Rapid Transit Pods, and other high tech alternatives.
- Capital alternatives for vehicles (including replacement and expansion), transit facilities and amenities that includes location analysis and funding sources.
- Institutional and management alternatives, including organizational structure and policies and ADA staffing.
- Private sector role in supplementing transit services.
- Provide cost estimates for each alternative

**Product:** A comprehensive analysis of alternatives, including benefits, capital costs, facility locations, funding sources and feasibility. The results will be included in Technical Memorandum Number Two to be produced at the completion of Task 7.

**Task 7: Seven Year Financial Analysis and Projections**

- Project revenue sources and uses for both City and County shared services and capital improvements. County operates on Calendar year budget (Jan 1 through Dec. 31), the City operates on a Fiscal Year budget (July 1 through June 30).
- Review current funding agreements and recommend areas for improvements in efficiency and equity.
- Fleet management and facility needs and recommendations. Including size and type of vehicles.
- Evaluation of future trends in FTA Section 5309 and 5311 funds.

**Product:** Estimated 7-Year forecasts of financial resources for Park City, Basin Transit district and Summit and Wasatch Counties. The results of Tasks 4 through 7 will be provided in Technical Memorandum Number Two.

**Task 8: Draft Short Range Transit Development Plan**

- Information from previous tasks and comments received will be used to develop a service and operations plan. Preferred alternative will be developed in greater detail.
- Based on the preferred service and operations plan, a capital and support facility plan will be developed.
- Recommended institutional and management plan.
- Financial plan
- Implementation plan

**Product:** Draft Short Range Transit Development Plan for review by Park City and Summit County government officials, advisory boards and staff for comment. Any revisions requested will be provided for review prior to preparation of final plan document.

**Meeting:** Consultant will review Draft Plan with the Joint Transit Authorization Board (JTAB), the citizen advisory committee and/or a stakeholder committee, and City and County Councils as well as conduct a public Open House for input on elements of Draft Plan.

**Task 9: Prepare Final Short Range Transit Development Plan Update**

This plan will stand as a blueprint for transit services provided by Park City/Summit County over the short range plan period.



**DATE: July 9, 2015**

**TO HONORABLE MAYOR AND COUNCIL**

The Quinn's Water Treatment Plant utilizes granular activated carbon as part of the water treatment process to meet drinking water limits for taste and odor control. After over three years of treatment plant operation, the carbon needs to be replaced. Staff recommends Council authorize the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with Calgon Corporation, for the replacement and disposal of all existing and saturated granular activated carbon (GAC) and installation of new GAC at the Quinns Junction Water Treatment Plant (QJWTP) in an amount of \$95,916.

**Respectfully:**

Michelle DeHaan, Water Quality & Treatment Manager

## City Council Staff Report

**Subject:** GRANULAR ACTIVATED CARBON FILTER MEDIA REPLACEMENT  
QUINNS JUNCTION WATER TREATMENT PLANT  
**Author:** Michelle De Haan, Water Quality and Treatment Manager  
**Department:** Public Utilities  
**Date:** July 9, 2015  
**Type of Item:** Administrative

### Summary Recommendations:

Staff recommends Council authorize the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with **Calgon Corporation**, for the replacement and disposal of all existing and saturated granular activated carbon (GAC) and installation of new GAC at the Quinns Junction Water Treatment Plant (QJWTP) in an amount of \$95,916.

### Executive Summary:

The QJWTP utilizes GAC as part of the water treatment process to meet drinking water limits for taste and odor control. After over three years of treatment plant operation, the GAC is saturated and needs to be replaced.

### Acronyms:

GAC – Granular Activated Carbon  
QJWTP - Quinns Junction Water Treatment Plant

### Background:

The QJWTP utilizes GAC as part of the water treatment process to meet drinking water limits for taste and odor control. After over three years of treatment plant operation, the GAC is saturated and requires a change out with new GAC. The project involves removal and disposal of existing GAC and installation of new GAC. Three years of GAC operation treating Rockport Reservoir water is considered appropriate based on comparisons of other water treatment plants.

### Analysis:

The Project includes the removal and disposal of all saturated GAC and replacement of new GAC at the QJWTP. The Contractor will also provide inspection and start-up services. Photographs of the QJWTP, its GAC vessel and an example of GAC are provided.



QJWTP



GAC



QJWTP GAC Vessel

The Installation and Replacement of the GAC Replacement Project was advertised on the Park City Website from June 18th, 2015 to July 2, 2015, with a clarification issued on July 19, 2015. Three proposals were received and opened on July 2, 2015 at 4 pm. Michelle De Haan, Chad Busch and Roger McClain were on the selection committee.

Selection criteria was based on 1) the Ability to Meet Specifications, 2) Contractor's Implementation Schedule, and 3) Pricing. The following table summarizes the proposals.

| Contractor                   | Acceptable Implementation Schedule | Ability to Meet Specifications                                                    | Total Bid |
|------------------------------|------------------------------------|-----------------------------------------------------------------------------------|-----------|
| Cabot Norit Activated Carbon | Yes                                | Did not meet RFP requirements due to exceptions and clarification; Non-responsive | \$79,500  |
| Calgon Carbon                | No exceptions                      | Yes                                                                               | \$95,916  |
| Canyon State Filtration, LLC | No exceptions                      | Did not meet RFP requirements due to exceptions; Non-responsive                   | \$85,300  |

Calgon Corporation was determined to be the most qualified proposer. Proposal documents have been verified by Staff. Staff therefore recommends Calgon Corporation as the chosen proposer.

There was no local preference included in the determination of lowest responsible proposal since no firms submitting a proposal have a physical presence and staff based in Summit County. Should any local construction firm have bid, the determination of lowest responsible bidder would have included consideration for local preference.

The Total Project Cost is \$95,916. The City's Project Manager, Michelle De Haan, Water Quality and Treatment Manager, will be working under the guidance of the Public Utilities Director.

**Department Review:**

This report has been reviewed by representatives of Public Works, Legal, and the City Manager's Office.

**Alternatives:**

**A. Approve:**

Council could authorize the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with Calgon Corporation for the removal, disposal and replacement of GAC at the QJWTP.

**B. Deny:**

Council could deny the request for the agreement. Denying the request could jeopardize Park City's ability to meet water quality requirements and goals if poor quality water from the Rockport Reservoir occurs and may require that the QJWTP be turned-off.

**C. Modify:**

Council could modify the request for the agreement.

**D. Continue the Item:**

Council could continue the request for the agreement. Since the GAC needs to be replaced immediately, continuing the request could jeopardize Park City's ability to meet water quality requirements and goals if poor quality water from the Rockport Reservoir occurs and may require that the QJWTP be turned-off.

**E. Do Nothing:**

Staff does not recommend this alternative.

## Significant Impacts:

| Preserving & Enhancing<br>the Natural Environment<br><br>(Environmental Impact) |                                                                                                                                                        |
|---------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| Which Desired Outcomes might the Recommended Action Impact?                     | + Managed natural resources balancing ecosystem needs<br>Adequate and reliable water supply<br><br>Enhanced water quality and high customer confidence |
| Assessment of Overall Impact on Council Priority (Quality of Life Impact)       | Positive                                                                                                                                               |
| Comments:                                                                       |                                                                                                                                                        |

## Funding Source:

The funding source for this project is water service fees and is included in the approved FY16 CIP budget.

## Consequences of not taking the recommended action:

The consequences of not taking the recommended action could jeopardize Park City's ability to meet water quality requirements and goals if poor quality water from the Rockport Reservoir occurs and may require that the QJWTP be turned-off.

## Recommendation:

Staff recommends Council authorize the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with Calgon Corporation, for the replacement and disposal of all existing and saturated GAC and installation of new GAC at the QJWTP in an amount of \$95,916.



**DATE: July 9, 2015**

**TO HONORABLE MAYOR AND COUNCIL**

Park City Transit's fleet has twelve (12) buses that are worn out and have reached their useful life cycle. These buses can be replaced utilizing Federal Transit Administration funding for up to 80% of cost. Anticipating the need to replace buses and fleet expansion that will be required in the Short-Range Transit Development Plan, a Request for Proposal was issued in December 2014.

Initially, seventeen companies indicated an interest in the procurement and requested a copy of the Low Floor RFP, eight of which were bus manufacturers. Of those eight manufacturers, three submitted questions and one submitted a responsive and competitive proposal. In accordance with the Single Proposal Response guidelines within the RFP, staff conducted market research and performed a cost estimate to determine if the proposed vehicle cost was indicative of current market conditions. The cost estimate involved determining the current market price of vehicles similar to those being considered under the Low Floor RFP.

The Evaluation Committee consists of the following individuals:

|                  |                       |
|------------------|-----------------------|
| Blake Foncesbeck | Public Works Director |
| Darren Davis     | Transit Department    |
| John Pearce      | Fleet Department      |
| Larry Simpson    | Fleet Department      |
| Derrick Radke    | Summit County         |
| Nate Rockwood    | Budget Department     |
| Tim Boschert     | UDOT                  |

After analyzing the cost estimate and evaluating the proposal that was received in response to the RFP, the Evaluation Committee recommends award of contract to Gillig Corporation.

**Respectfully:**

Blake Foncesbeck, Public Works Director



## City Council Staff Report

**Subject:** Contract for Low-Floor Transit Buses  
**Author:** Darren Davis  
**Department:** Transit Department  
**Date:** July 9, 2015  
**Type of Item:** Administrative

### **Summary Recommendations:**

Authorize the City Manager to execute a contract with Gillig Corporation, in a form approved by the City Attorney, for the purchase of eleven (11) Low Floor buses and one (1) Trolley, with options to purchase twenty-eight (28) additional buses during a five (5) year option period (attached).

### **Executive Summary:**

Park City Transit's fleet has twelve (12) buses due for replacement, based on Federal Transit Administration guidelines and our Fleet Equipment Replacement Schedule.

### **Topic/Description:**

Low Floor Transit Bus procurement

### **Acronyms in this Report:**

BRT – Bus Rapid Transit  
CNG – Compressed Natural Gas  
FTA – Federal Transit Administration  
RFP – Request for Proposals  
UDOT – Utah Department of Transportation

### **Background:**

Park City Transit's fleet has twelve (12) buses that are worn out and have reached their useful life cycle. These buses can be replaced utilizing Federal Transit Administration funding for up to 80% of cost. Anticipating the need to replace buses and fleet expansion that will be required in the Short-Range Transit Development Plan, a Request for Proposal was issued in December 2014.

In accordance with federal, state and city policies and regulations, Park City Transit issued a request for proposals for the procurement of forty (40) Low Floor Transit Buses. This is the initial purchase of eleven (11) Low Floor buses and (1) Trolley with a five (5) year option period to purchase up to twenty-eight (28) additional Low-Floor buses. The RFP included requests for alternative styling packages, such as trolley and BRT styling, vehicle sizes from 29 feet up to 40 feet, as well as alternative propulsion systems such as CNG and Hybrid-Electric. This purchase will exercise one of the options to replace our Trolley.

Initially, seventeen companies indicated an interest in the procurement and requested a copy of the Low Floor RFP, eight of which were bus manufacturers. Of those eight

manufacturers, three submitted questions and one submitted a responsive and competitive proposal. In accordance with the Single Proposal Response guidelines within the RFP, staff conducted market research and performed a cost estimate to determine if the proposed vehicle cost was indicative of current market conditions. The cost estimate involved determining the current market price of vehicles similar to those being considered under the Low Floor RFP.

The Evaluation Committee consists of the following individuals:

|                  |                       |
|------------------|-----------------------|
| Blake Fannesbeck | Public Works Director |
| Darren Davis     | Transit Department    |
| John Pearce      | Fleet Department      |
| Larry Simpson    | Fleet Department      |
| Derrick Radke    | Summit County         |
| Nate Rockwood    | Budget Department     |
| Tim Boschert     | UDOT                  |

After analyzing the cost estimate and evaluating the proposal that was received in response to the RFP, the Evaluation Committee recommends award of contract to Gillig Corporation.

#### **Analysis:**

Staff believes it is in Park City Municipal Corporation's best interest to replace buses after twelve years in service, when FTA grant money is available, because grant funding will typically pay up to 80% of the capital outlay; while all operating costs, including repairs and maintenance, are borne by the City.

Park City Transit has obtained Federal Transit Administration Section 5311 and 5339 Contract Agreements, administered by the Utah Department of Transportation (UDOT), which includes a Capital Budget for the replacement of buses. Although the capital budget in this agreement includes sufficient funds for this procurement, it requires a technical amendment in order for the City to obtain the full 80% reimbursement that is potentially available under this program. A meeting with the UDOT administrator of Section 5311 programs indicated their willingness to process an amendment.

The buses manufactured by Gillig meet our specifications and the Evaluation Committee considers the Gillig buses advantageous in a number of technical areas. In accordance with single proposer guidelines, staff conducted market research to determine that the proposed price is fair and equitable to the City. A single Proposal for Low Floor buses was received from Gillig Corporation and has been evaluated by the Committee. Research on estimated cost found the average cost for a 35 foot 2014 diesel bus was \$478,582. Gillig's proposed cost for a diesel bus is 6.1% higher than the average cost. However, as the Committee considered our required and robust technology, training, essential parts, and specialized tools packages that are valued at approximately at \$125,443 per bus, this brings the average base cost down approximately 26.7% below the average cost of a 35 foot diesel bus. It is the opinion of

the Evaluation Committee that the City is getting an excellent value for the dollars invested.

Gillig's proposed cost range per bus is approximately \$500,862 - \$637,160 for diesel buses, \$729,596 - \$873,881 for Hybrid-Electric buses, and \$552,538 - \$595,164 for CNG buses. The initial contract amount for twelve (12) buses is approximately \$6,092,739 - \$6,956,259, including eleven (11) Low Floor buses (with an approximate cost of \$500,862 - \$560,531 per bus) and one (1) Trolley bus (with an approximate cost of \$583,257 - \$637,160). The expected reimbursement under the FTA contract discussed above will be \$4,874,191 - \$5,565,007 (80%), and the Local Match cost will be \$1,218,548 - \$1,391,252 (20%). There are sufficient funds in the Transit Fund for this purchase. Subsequent orders for option vehicles will be placed in accordance with the Transit Department's vehicle replacement schedule.

**Department Review:**

The City Manager's Office, the City Attorney's Office, Budget\Debt and Grants and Public Works have reviewed this Staff report.

**Alternatives:**

**A. Approve the Request:**

Authorize the City Manager to execute a contract with Gillig Corporation, in a form approved by the City Attorney, for the purchase of twelve (12) Low Floor buses with options to purchase twenty-eight (28) additional buses during a five year option period (attached)

**B. Deny the Request:**

Not approve the purchase of replacement buses, which could have significant impacts to fleet budget and consequences to on road bus breakdowns, safety of the vehicles and service delivery performance issues.

**C. Modify:**

Not modifiable

**D. Continue the Item:**

Continuing the item will delay replacing aging buses which increases the probability of incurring major maintenance expenses and possible service interruptions.

Continuing would impact the lead time to build these buses. Manufacture has currently agreed to deliver these buses prior to the ski season of 2016 -2017.

**E. Do Nothing:**

This alternative will have the same impact on our bus fleet and will become unreliable and unsafe. Service level will be forced to decrease which affects our quality of service goals.

**Significant Impacts:**

After twelve years in service, Park City Transit's buses are likely to have major mechanical component failures and structural problems caused by corrosion.

**Consequences of not taking the recommended action:**

Delaying action increases the probability of incurring significant maintenance costs affecting service reliability.

**Recommendation:**

Authorize the City Manager to execute a contract with Gillig Corporation, in a form approved by the City Attorney, for the purchase of twelve (12) Low Floor buses with options to purchase twenty-eight (28) additional buses during a five year option period.

**Attached Documents:**

Park City Municipal Corporation Contract Agreement with Gillig Corporation.

## PARK CITY MUNICIPAL CORPORATION CONTRACT AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this 10<sup>th</sup> day of July, 2015, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and GILLIG CORPORATION, a California corporation ("Contractor").

WITNESSETH:

WHEREAS, the City advertised a Request for Proposal ("Low Floor RFP No. 1130") for up to forty (40) 29-foot to 40-foot LOW FLOOR BUSES, hereinafter referred to as "Buses", according to conditions and specifications in the RFP and all addenda thereto; and

WHEREAS, on March 11, 2015, Contractor did express an interest in providing the Buses for the City; and

WHEREAS, the City wishes to procure the Buses according to the specifications, terms, and conditions listed in the RFP and all addenda thereto; and

WHEREAS, it has been determined that Contractor is a responsive and responsible proposer for the Buses to be purchased in the RFP and all addenda thereto; and

WHEREAS, Contractor is willing to furnish the Buses in accordance with the terms hereof, and

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

### **1. TO BE PROVIDED BY CONTRACTOR.**

Contractor hereby agrees to furnish and deliver twelve (12) Buses, in accordance with the requirements of the RFP including all forwarding and duty charges, F.O.B. to: Park City Municipal Corporation, Public Works, located at 1053 Iron Horse Drive, Park City, Utah, by the following schedule: the Buses are to be delivered no later than October 21, 2016.

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.

Contractor further agrees to furnish up to twenty-eight (28) additional buses, when ordered by the City, in accordance with RFP No. 1130, SP 3 – Options and Option Pricing and the terms of this contract and its incorporated documents.

**2. TERM.**

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate five (5) years following the date of this Agreement.

**3. CONTRACT AMOUNT.**

The purchase price for the Buses shall not exceed the limitations of the contract cost range, which is FIVE HUNDRED SIXTY THOUSAND FIVE HUNDRED THIRTY-ONE DOLLARS (\$560,531) per Low Floor Diesel Bus and SIX HUNDRED THIRTY-SEVEN THOUSAND ONE HUNDRED SIXTY DOLLARS (\$637,160) per Trolley bus, as indicated in Contractor price proposal dated March 11, 2015.

The total Award of Contract Agreement at this time for twelve (12) Buses shall be a total price of approximately SIX MILLION EIGHT HUNDRED AND THREE THOUSAND ONE DOLLARS (\$6,803,001) to SIX MILLION NINE HUNDRED FIFTY SIX THOUSAND TWO HUNDRED FIFTY NINE DOLLARS (\$6,956,259) with all items of the buses complying with the specifications of the RFP, including all addenda, Approved Equals and this Contract Agreement. Unless otherwise indicated, the prices shown shall not include taxes of any kind. Park City Municipal Corporation is exempt from Federal Excise Tax under Chapter 32 of the Internal Revenue Code. (Our Registration Number is 87-6000260.) Park City Municipal Corporation is exempt from Utah State sales and use taxes pursuant to the provisions of Sections 11-20-55 and 59-15-06 Utah Code Annotated 1953.

With regard to the City's subsequent purchase of Buses from contractor, City reserves the right to order buses and equipment over the five (5) year period beginning upon the date of contract award. These prices shall remain firm/fixed for any orders issued by City within a period of ninety (90) days of contract award. The price(s) of any buses or equipment ordered by City after the initial ninety (90) day firm/fixed period shall be that quoted (Base Order Prices) plus any escalation which will be calculated based on the following formula which utilizes the US Department of Labor/Bureau of Labor Statistics Producer Price Index ("PPI") Category 1413, "Truck and Bus Bodies", and is also incorporated in Section I, Paragraph 1.01 of the RFP. The escalation in this index will be used to adjust the Base Order Prices. However, in no event will the price(s) for any bus ordered exceed, by more than 5 percent, the price that was in effect twelve (12) months prior to the date of execution of the purchase order.

**4. TERMS OF PAYMENT**

The City shall pay Contractor the total price not to exceed SIX MILLION EIGHT HUNDRED THREE THOUSAND ONE DOLLARS (\$6,803,001) ("Contract Amount") for the buses per the terms and conditions of the RFP within 30 days of acceptance of the buses according to Section SP 5 of the RFP. Contract Amount includes payment for all work and materials expended to complete this Project, which shall include the cost of all bonds, insurance, and all charges, fees, permits, expenses or assessments of whatever kind or character that are or may be necessary to complete this Project.

**5. PERFORMANCE BOND.**

Contractor shall furnish to the City a performance bond satisfactory to the City guaranteeing Contractor's performance, in the amount equal to 100 percent of the Contract Amount in accordance with Section SP 5.2.2 of the RFP by a corporate surety authorized to do business in Utah. The performance bond shall guarantee contract performance throughout the term of the Agreement. Failure to comply with this paragraph shall be deemed a material breach of this Agreement.

**6. INDEPENDENT CONTRACTOR RELATIONSHIP.**

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

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

**7. CONTRACTOR EMPLOYEE/AGENTS.**

The City may at its sole discretion require the Contractor to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Contractor may, however, employ that (those) individuals(s) on other non-City related projects.

**8. HOLD HARMLESS INDEMNIFICATION.**

- A. The Contractor shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Contractor's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor; 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 limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Contractor claims or recovers compensation from the City for a loss or injury that Contractor would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
- B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

9. **INSURANCE.**

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 one million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) 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. The first increase to Two Million Dollars (\$2,000,000) combined single limit per occurrence will take effect July, 1, 2007.

- B. Automobile Liability insurance with limits no less than five hundred thousand dollars (\$500,000) combined single limit per accident for bodily injury and property damage.
- C. Workers Compensation insurance written on an occurrence basis with limits no less than one half million dollars (\$500,000) combined single limit per occurrence.
- D. The City shall be named as an additional insured on the insurance policies, as respect to work performed by or on behalf of the Contractor 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.
- E. 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.

**10. TREATMENT OF ASSETS.**

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product including patent rights with respect to any discovery or invention which arises or is developed in the course of or under this contract, copyrights and rights in data and other documents, if any, prepared by the Contractor pursuant to this Agreement (contingent on City's performance hereunder).

**11. COMPLIANCE WITH LAWS.**

- A. The Contractor, in the performance of this Agreement, shall comply with all applicable federal regulations, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. The Contractor specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

**12. 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.

**13. ASSIGNMENTS/SUBCONTRACTING.**

- A. The Contractor shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Contractor not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where

applicable as set forth in local, state or federal statutes, ordinance and guidelines.

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

**14. CHANGES.**

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

**15. MAINTENANCE AND INSPECTION OF RECORDS**

- A. The Contractor shall maintain books, papers, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement or which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, the Federal Transit Authority, the Comptroller General of the United States, any of their duly authorized representatives or other governmental officials authorized by law to monitor this Agreement.
- B. The Contractor shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Contractor agrees that the City or its designee, including the Federal Transit Authority or the Comptroller General of the United States, or any of their duly authorized representatives, shall have full access and right to examine any of said materials at all reasonable times during said period.

**16. POLITICAL ACTIVITY PROHIBITED.**

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

**17. PROHIBITED INTEREST.**

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

**18. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.**

- A. All work proposed by the Contractor is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

**19. 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.

**20. NOTICE.**

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

**21. 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.

**22. ATTORNEYS FEES AND COSTS.**

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

**23. JURISDICTION AND VENUE.**

- A. This Agreement has been and shall be construed as having been made and delivered with the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

**24. SEVERABILITY.**

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

**25. ADDITIONAL TERMS.**

Awardee must comply with the following:

(1) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

(2) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part (11)).

(3) Compliance 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 (Pub. L. 94-163, 89 Stat. 871).

**26. ENTIRE AGREEMENT.**

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

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

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

\_\_\_\_\_  
Diane Foster, City Manager

Attest:

\_\_\_\_\_  
City Recorder's Office

Approved as to form:

\_\_\_\_\_  
City Attorney's Office

**CONTRACTOR:**

**GILLIG CORPORATION**  
25800 Clawiter Road  
Hayward, CA 94545

Tax ID#: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

STATE OF )  
 ) ss.  
COUNTY OF )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, personally appeared before me \_\_\_\_\_, whose identity is personally known to me/ or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the \_\_\_\_\_ (title or office) of \_\_\_\_\_ Corporation by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as \_\_\_\_\_ (title) for \_\_\_\_\_, a \_\_\_\_\_ corporation.

Notary Public

## **ADDENDUM “A”**

### **INCORPORATED DOCUMENTS**

Attached hereto and made part of this Agreement are related documents hereinafter listed which are hereby incorporated into this Agreement by reference and made part hereof which comprise the Agreement:

- Exhibit A - Original RFP and all addenda thereto;
- Exhibit B - Contractor Bid proposal
- Exhibit C - City's letter dated (date to be established after execution of this Agreement by both Parties) authorizing "Notice to Proceed."

To the extent this form of agreement conflicts in any way with a proposed form of agreement submitted as part of RFP, this agreement shall control.



**DATE: July 9, 2015**

**TO HONORABLE MAYOR AND COUNCIL**

125 Norfolk Avenue is in the Historic Residential-Low Density (HR-L) District and the Current Adjacent Land Uses Are Residential. Plat Amendments Require Planning Commission Review and City Council Review and Action.

Portions of Lots 7, 8, 11 and All of Lots 9 and 10 in Block 78 of the Millsite Reservation Are Owned by the Same Entity. The Property Owner Desires to Unify the Three (3) Partial and Two (2) Full Lots into One (1) Lot of Record by Removing the Interior Lot Lines Which Separate the Lots.

**Respectfully:**

Hannah Turpen, Planner I

## City Council Staff Report

**Subject:** Hewtex Subdivision, 125 Norfolk Avenue  
**Author:** Hannah Turpen, Planner  
**Project Number:** PL-15-02720  
**Date:** July 9, 2015  
**Type of Item:** Administrative – Plat Amendment

### **Summary Recommendations**

Staff recommends the City Council hold a public hearing for the Hewtex Subdivision Plat Amendment located at 125 Norfolk Avenue and consider approving the proposed plat amendment based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

*Staff reports reflect the professional recommendation of the Planning Department. The City Council, as an independent body, may consider the recommendation but should make its decisions independently.*

### **Executive Summary**

Portions of Lots 7, 8, 11 and all of Lots 9 and 10 in Block 78 of the Millsite Reservation are owned by the same entity. The property owner desires to unify the three (3) partial and two (2) full lots into one (1) lot of record by removing the interior lot lines which separate the lots.

125 Norfolk Avenue is in the Historic Residential-Low Density (HR-L) District and the current adjacent land uses are residential. Plat Amendments require Planning Commission review and City Council review and action.

### **Description**

**Applicant:** Cheryl Hewett (represented by Jeff Schindewolf, Architect)  
**Location:** 125 Norfolk Avenue  
**Zoning:** Historic Residential-Low Density (HR-L) District  
**Adjacent Land Uses:** Residential  
**Reason for Review:** Plat Amendments require Planning Commission review and City Council review and action

### **Acronyms in this Report**

|               |                                                 |
|---------------|-------------------------------------------------|
| HR-1 District | Historic Residential District                   |
| HR-L District | Historic Residential-Low Density District       |
| HSI           | Historic Sites Inventory                        |
| Pre-HDDR      | Pre-Historic District Design Review Application |
| HDDR          | Historic District Design Review                 |

## **Background**

On March 19, 2015, the City received a Plat Amendment application for 125 Norfolk Avenue; the application was deemed complete on April 22, 2015. The property is located at 125 Norfolk Avenue. The property is in the Historic Residential-Low Density (HR-L) District. The subject property consists of portions of Lots 7, 8, 11 and all of Lots 9 and 10 in Block 78 of the Millsite Reservation

Currently the site contains a non-historic single-family dwelling on Lots 9, 10, and 11 which was constructed in 1973. A non-historic detached garage constructed at an unknown date is located on Lot 9 and Lot 10. The building footprint of the single-family dwelling is approximately 672 square feet. The building footprint of the non-historic detached garage is approximately 304.5 square feet. An asphalt driveway is located on Lots 7, 8, 9, and 10.

In 1997, a remodel included interior improvements and replaced the exterior windows on the south elevation. In 2006, a Plat Amendment was received with the intent to combine 125 Norfolk Avenue and 115 Sampson Avenue and create a four (4) lot subdivision. The plat amendment application expired on November 27, 2008. In 2012, there was a deck replacement. In 2014, a concrete slab and hot tub was installed.

The applicant submitted a Historic District Design Review (HDDR) Pre-application on October 21, 2014 to construct an addition to the non-historic structure and demolish the existing non-historic detached garage. A Design Review Team meeting occurred on October 29. A second Design Review Team meeting occurred on April 1. Currently, there are no additional active applications under review.

The Planning Commission reviewed the plat amendment on June 24, 2015, and forwarded a positive recommendation to City Council with a unanimous vote of 6-0 in favor of the plat amendment.

## **Purpose**

The purpose of the Historic Residential Low-Density (HRL) District is to:

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

### Analysis

The proposed plat amendment creates one (1) lot of record from the existing three (3) partial lots and two (2) full lots equaling 7,417 square feet. A single-family dwelling is an allowed use in the Historic Residential-Low Density (HR-L) District. The minimum lot area for a single-family dwelling is 3,750 square feet. The proposed lot meets the minimum lot area for a single-family dwelling. The minimum lot width allowed in the HR-L District is thirty-five feet (35'). The proposed lot is one hundred twelve feet six inches (112'6") wide. The proposed lot meets the minimum lot width requirement. Table 1 shows applicable development parameters for the combined lot in the Historic Residential-Low Density (HR-L) District:

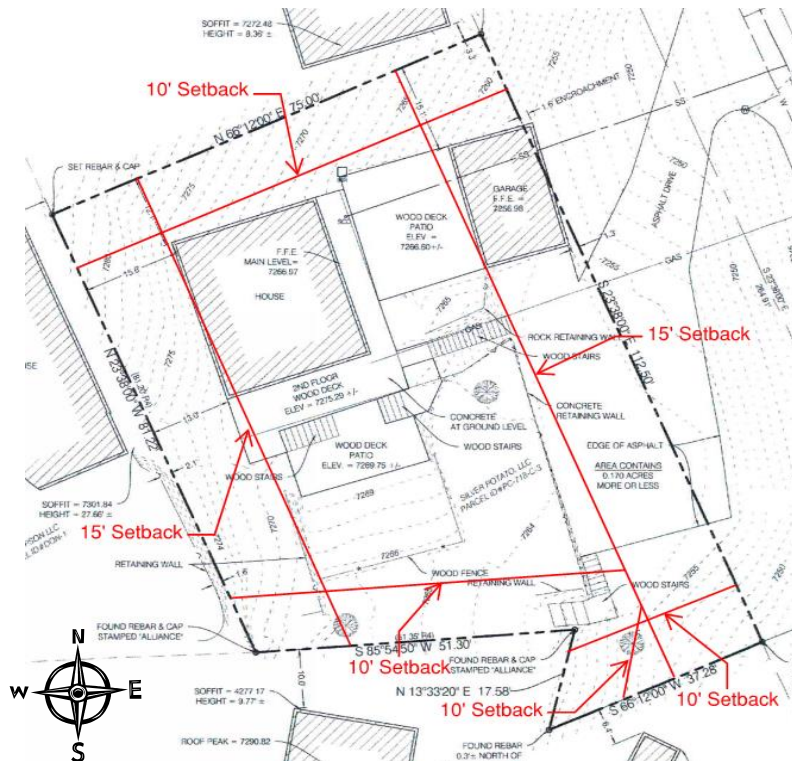
Table 1:

| <b>LMC Regulation</b>                                      | <b>Requirements</b>                                                                                                                                             |
|------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Building Footprint</b>                                  | 2,444.5 square feet, maximum based on lot size.                                                                                                                 |
| <b>Front/Rear Yard Setbacks</b>                            | 15 feet minimum, 30 feet total.                                                                                                                                 |
| <b>Side Yard Setbacks</b>                                  | 10 feet minimum, 30 feet total.                                                                                                                                 |
| <b>Building (Zone) Height</b>                              | No Structure shall be erected to a height greater than twenty-seven feet (27') from Existing Grade.                                                             |
| <b>Final Grade</b>                                         | Final Grade must be within four vertical feet (4') of Existing Grade around the periphery [...].                                                                |
| <b>Lowest Finish Floor Plane to Highest Wall Top Plate</b> | A Structure shall have a maximum height of thirty five feet (35') measured from the lowest finish floor plane to the point of the highest wall top plate [...]. |
| <b>Vertical Articulation</b>                               | A ten foot (10') minimum horizontal step in the downhill façade is required [...].                                                                              |
| <b>Roof Pitch</b>                                          | Roof pitch must be between 7:12 and 12:12 for primary roofs. Non-primary roofs may be less than 7:12.                                                           |

### Setback Determinations

Per Land Management Code 15-4-17(B) lots with more than four (4) sides shall have a Side Yard on either side of the Front Yard. The third Side Yard and Rear Yard may be specified by the Planning Director. See Exhibit E – LMC § 15-4-17 Setback Requirements for Unusual Lot Configurations.

The proposed lot contains six (6) sides. The Planning Director has determined that the east property line will be the Front Yard. The west property line will be the Rear Yard. All property lines located on the south side will be Side Yards. The north property line will be a Side Yard. See Exhibit F – Planning Director Setback Determination Site Plan. Because of the unusual lot configuration, the survey below shows the setbacks determined by the Planning Director for clarification:



Given the setbacks determined by the Planning Director, the overall building pad of the site will be approximately 3,344 square feet. Based on the building footprint formula, the allowable footprint will be 2,444.5 square feet. Given the 672 square foot footprint of the existing single-family dwelling, the lot could accommodate an addition of 1,772.5 square feet if the existing single-family dwelling were to remain. If the existing single-family dwelling were to be demolished, a new structure with a maximum footprint of 2,444.5 square feet would be allowed.

The average lot size of the adjacent properties, including those on Sampson Avenue and within 300 feet (north and south) on Norfolk Avenue is 5,603 square feet. The largest lot size is 16,552.8 square feet at 205 Norfolk Avenue, and the smallest are 1,742 square feet at 164 and 152 Norfolk Avenue. The average footprint for structures on Sampson Avenue and within 300 feet (north and south) on Norfolk Avenue is 1,985 square feet. The largest allowable footprint is 3,500 square feet at 205 Norfolk Avenue and 40 Sampson Avenue. The smallest allowable footprints are 789.7 square feet at 164 and 152 Norfolk Avenue.

At 7,417 square feet, 125 Norfolk Avenue is larger than the average lot size; however, many of the adjacent properties within 300 feet (north and south) on Norfolk Avenue are in the Historic Residential-1 (HR-1) District which have a minimum lot size of 1,875 square feet. Compared to adjacent properties on Sampson Avenue within the HR-L zone, the average lot size is 6,237.5 square feet. The average building footprint of those properties on Sampson Avenue within the HR-L zone is 2,162.29 square feet.

On March 6, 2014, City Council approved a plat amendment for 115 Sampson Avenue, which abuts the south property lines of 125 Norfolk Avenue. The plat amendment

created a lot of 7,840.8 square feet with an allowable footprint of 2,523 square feet. The allowable footprint for 125 Norfolk Avenue will be 2,444.5 square feet.

#### Front and Rear Yard Setbacks

Existing Lots 9, 10, and 11 contain a single-family dwelling built in 1973 and a non-historic detached garage constructed at an unknown date. The minimum front and rear yard setbacks for a lot seventy-five feet (75') in depth are fifteen feet (15') and thirty feet (30') total. The existing single-family dwelling is thirteen feet (13') from the rear property line on its southwest corner. The existing non-historic detached garage encroaches into the Public Right-of-Way over the east property line approximately one foot seven inches (1'7") on the northeast corner. The existing non-historic detached garage is approximately one foot three inches (1'3") from the east property line on the southeast corner. The property owner intends to demolish the non-historic detached garage prior to plat recordation, which will eliminate the front yard encroachment. The existing single-family dwelling is a legal non-complying as the structure does not meet the rear yard setbacks. Table 2 below illustrates the discrepancy:

Table 2:

|                                | Minimum Requirements | Existing Single-Family Dwelling Conditions |
|--------------------------------|----------------------|--------------------------------------------|
| <i>Lot Size (as proposed)</i>  | 7,417 sf.            | 7,417 sf.                                  |
| <i>Setbacks</i>                |                      |                                            |
| Front (East)                   | 15 ft.               | 35 ft. - 38 ft. (from north to south)      |
| Rear (West)<br>(non-complying) | 15 ft.               | 15'7" ft. - 13 ft. (from north to south)   |
| Side (North)                   | 10 ft.               | 14'6" ft. - 12'1" ft. (from east to west)  |
| Side (North)                   | 10 ft.               | 51 ft. - 45 ft. (from east to west)        |
| <i>Allowed Footprint</i>       | 2,444.5 sf.          | 672 sf.                                    |

Staff finds that the rear setback discrepancy is an existing non-complying situation. Specific codes are written and adopted in the Land Management Code to address these types of situations. The Building Department does not keep Building Permits prior to 1979. It is unknown whether or not a Building Permit was obtained to construct the single-family dwelling in 1973. See Exhibit G – LMC § 15-9-6 Non-Complying Structures. Any new construction is required to meet the LMC requirements for rear setback requirements that are applicable at the time of construction.

Table 15-2.1a in the Land Management Code indicates that the front and rear yard setbacks of a lot seventy five feet (75') in depth are fifteen feet (15') minimum, and thirty feet (30') total. The combined front and rear yards are to be thirty feet (30'). From the west property line, the single-family dwelling was designed between fifteen feet seven inches (15'7") and thirteen feet (13') from the west property line. Any new development will be required to meet all minimum setbacks that are applicable according to the LMC at the time of construction.

In terms of the existing non-complying structures (single-family dwelling and non-historic

detached garage), the front and rear setbacks are the only discrepancies found as other standards have been reviewed, and staff has not found any other issues with the built structures, including other minimum setbacks, building footprint, building height, etc. The existing non-historic detached garage will be demolished prior to plat recordation, which will eliminate the non-complying front setback.

#### Encroachments

Prior to recording the plat amendment, the applicant will also be required to resolve any encroachments that currently exist on the site. At this time, the detached garage encroaches approximately one foot seven inches (1'7") over the east property line on the northeast corner into the Public Right-of-Way. The detached garage will be demolished by the property owner prior to plat recordation, as dictated by Condition of Approval #4.

To develop or redevelop the lot(s), a Historic District Design Review (HDDR) application shall be reviewed and approved by Planning Staff. In addition, a Steep Slope Conditional Use Permit application shall be reviewed and approved by the Planning Commission.

#### Good Cause

Planning Staff finds that there is good cause for this plat amendment as Staff finds that the plat amendment will not cause undo harm to adjacent property owners and all requirements of the Land Management Code for any future development can be met. Combining the Lots will allow the property owner to move forward with site improvements. The proposed lot area of 7,417 square feet is a compatible lot combination as the entire Historic Residential-Low Density District has abundant sites with comparable dimensions. Furthermore, the plat amendment will resolve the existing building encroachments over interior lot lines and the encroachment into the Public Right-of-Way.

#### Process

The approval of this plat amendment application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC § 1-18.

#### Department Review

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

#### Notice

On June 10 the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record on June 6, according to requirements of the Land Management Code.

#### Public Input

No public input has been received by the time of this report. A public hearing is noticed for both the Planning Commission and City Council meetings.

### **Alternatives**

- The City Council may approve the Hewtex Subdivision Plat Amendment as conditioned or amended; or
- The City Council may deny the Hewtex Subdivision Plat Amendment and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on Hewtex Subdivision Plat Amendment.

### **Significant Impacts**

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

### **Consequences of not taking the Planning Department's Recommendation**

The site would remain as is. The site would contain one (1) non-historic single-family dwelling on Lots 9, 10, and 11, one (1) non-historic detached garage on Lot 9 and Lot 10, and an asphalt driveway located on Lots 7, 8, 9, and 10.

### **Summary Recommendation**

Staff recommends the City Council hold a public hearing for the Hewtex Subdivision Plat Amendment located at 125 Norfolk Avenue and consider approving the proposed plat amendment based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

### **Exhibits**

Exhibit A – Draft Ordinance with Proposed Plat

Exhibit B – Existing Survey

Exhibit C – Aerial Photograph

Exhibit D – Site Photographs

Exhibit E – LMC § 15-4-17 Setback Requirements for Unusual Lot Configurations

Exhibit F – Planning Director Setback Determination Site Plan

Exhibit G – LMC § 15-9-6 Non-Complying Structures.

Exhibit A: Draft Ordinance

**Ordinance No. 15-XX**

**AN ORDINANCE APPROVING THE HEWTEX SUBDIVISION PLAT AMENDMENT  
LOCATED AT 125 NORFOLK AVENUE, PARK CITY, UTAH.**

WHEREAS, the owner of the property located at 125 Norfolk Avenue has petitioned the City Council for approval of the Plat Amendment; and

WHEREAS, on June 10, 2015, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on June 10, 2015, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on June 24, 2015, to receive input on plat amendment; and

WHEREAS, the Planning Commission, on June 24, 2015, forwarded a recommendation to the City Council; and,

WHEREAS, on July 9, 2015 the City Council held a public hearing to receive input on the plat amendment; and

WHEREAS, there is good cause and it is in the best interest of Park City, Utah to approve the Hewtex Subdivision Plat Amendment.

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

**SECTION 1. APPROVAL.** Hewtex Subdivision Plat Amendment as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

**Findings of Fact:**

1. The property is located at 125 Norfolk Avenue.
2. The property is in the Historic Residential-Low Density (HR-L) Zoning District.
3. The subject property consists of Portions of Lots 7, 8, 11 and all of Lots 9 and 10 in Block 78 of the Millsite Reservation.
4. Existing Lots 8, 9, and 10 contain a single-family dwelling built in 1973 and a non-historic detached garage constructed at an unknown date. The building footprint of the single-family dwelling is approximately 672 square feet. The building footprint of the non-historic detached garage is approximately 304.5 square feet.
5. An asphalt driveway is located on Lots 7, 8, 9, and 10.

6. The proposed plat amendment creates one (1) lot of record from the existing three (3) partial lots and two (2) full lots equaling 7,417 square feet.
7. A single-family dwelling is an allowed use in the Historic Residential-Low Density (HR-L) District.
8. The minimum lot area for a single-family dwelling is 3,750 square feet; the lot at 125 Norfolk Avenue will be 7,417 square feet. The proposed lot meets the minimum lot area for a single-family dwelling.
9. The maximum building footprint for a lot this size, 7,417 square feet, is 2,444.5 square feet. Compared to adjacent properties on Sampson Avenue within the HR-L zone, the average lot size is 6,237.5 square feet. The average building footprint of those properties on Sampson Avenue within the HR-L zone is 2,162.29 square feet.
10. The minimum lot width allowed in the HR-L District is thirty-five feet (35'). The proposed lot is one hundred twelve feet six inches (112'6") wide. The proposed lot meets the minimum lot width requirement.
11. The minimum side yard setbacks for a one hundred twelve feet six inch (112'6") wide lot are fifteen feet (15').
12. The minimum front and rear yard setbacks for a lot seventy-five feet (75') in depth are fifteen feet (15') and thirty feet (30') total per Table 15-2.1a in the Land Management Code.
13. The existing non-historic single-family dwelling is thirteen feet (13') from the rear property line on its southwest corner.
14. The existing non-historic detached garage encroaches into the Public Right-of-Way over the east property line approximately one foot seven inches (1'7") on the northeast corner. The existing non-historic detached garage is approximately one foot three inches (1'3") from the east property line on the southeast corner. The property owner will demolish the non-historic detached garage prior to plat recordation which will eliminate the encroachment.
15. The existing single-family dwelling is a legal non-complying as the structure and does not meet the rear yard setbacks. The Building Department does not keep Building Permits prior to 1979. It is unknown whether or not a Building Permit was obtained to construct the single-family dwelling.
16. The combined side yards setbacks are to be thirty feet (30') per Table 15-2.1 in the Land Management Code.
17. The proposed plat amendment will not cause undo harm to adjacent property owners.
18. The proposed lot area of 7,417 square feet is a compatible lot combination as the entire Historic Residential-Low Density District has abundant sites with comparable dimensions.
19. The applicant submitted a Historic District Design Review (HDDR) Pre-application on October 21, 2014 to construct an addition to the non-historic structure and demolish the existing non-historic detached garage. A Design Review Team meeting occurred on October 29. A second Design Review Team meeting occurred on April 1. Currently, there are no active applications under review.
20. The applicant applied for a Plat Amendment application on March 19, 2015. The

Plat Amendment application was deemed complete on April 22, 2015.

21. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

Conclusions of Law:

1. The Plat Amendment is consistent with the Park City Land Management Code and applicable State law regarding lot combinations.
2. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
3. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at the County within one year from the date of City Council approval. If the final signed mylar has not been presented to the City for City signatures for recordation within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date of July 9, 2016, and an extension is granted by the City Council.
3. A ten feet (10') wide public snow storage easement will be required along the Norfolk Avenue frontage of the property and shall be shown on the plat prior to recordation.
4. The property owner must demolish the existing non-historic detached garage which encroaches into the Public Right-of-Way on the east side of the property prior to plat recordation.
5. 13-D sprinklers are required for any new construction or significant renovation of existing.

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

PASSED AND ADOPTED this 9th day of July, 2015.

PARK CITY MUNICIPAL CORPORATION

\_\_\_\_\_  
Jack Thomas, MAYOR

ATTEST:

---

Marci Heil, City Recorder

APPROVED AS TO FORM:

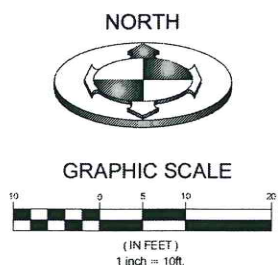
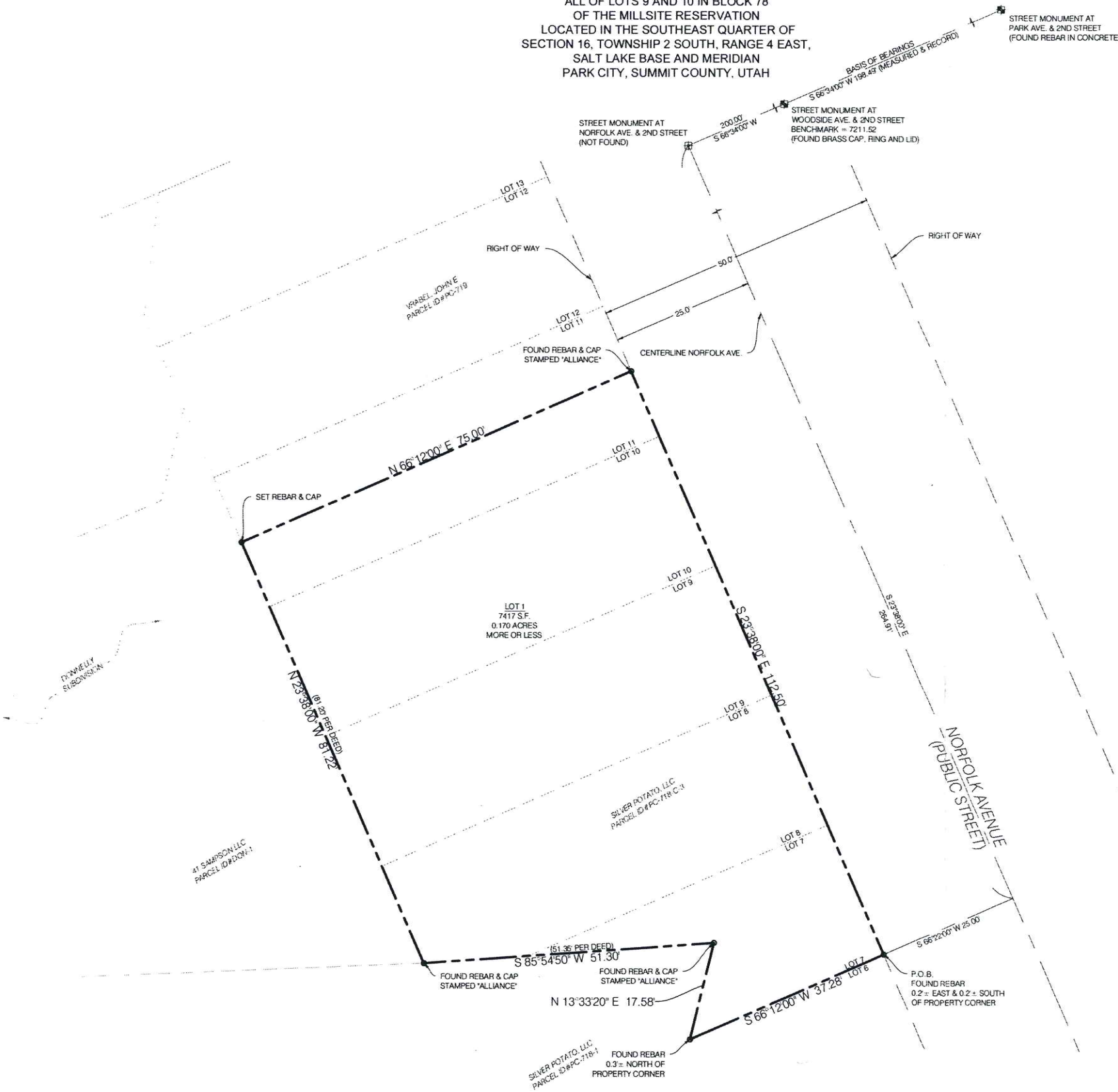
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Mark Harrington, City Attorney

**Attachment 1** – Proposed Plat

HEWTEX SUBDIVISION

AMENDING A PORTION OF LOTS 7, 8, 11 AND  
ALL OF LOTS 9 AND 10 IN BLOCK 78  
OF THE MILLSITE RESERVATION  
LOCATED IN THE SOUTHEAST QUARTER OF  
SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST,  
SALT LAKE BASE AND MERIDIAN  
PARK CITY, SUMMIT COUNTY, UTAH



- LEGEND
- EXISTING STREET MONUMENT
  - STREET MONUMENT (NOT FOUND)
  - CENTER LINE
  - BOUNDARY LINE
  - ADJACENT PROPERTY
  - RIGHT OF WAY

SURVEYOR'S CERTIFICATE

I, BRIAN A. LINAM DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 7240531, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNER(S), I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND WILL HEREAFTER TO BE KNOWN AS:

HEWTEX SUBDIVISION

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

BOUNDARY DESCRIPTION

BEGINNING AT THE SOUTHEAST CORNER OF LOT 7, BLOCK 78, MILLSITE RESERVATION, PARK CITY, UTAH; AND RUNNING THENCE SOUTH 66°12' WEST 37.28 FEET; THENCE NORTH 13°33'20" EAST 17.58 FEET; THENCE SOUTH 85°54'50" WEST 51.35 FEET (SURVEYED DISTANCE 51.30 FEET); THENCE NORTH 23°38' WEST 81.20 FEET (SURVEYED DISTANCE 81.22 FEET); THENCE NORTH 66°12' EAST 75.00 FEET; THENCE SOUTH 23°38' WEST 112.50 TO THE POINT OF BEGINNING.

CONTAINS 7,417 S.F.  
0.170 ACRES, MORE OR LESS  
1 LOT



OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED ARE THE OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, AND HEREBY CAUSE THE SAME TO BE COMBINED INTO 1 LOT, AS SET FORTH TO BE HEREAFTER KNOWN AS

HEWTEX SUBDIVISION

IN WITNESS WHEREBY \_\_\_\_\_ HAVE HEREUNTO SET \_\_\_\_\_ HAND(S) THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_.

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of Utah } S.S.  
County of Salt Lake }  
ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2014, \_\_\_\_\_ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF SALT LAKE IN SAID STATE OF UTAH, \_\_\_\_\_ WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE \_\_\_\_\_ OF \_\_\_\_\_ A LIMITED LIABILITY COMPANY, AND THAT HE/SHE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED AND ACKNOWLEDGED TO ME THAT SAID LIABILITY COMPANY EXECUTED THE SAME.

MY COMMISSION EXPIRES: \_\_\_\_\_ (DATE) COMMISSION NUMBER: \_\_\_\_\_

RESIDING IN \_\_\_\_\_ COUNTY

NOTARY PUBLIC SIGNATURE

PRINT NAME

HEWTEX SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF  
SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST,  
SALT LAKE BASE AND MERIDIAN  
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 1



BENCHMARK  
ENGINEERING &  
LAND SURVEYING  
9136 SOUTH STATE STREET SUITE # 100  
SANDY, UTAH 84070 (801) 543-7192  
www.benchmarkcivil.com

**PARK CITY PLANNING COMMISSION**  
APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015 A.D.  
\_\_\_\_\_  
CHAIRMAN

**CERTIFICATE OF ATTEST**  
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015 A.D.  
BY \_\_\_\_\_  
PARK CITY RECORDER

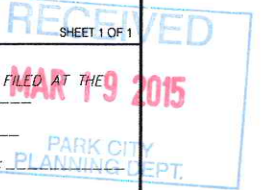
**SNYDERVILLE BASIN WATER RECLAMATION DISTRICT**  
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015 A.D.  
BY \_\_\_\_\_  
S.B.W.R.D.

**ENGINEERS CERTIFICATE**  
I FIND THIS PLAT TO BE IN ACCORDANCE WITH THE INFORMATION ON FILE IN MY OFFICE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015 A.D.  
BY \_\_\_\_\_  
PARK CITY ENGINEER

**APPROVAL AS TO FORM**  
APPROVED AS TO FORM ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015 A.D.  
BY \_\_\_\_\_  
PARK CITY ATTORNEY

**COUNCIL APPROVAL AND ACCEPTANCE**  
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015 A.D.  
BY \_\_\_\_\_  
MAYOR

**RECORDED**  
STATE OF UTAH, COUNTY OF SUMMIT AND FILED AT THE REQUEST OF \_\_\_\_\_  
DATE: \_\_\_\_\_ TIME: \_\_\_\_\_  
BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_ ENTRY NO.: \_\_\_\_\_  
FEE: \_\_\_\_\_ RECORDER: \_\_\_\_\_

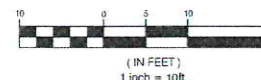


LOCATED IN THE SOUTHEAST QUARTER OF  
SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST,  
SALT LAKE BASE AND MERIDIAN  
PARK CITY, SUMMIT COUNTY, UTAH



GRAPHIC SCALE

(IN FEET)  
1 inch = 10 ft



## SURVEYOR'S CERTIFICATE

I, BRIAN A. LINAM, SALT LAKE CITY, UTAH, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 7240531 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. THAT I HAVE MADE A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY. THAT THIS PLAT CORRECTLY SHOWS THE TRUE DIMENSIONS OF THE BOUNDARIES SURVEYED AND OF THE VISIBLE IMPROVEMENTS AFFECTING THE BOUNDARIES AND THEIR POSITION IN RELATIONSHIP TO SAID BOUNDARIES.



| Drawn By   | BAL      | No. | Date     | Description                                   |
|------------|----------|-----|----------|-----------------------------------------------|
| checked by | KMD      | 1   | 4-8-2015 | ADDED BUILDING HEIGHTS OF ADJOINING BUILDINGS |
| DATE       | BW/BB    |     |          |                                               |
| DATE       | 4/8/2015 |     |          |                                               |
| DATE FILED | 1409128X |     |          |                                               |

SCALE MEASURES 1"=100' FULL SIZE SHEETS

## DEED DESCRIPTIONS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 7, BLOCK 78, MILLSITE RESERVATION, PARK CITY, UTAH; AND RUNNING THENCE SOUTH 66°12' WEST 37.28 FEET; THENCE NORTH 13°32'00" EAST 17.58 FEET; THENCE SOUTH 85°45'00" WEST 51.35 FEET; THENCE NORTH 23°38' WEST 81.20 FEET; THENCE NORTH 66°12' EAST 75.00 FEET; THENCE SOUTH 23°38' WEST 112.50 TO THE POINT OF BEGINNING.

NARRATIVE OF BOUNDARY:

SCOPE  
BENCHMARK ENGINEERING & LAND SURVEYING, LLC WAS RETAINED BY JEFF SCHINDEWOLF OF JSARC TO PERFORM A BOUNDARY AND TOPOGRAPHIC SURVEY OF SUBJECT PROPERTY AS SHOWN HEREON.

BASIS OF BEARINGS  
THE BASIS OF BEARINGS FOR THIS SURVEY IS SOUTH 66°34'00" WEST, BETWEEN THE MONUMENT FOUND MARKING THE INTERSECTION OF PARK AVENUE AND 2ND STREET AND THE MONUMENT FOUND MARKING THE INTERSECTION OF WOODSIDE AVENUE AND 2ND STREET.

- LIST OF REFERENCED DOCUMENTS
- R1) RECORD OF SURVEY. FILED ON RECORD AT THE SUMMIT COUNTY RECORDERS OFFICE AS FILE NO. S-2862.
- R2) RECORD OF SURVEY. FILED ON RECORD AT THE SUMMIT COUNTY RECORDERS OFFICE AS FILE NO. S-2862.
- R3) PARK CITY UTM MONUMENT CONTROL MAP. ON RECORD AT THE SUMMIT COUNTY RECORDERS OFFICE AS ENTRY NO. 199987. SHEET 3 OF 3.
- R4) WARRANTY DEED, ON RECORD AT THE SUMMIT COUNTY RECORDERS OFFICE AS ENTRY NO. 00745877 IN BOOK 1722 AT PAGE 466.

LEGEND:

|                                 |               |                                                                                                      |       |
|---------------------------------|---------------|------------------------------------------------------------------------------------------------------|-------|
| STREET MON. (FOUND)             | _____         | PROPERTY LINE                                                                                        | _____ |
| STREET MON. (NOT FOUND)         | _____         | CENTERLINE of ROAD                                                                                   | _____ |
| RIGHT-OF-WAY LINE               | _____         | ○ PROPERTY CORNER (PLAT NOTED)                                                                       |       |
| ADJACENT PL. or LOT LINES       | _____         |  TREE           |       |
| EDGE OF EXISTING ASPHALT        | _____         |  WATER METER    |       |
| INDEX CONTOUR LINE              | _____         |  SEWER CLEANOUT |       |
| _____ -424-                     |               |  IRRIGATION BOX |       |
| INTERMEDIATE CONTOUR LINE       | _____         |                                                                                                      |       |
| _____ -544-                     |               |                                                                                                      |       |
| ④ SANITARY SEWER MANHOLE & PIPE | SS _____      |                                                                                                      |       |
| CULINARY PIPE LINE              | _____ W _____ |                                                                                                      |       |
| GAS LINE & MANHOLE              | _____         |                                                                                                      |       |
| _____ GAS                       |               |                                                                                                      |       |
| PETAINING WALL                  | _____         |                                                                                                      |       |
| FENCE WOOD                      | _____         |                                                                                                      |       |

**BENCHMARK  
ENGINEERING &  
SURVEYING**



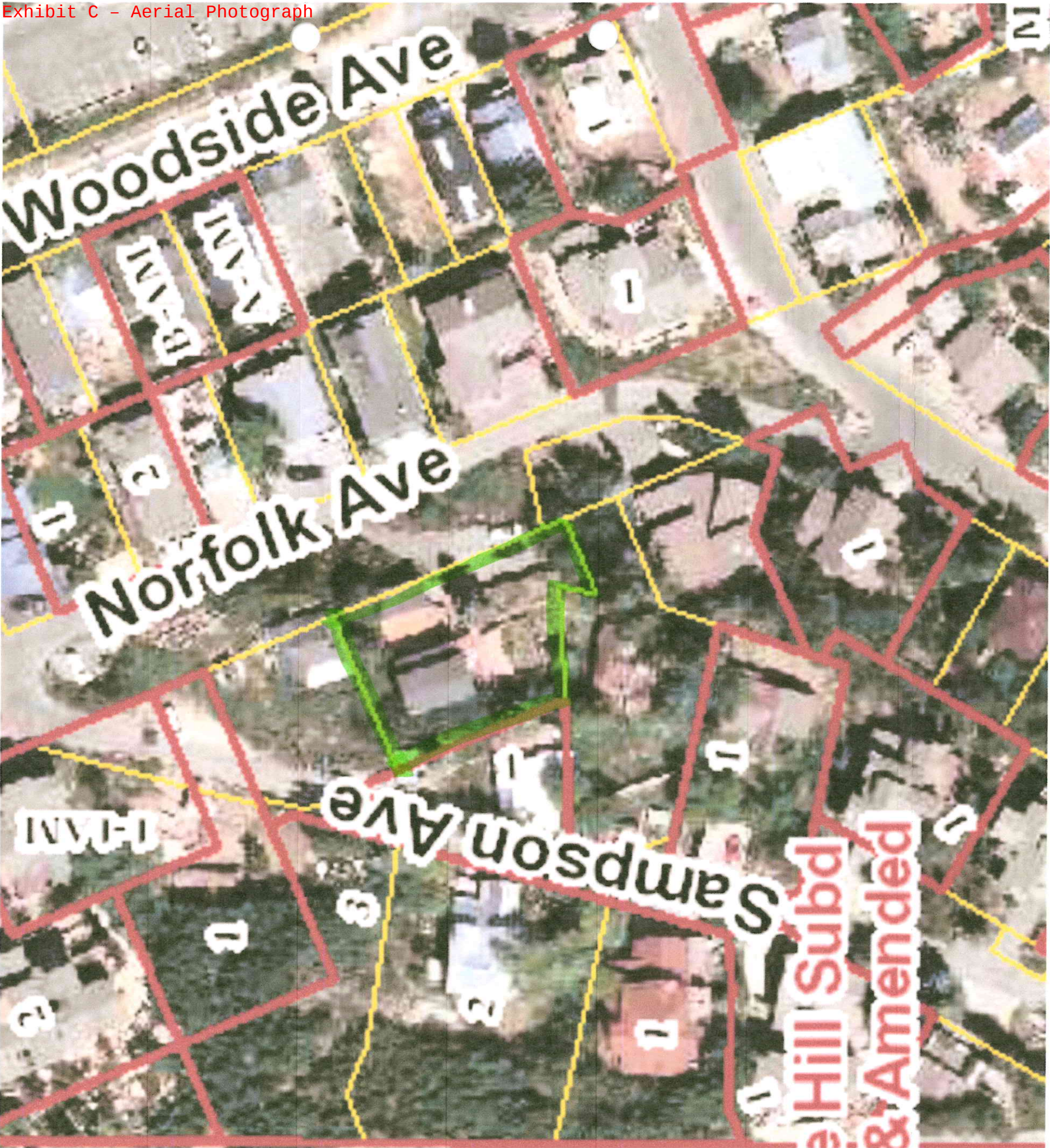
CHERYL HEWETT  
125 NORFOLK AVENUE  
PARK CITY, SUMMIT COUNTY, UTAH

PROJECT NO. 1409128

BOUNDARY AND  
TOPOGRAPHIC  
SURVEY

SVBT.01  
1 OF 1

APR 07 2015



RECEIVED  
MAR 19 2015  
PARK CITY  
PLANNING DEPT.











**PARK CITY MUNICIPAL CODE - TITLE 15 LMC, Chapter 4 - Supplemental Regulations**  
**15-4- 36**

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loss of parking shall be mitigated in the Applicant's plan.

(3) The proposed Use shall not impede pedestrian circulation, emergency Access, or any other public safety measure.

(4) The Use shall not violate the City Noise Ordinance.

(5) The Use and all signing shall comply with the Municipal Sign and Lighting Codes.

(6) The Use shall not violate the Summit County Health Code, the Fire Code, or State Regulations on mass gathering.

(7) The Use shall not violate the International Building Code (IBC).

(8) The Applicant shall adhere to all applicable City and State licensing ordinances.

*(Amended by Ord. Nos. 06-22; 09-10; 12-37)*

**15-4 -17. SETBACK  
REQUIREMENTS FOR UNUSUAL  
LOT CONFIGURATIONS.**

All Lots shall have a front, two (2) sides and a rear Setback with the following exceptions and clarifications.

(A) Development on Corner Lots shall have two (2) front Setbacks, unless otherwise an exception by this Code. The

Rear Yard will be the side of the Property opposite the driveway Access from the Street. If it is not clear which boundary should border the Rear Yard, the Planning Director may specify which is the Rear Yard.

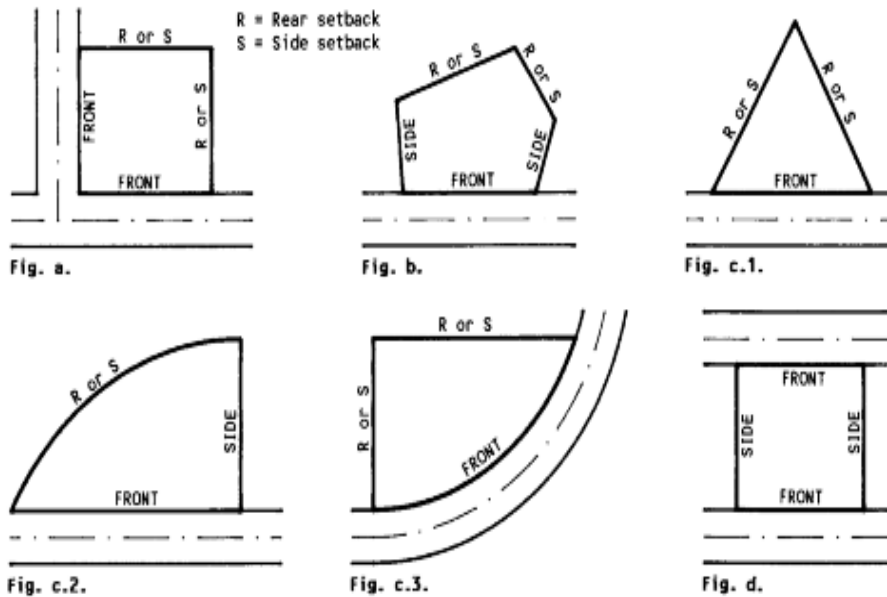
(B) Lots with more than four (4) sides shall have a Side Yard on either side of the Front Yard. The third Side Yard and Rear Yard may be specified by the Planning Director.

(C) Lots with three (3) sides will have a front Setback, side Setback and rear Setback. In those cases where one (1) side is clearly opposite the front, the rear Setback must be opposite the front Setback. If it is not clear where side and rear Setbacks should be, the Planning Director may choose which is a Side Yard and which is a Rear Yard.

(D) On those Lots, which border a Street on both the back and front, both sides must have a front Setback, unless otherwise an exception by this Code.

(E) Any Lots, which are not specified in this section, shall have Setbacks determined by the Planning Director.

See the following illustrations:



(Amended by Ord. No. 06-22)

#### 15-4 -18. PASSENGER TRAMWAYS AND SKI BASE FACILITIES.

(A) **CONDITIONAL USE.** The location and Use of a Passenger Tramway, including a ski tow or ski lift, is a Conditional Use. The location of base and terminal facilities for the Passenger Tramway is a Conditional Use in all zones where the Use may be considered.

(B) **CONDITIONAL USE REVIEW.** Conditional Use permits under this section shall be issued only after public hearing before the Planning Commission, and upon the Planning Commission finding that all the following conditions can be met:

(1) **OWNERSHIP OF LIFTWAY.** The Applicant owns or controls the Liftway necessary to construct and operate the Passenger Tramway. For the purpose of this section, ownership or control is established if the Applicant can demonstrate that he has title to the Property being crossed by the Liftway, or an easement over that Property, or options to acquire the Property or an easement or a leasehold interest in the Property, or an option to acquire a leasehold, of at least fifteen (15) years duration. Ownership or control of portions of the Liftway, which cross over Public Streets may be demonstrated by a written permit or license to cross the Street, signed by the governmental entity, which has jurisdiction over

Exhibit F - Planning Director Setback  
Determination Site Plan

HEWTEX SUBDIVISION

AMENDING A PORTION OF LOTS 7, 8, 11 AND  
ALL OF LOTS 9 AND 10 IN BLOCK 78  
OF THE MILLSITE RESERVATION  
LOCATED IN THE SOUTHEAST QUARTER OF  
SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST,  
SALT LAKE BASE AND MERIDIAN  
PARK CITY, SUMMIT COUNTY, UTAH

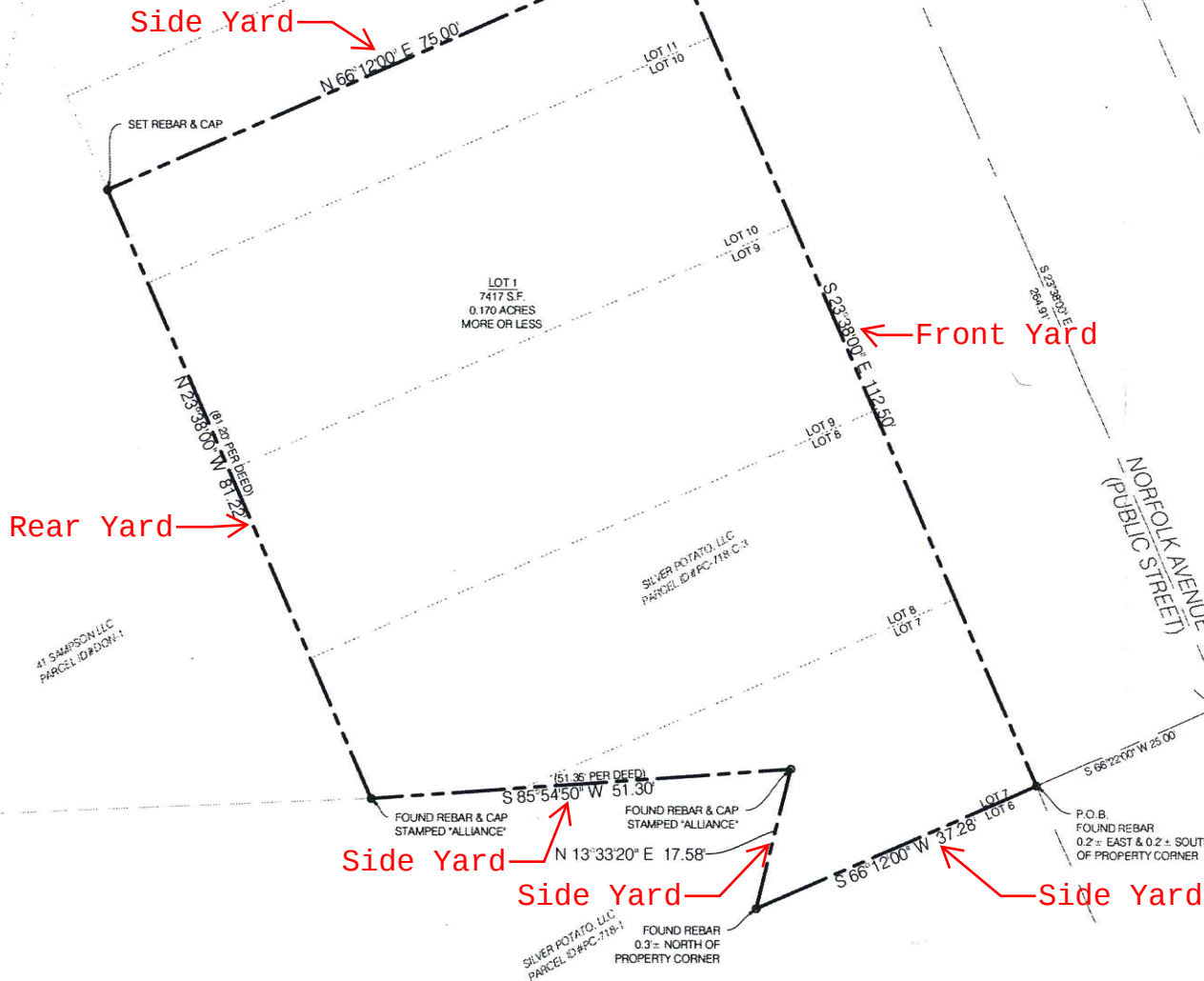


GRAPHIC SCALE

(IN FEET)  
1 inch = 10ft.

LEGEND

- EXISTING STREET MONUMENT
- STREET MONUMENT (NOT FOUND)
- CENTER LINE
- BOUNDARY LINE
- ADJACENT PROPERTY
- RIGHT OF WAY



SURVEYOR'S CERTIFICATE  
I, BRIAN A. LINAM DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD  
CERTIFICATE NO. 7240531, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER  
CERTIFY THAT BY AUTHORITY OF THE OWNER(S), I HAVE MADE A SURVEY OF THE TRACT OF LAND  
SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND WILL HEREAFTER TO BE KNOWN AS:

HEWTEX SUBDIVISION

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON  
THIS PLAT.

BOUNDARY DESCRIPTION

BEGINNING AT THE SOUTHEAST CORNER OF LOT 7, BLOCK 78, MILLSITE RESERVATION, PARK CITY,  
UTAH; AND RUNNING THENCE SOUTH 66° 12' WEST 37.28 FEET; THENCE NORTH 13° 33' 20" EAST 17.58  
FEET; THENCE SOUTH 85° 54' 50" WEST 51.35 FEET (SURVEYED DISTANCE 51.30 FEET); THENCE NORTH  
23° 38' WEST 81.20 FEET (SURVEYED DISTANCE 81.22 FEET); THENCE NORTH 66° 12' EAST 75.00 FEET;  
THENCE SOUTH 23° 38' WEST 112.50 TO THE POINT OF BEGINNING.

CONTAINS 7,417 S.F.  
0.170 ACRES, MORE OR LESS  
1 LOT



OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED ARE THE OWNER(S) OF THE ABOVE  
DESCRIBED TRACT OF LAND, AND HEREBY CAUSE THE SAME TO BE COMBINED INTO 1 LOT, AS SET  
FORTH TO BE HEREAFTER KNOWN AS

HEWTEX SUBDIVISION

IN WITNESS WHEREBY HAVE HEREUNTO SET HAND(S) THIS DAY  
OF A.D. 20

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of Utah } S.S.  
County of Salt Lake }  
ON THE DAY OF A.D. 2014, PERSONALLY APPEARED  
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF SALT LAKE IN SAID  
STATE OF UTAH, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS  
THE OF A LIMITED LIABILITY COMPANY, AND THAT  
HE/SHE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID  
LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED AND ACKNOWLEDGED TO ME THAT SAID  
LIABILITY COMPANY EXECUTED THE SAME.

MY COMMISSION EXPIRES: (DATE) COMMISSION NUMBER:

NOTARY PUBLIC SIGNATURE RESIDING IN COUNTY

PRINT NAME

HEWTEX SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF  
SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST,  
SALT LAKE BASE AND MERIDIAN  
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 1



BENCHMARK  
ENGINEERING &  
LAND SURVEYING  
9136 SOUTH STATE STREET SUITE # 100  
SANDY, UTAH 84070 (801) 543-7192  
www.benchmarkcivil.com

PARK CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE PARK  
CITY PLANNING COMMISSION ON THIS  
DAY OF 2015 A.D.

CHAIRMAN

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP  
WAS APPROVED BY PARK CITY COUNCIL  
ON THIS DAY OF  
2015 A.D.

BY  
PARK CITY RECORDER

SNYDERVILLE BASIN WATER  
RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO  
SNYDERVILLE BASIN WATER RECLAMATION  
DISTRICT STANDARDS ON THIS DAY OF  
2015 A.D.

BY  
S.B.W.R.D.

ENGINEERS CERTIFICATE

I FIND THIS PLAT TO BE IN  
ACCORDANCE WITH THE  
INFORMATION ON FILE IN MY OFFICE  
ON THIS DAY OF  
2015 A.D.

BY  
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS  
DAY OF  
2015 A.D.

BY  
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK  
CITY COUNCIL ON THIS DAY OF  
2015 A.D.

BY  
MAYOR

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT AND FILED AT THE  
REQUEST OF

DATE: TIME:

BOOK: PAGE: ENTRY NO.:

FEE: RECORDER:

**PARK CITY MUNICIPAL CODE - TITLE 15 LMC, Chapter 9 - Non-Conforming Uses  
and Non-Conforming Structures**

**15-9-5**

**15-9-6. NON-COMPLYING  
STRUCTURES.**

No Non-Complying Structure may be moved, enlarged, or altered, except in the manner provided in this Section or unless required by law.

**(A) REPAIR, MAINTENANCE,  
ALTERATION, AND ENLARGEMENT.**

Any Non-Complying Structure may be repaired, maintained, altered, or enlarged, provided that such repair, maintenance, alteration, or enlargement shall neither create any new non-compliance nor shall increase the degree of the existing non-compliance of all or any part of such Structure.

**(B) MOVING.** A Non-Complying Structure shall not be moved in whole or in part, for any distance whatsoever, to any other location on the same or any other lot unless the entire Structure shall thereafter conform to the regulations of the zone in which it will be located.

**(C) DAMAGE OR DESTRUCTION  
OF NON-COMPLYING STRUCTURE.**

If a Non-Complying Structure is allowed to deteriorate to a condition that the Structure is rendered uninhabitable and is not repaired or restored within six (6) months after written notice to the Property Owner that the Structure is uninhabitable and that the Non-Complying Structure or the Building that houses a Non-Complying Structure, is voluntarily razed or is required by law to be razed, the Structure shall not be restored unless it is restored to comply with the regulations of the zone in which it is located. If a Non-Complying Structure is

involuntarily destroyed in whole or in part due to fire or other calamity and the Structure or Use has not been abandoned, the Structure may be restored to its original condition, provided such work is started within six months of such calamity, completed within eighteen (18) months of work commencement, and the intensity of Use is not increased.

*(Amended by Ord. No. 06-35)*

**15-9-7. ORDINARY REPAIR AND  
MAINTENANCE AND STRUCTURAL  
SAFETY.**

The Owner may complete normal maintenance and incidental repair on a complying Structure that contains a Non-Conforming Use or on a Non-Complying Structure. This Section shall not be construed to authorize any violations of law nor to prevent the strengthening or restoration to a safe condition of a Structure in accordance with an order of the Building Official who declares a Structure to be unsafe and orders its restoration to a safe condition.

**15-9-8. APPEALS.**

Appeal from a Board of Adjustment decision made pursuant to this Chapter shall be made to the district court and not to City Council. Any Person applying to the district court for review of any decision made under the terms of this Chapter shall apply for review within thirty (30) days after the date the decision is filed with the City Recorder as prescribed by state statute.



**DATE: July 9, 2015**

**TO HONORABLE MAYOR AND COUNCIL**

Staff is requesting consideration of a proposed amendment to the 02-15 Housing Resolution that would allow developers to provide deed restricted affordable housing in advance of incurring a housing obligation from a future development project under the City's Housing Resolution. Staff also requests approval of an updated Fee in-Lieu calculation in accordance with the 02-15 Housing Resolution.

**Respectfully:**

Rhoda Stauffer, Housing Specialist



## City Council Staff Report

**Subject:** Affordable Housing  
**Author:** Rhoda Stauffer  
**Department:** Sustainability  
**Date:** July 9, 2015  
**Type of Item:** Legislative

**Summary Recommendations:** Staff recommends that City Council review, take public comment, and approve a proposed amendment to the City's Affordable Housing Resolution regarding fulfillment of housing obligations in advance of a future development project that would incur the obligation. In addition, staff recommends approval of an updated Fee in-Lieu calculation.

**Executive Summary:** The proposed amendment to the 02-15 Housing Resolution would allow developers to provide deed restricted affordable housing in advance of incurring a housing obligation from a future development project under the City's Housing Resolution. Staff also requests approval of an updated Fee in-Lieu calculation in accordance with the 02-15 Housing Resolution.

**Topic/Description:** Amendment to 02-15 Housing Resolution and approval of an updated Fee in-Lieu calculation.

### **Acronyms in this Report:**

AUE = Affordable Unit Equivalent  
EHU = Employee Housing Unit  
MPD = Master Planned Development

**Background:** In March 2015, housing staff learned of a likely request from a local developer to approve affordable units for deed restrictions in advance of the commercial or residential development that would incur the affordable housing obligation. In order to accommodate such a request, the City's Housing Resolution would have to be amended.

In addition, staff conducts an annual review of the Fee-in-Lieu calculation in accordance with the Housing Resolution. As a result, staff recommends a small increase based on the most recent review.

**Analysis:** Staff would like to encourage City Council to consider allowing affordable housing construction obligations in advance of future development projects. As you know, housing resolutions are revised and amended across the years to allow for changes in the community, economic fluctuations and demographic trends.

This year, staff is anticipating a request from Mark Fischer to fulfill AUEs in advance of his potential Bonanza Park development projects with an off-site project at 1440 Empire

Pass. This amendment, however, would not in any way approve a specific request. Instead, when staff receives an Affordable Housing Mitigation Plan from a potential applicant, such as Mr. Fischer, the proposal will be presented to the Housing Authority and the policy issue of allowing off-site fulfillment will be included by staff in the analysis of the pros and cons of the request.

With the ability to meet housing obligations early, developers will be able to complete EHUs, which may likely result in more workforce families in affordable units sooner than otherwise. Since the proposed language protects the City's right to calculate unit equivalents based on the Housing Resolution in place at the time of the application, staff feels the amendment adequately balances Council's Housing goals and the changes in our economy and needs as a community over time.

In addition, since the triggering development must be identified in order to have EHU's approved in advance, the City can regulate the amount of off-site units that are requested. Off-site units are approved in circumstances where the placement of EHU's accommodates the needs of the employees and in many cases are closer to amenities. Such was the case with Empire Pass on-mountain units where 25% of the EHUs generated were required to be on mountain (on-site) so that a good portion of deed restricted units are in town.

Therefore, staff recommends the following addition to Section 14 of the 02-15 Housing Resolution.

***"B. Fulfillment in Advance of Obligation:*** Affordable units may be completed in advance of development that triggers an affordable housing obligation. In instances where a residential or commercial developer wants to build and deed restrict units in advance of incurring an affordable housing obligation, the units will be valued as to number of AUEs under the Housing Resolution in existence at the time the market development occurs. The future development shall be identified within the recorded deed restriction document. The units shall be built in accordance with prevailing Land Management Code and deed restricted at the time of approval. The total square footage of deed restricted units will be converted to Affordable Unit Equivalents in compliance with the Housing Resolution in effect at the time a plat is approved for the development that triggers the housing obligation. If for some unforeseen reason, the development triggering the obligation is not completed, the City will entertain a request that the recorded deed restriction on the subject affordable units be removed."

#### **Annual Review of Fee-in-Lieu Calculation**

In accordance with the Housing Resolution – Section 9.B.6 of the 02-15 Housing Resolution, attached as Exhibit A – staff reviews the Fee-in-Lieu Calculation annually.

The Fee-in Lieu of Development calculation is based on a five year average of sales. Condominium and single family home sales of 500 and 2,000 square feet are used to calculate a cost per square foot. This is then compared to the maximum sale price a

family of three can afford with annual income equal to Park City's workforce wage - \$52,096 in 2015.

As a result, staff recommends the Fee-in-Lieu be increased to \$142,462

**Department Review:** This report has been reviewed by Sustainability, the City Attorney's office and the City Manager.

#### Alternatives:

- A. Approve:** Approve the recommended amendment to the 02-15 Housing Resolution, which will provide more flexibility for developers to fulfill future housing obligations, as well as approve a Fee-in-Lieu increase for 2015 (\$142,462). **Staff's Recommendation.**
- B. Deny:** Deny the recommended amendment which will limit the ability of future developers to fulfill housing obligations in advance of incurring them, and the Fee-in-Lieu will remain at the current level of \$139,794.
- C. Modify:** Request staff to modify the recommendation, which will delay the process, but without substantial short-term impacts.
- D. Continue the Item:** Continue the item and request staff modify the recommendation, which will delay the process, but without substantial short-term impacts.
- E. Do Nothing:** The same effect as Alternative B above.

#### Significant Impacts:

|                                                                                                   | World Class Multi-Seasonal Resort Destination<br>(Economic Impact)                              | Preserving & Enhancing the Natural Environment<br>(Environmental Impact)                       | An Inclusive Community of Diverse Economic & Cultural Opportunities<br>(Social Equity Impact)                          | Responsive, Cutting-Edge & Effective Government                                                   |
|---------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| Which Desired Outcomes might the Recommended Action Impact?                                       | + Balance between tourism and local quality of life                                             | ~                                                                                              | + Residents live and work locally<br><br>+ Diverse population (racially, socially, economically, geographically, etc.) | + Streamlined and flexible operating processes                                                    |
| Assessment of Overall Impact on Council Priority (Quality of Life Impact)                         | Positive<br> | Neutral<br> | Very Positive<br>                 | Positive<br> |
| <b>Comments:</b> This amendment would provide another tool for development of affordable housing. |                                                                                                 |                                                                                                |                                                                                                                        |                                                                                                   |

**Funding Source:** There is no funding associated with this request.

**Consequences of not taking the recommended action:** No action on the recommended amendment will continue to limit the ability of developers to fulfill housing obligations in advance of incurring them. Also, the Fee-in-Lieu calculation will remain at the current level - \$139,794.

**Recommendation:** Staff recommends that City Council review, take public comment and approve a proposed amendment to the City's Affordable Housing Resolution regarding fulfillment of housing obligations in advance of development that incurs the obligation. In addition, staff recommends approval of an updated Fee in-Lieu calculation.

Attachment: Exhibit A – red-lined amended Housing Resolution

**EXHIBIT A**

**Resolution \_\_\_\_-15**

**RESOLUTION ADOPTING AFFORDABLE HOUSING GUIDELINES AND  
STANDARDS FOR PARK CITY, UTAH**

WHEREAS, the livability and viability of Park City is directly affected by the availability of a sufficient amount of housing affordable to all residents; and

WHEREAS, the City Council desires to establish policies to ensure a reasonable opportunity for a variety of housing and which bears an essential nexus to maintaining the social, economic and political fabric of the community; and

WHEREAS, the 2012 Park City Housing Assessment and Plan concluded that housing costs continue to outpace wages in the service sector areas of the resort-based economy and has resulted in making housing unaffordable to working residents of the City; and

WHEREAS, the 2012 Park City Housing Assessment and Plan projects that the Leisure and Hospitality employment sector will continue to drive the demand for additional workforce housing in Park City; and

WHEREAS, it is in the best interest of the community and a legitimate government interest to formulate guidelines and standards to establish a consistent criteria for review of Master Planned Development applications and annexation petitions and other development actions where affordable housing is needed to mitigate the impact of the project on the community; and

WHEREAS, the cost of providing affordable housing and any solutions should equitably apportion the cost based on impact generation, growth inducement and the underlying goal to provide a diversity of housing types and prices in our community in order to maintain a healthy economy and diverse population.

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

**SECTION 1. ADOPTED HOUSING STANDARDS AND GUIDELINES.** The following housing standards and guidelines are hereby adopted. Unless otherwise defined separately herein, all words and terms shall have the same meaning as defined in the Land Management Code, as amended.

**SECTION 2. APPLICABILITY.** These standards shall apply to all new Housing and Commercial Development created under Title 15, Chapter 6 Master Planned Developments and Title 15, Chapter 8 Annexations of the Park City Land Management Code. These standards shall apply to prior agreements on density or configuration unless specifically addressed within Development Agreements.

**SECTION 3. PURPOSE.** The purpose of this Resolution is to ensure that new development does not adversely affect the supply of affordable housing in the City and to maintain the social, economic and political fabric of Park City's community character. It is intended that the requirements imposed herein are roughly proportionate and reasonably related to the impacts of the Development.

**SECTION 4. REVIEW.** This Resolution shall be reviewed by the City Council at least biennially to ensure that these standards are meeting the housing goals and objectives.

**SECTION 5. DEFINITIONS.**

- **Affordable Housing:** Housing costs – rent plus basic utilities or mortgage, tax, insurance and/or Homeowners Association payments – that consume no more than 30 percent of a household's income.
- **Affordable Housing Unit:** Dwelling units that are deed restricted to the housing size and type for individuals meeting occupancy guidelines approved by the Park City Council.
- **Affordable Unit Equivalent:** A two-bedroom unit with 900 square feet of Net Livable Space shall be considered one Affordable Unit Equivalent.
- **Bedroom:** Designed to be used for sleeping purposes and which contains closets and meets all applicable City Building Code requirements for light, ventilation, sanitation and egress.
- **Deed Restriction:** A contract entered into between Park City Municipal Corporation and the owner or purchaser of real property identifying the conditions for occupancy and resale.
- **Household:** All related and unrelated individuals occupying a unit.
- **Household Income:** Combined gross income of all individuals who will be occupying the unit regardless of legal status. Adjustments to the gross for business expenses can be made for persons who are self-employed.
- **Net Livable Square Footage:** Is calculated on interior living area and is measured interior wall to interior wall, including all interior partitions. Also included, but not limited to, habitable basements and interior storage areas, closets and laundry areas. Exclusions include, but are not limited to, uninhabitable basements, mechanical areas, exterior storage, stairwells, garages (either attached or detached), patios, decks and porches.
- **Park City Workforce Wage:** The median wage of the core Park City workforce as determined annually by the City Council. See Section 17.G. for calculation method.
- **Studio Unit:** Living quarters designed around a relatively large single room incorporating the features of a living room, bedroom, dining room/kitchen and bathroom.

**SECTION 6. EXEMPTIONS.** The development of affordable housing units as defined by the Land Management Code is exempt from the requirements of this Resolution. This may include projects developed by or sponsored by nonprofit organizations and projects for which agreements have been executed that provided affordable housing or land for said purpose.

**SECTION 7. FEE WAIVERS.** Title 11, Chapter 12-13 of the Municipal Code provides that “any part of the fees included in this Title may be waived by the City Council upon recommendation of the City Manager, for those projects which are deemed to serve a beneficial public purpose that would be harmed by the City requiring the payment of such fees, such as low income housing projects.” Pursuant to Title 11, Chapter 13-4(A) of the Municipal Code, the City Council can waive impact fees for construction of affordable housing up to \$5,000 per unit.

**SECTION 8. CALCULATION OF MINIMUM AFFORDABLE HOUSING REQUIREMENTS**

**A. Residential Development.**

For projects where units are offered for sale or rent, the Developer shall provide affordable housing units in an amount equal to fifteen percent (15%) of the total residential units constructed. Affordable units developed on-site in fulfillment of this requirement are not included in the density calculation for the project.

**RESIDENTIAL GENERATION CALCULATION EXAMPLE**

An Applicant has received approval for a 128 unit Master Planned Development.

1. 128 units (total units approved) multiplied by .15 (residential mitigation rate) equals 19.2 Affordable Unit Equivalents.
2. One Affordable Unit Equivalent equals 900 square feet of net livable space.
3. The total approved units for this MPD is 128 market rate units plus 19.2 affordable unit equivalents which equals 17,280 total net square feet of additional livable space.

## B. Commercial Development

The Developer shall be required to mitigate 20 percent of the employees generated. For projects with a commercial component, the minimum affordable housing requirements shall be determined according to the following formulas:

**Table 1: Employee Generation by Type of Use.**

| Type of Use                     | Full Time Equivalents (2080 hours) per 1,000 net leasable square feet |
|---------------------------------|-----------------------------------------------------------------------|
| Restaurant/Bar                  | 6.5                                                                   |
| Education                       | 2.3                                                                   |
| Finance/Banking                 | 3.3                                                                   |
| Medical Profession              | 2.9                                                                   |
| Other professional services     | 3.7                                                                   |
| Personal services               | 1.3                                                                   |
| Real Estate/Property management | 5.9                                                                   |
| Commercial/Retail               | 3.3                                                                   |
| Recreation/amusements           | 5.3                                                                   |
| Utilities                       | 2.9                                                                   |
| Lodging/hotel                   | 0.6/room                                                              |
| Condominium Hotel               | Greater of lodging/hotel calculation or residential mitigation rate   |
| Overall/General                 | 4.4                                                                   |

The Overall/General Type of Use shall apply to any use not listed in the Employee Generation Table if an Independent Calculation is not performed.

## EMPLOYEE GENERATION CALCULATION EXAMPLE

An application for a Master Planned Development of 20,000 square feet of commercial space and 100 hotel rooms has been submitted. The commercial uses include:

- 10,000 square feet of retail space
- 5,000 square feet of restaurant/bar space
- 5,000 square feet of professional services

1. Using the above Employee Generation Table, the project will generate 144 employees.
  - *Retail* at 3.3 employees per 1,000 square feet equals 33 employees
  - *Restaurant/Bar* at 6.5 employees per 1,000 square feet equals 32.5 employees
  - *Professional Services* at 3.7 employees per 1,000 square feet equals 18.5 employees
  - *Hotel* at .6 employees per unit equals 60 employees.
2. 144 (total number of employees) multiplied by .20 (mitigation rate) equals 28.8 employees.
3. 28.8 employees divided by 1.5 (workers per household) equals 19.2 employee unit equivalents required.

4. The Developer is required to provide 19.2 Affordable Unit Equivalents or a total of 17,280 net square feet of additional livable space in addition to approved commercial and hotel density.

**C. Reduction of Employee Generation for Institutional/Nonprofit Use.** The City Council may reduce the base employee generation rate by up to fifty percent for uses that are “non-commercial or non-residential in nature, which provide educational, social or related services to the community and which are proposed by public agencies, nonprofit agencies, foundations and other similar organizations “upon finding that the benefits/impacts of such Development as they relate to other general plan goals and/or action items outweigh the housing impacts.

**D. Independent Calculation.** An applicant may submit an independent calculation of the number of employees to be generated by a proposed development, to be used in place of the Employee Generation Table. The independent calculation shall be accepted by the City Council if the Council determines the calculation constitutes compelling evidence of a more accurate calculation of employee generation than Table 1: Employee Generation Table. Should the independent calculation not be accepted, then the applicable employee generation factor from the Employee Generation Table shall be applied to the proposed Development. Any acceptance of an Independent Calculation shall be site and use specific, non-transferable and be memorialized in a Development Agreement between the property owner and the City. Such Agreement shall be executed prior to the issuance of any building permit.

**E. Redevelopment: Additions and Conversions of Use.** Redevelopment or remodeling in an existing use or the change in use from one use to another is exempt from the requirements of this Resolution, provided such activity does not create additional employment generation as determined in *Table 1: Employee Generation by Type of Use*. Only the uses and areas that existed prior to the redevelopment or remodeling shall be exempt from the requirements of this Resolution. Any new area or unit or any change in use which creates additional Employee Generation as determined in *Table 1: Employee Generation by Type of Use* shall be subject to this provisions of this Resolution. Mitigation shall be required for the employees generated by the proposed total square footage (including addition) minus the employment generation of the total structure. If the developer converts one land use to another with higher employment generation rates, the mitigation will be based on the increase in FTEs. For example, a conversion of a 1,000 sq. ft. retail establishment with an employee generation rate of 3.3 FTEs per 1,000 square feet to a private club with a generation rate of 6.5 FTEs per 1,000 square feet results in a net increase in 3.2 FTE and would require additional mitigation.

**F. Final Unit Requirement Calculations.** The final calculations for the number of inclusionary units and the rental or sales price for these units shall be made prior to the issuance of building permits for the covered project.

## **SECTION 9. METHODS OF HOUSING REQUIREMENT COMPLIANCE**

- A. Unit Types:** The distribution of on-site dwelling unit types that meet the deed restricted affordable unit requirements of this section shall be as follows:
- Single-Family: In developments where only single-family detached dwelling units are being produced, the required on-site Affordable Unit Equivalents shall also be single-family detached dwelling units.

- **Multi-Family:** In developments where only multi-family buildings are being produced, the required on-site Affordable Unit Equivalents shall also be within the multi-family building or buildings.
- **Mixed:** In developments where there is a mix of dwelling unit types such as: detached single-family, townhomes, duplexes or attached single-family, or multi-family condominium or apartment buildings, or other types of units, the required on-site Affordable Unit Equivalents shall also be a mix in the same proportion as the market rate dwelling units.
- **Alternative Distribution Ratios:** Different unit distribution among the Affordable Unit Equivalents may be permitted on a case-by-case basis if doing so would accomplish additional benefits or result in a better design than not using the distribution of units provided for in this section.

**B. Minimum Square Footage Standards:** In order to assure livability, the standard net livable square footage for affordable units shall be as follows:

|                       |                   |
|-----------------------|-------------------|
| Dormitory             | 150 square feet   |
| Single Room Occupancy | 275 square feet   |
| Studio                | 400 square feet   |
| One Bedroom           | 650 square feet   |
| Two Bedroom           | 900 square feet   |
| Three Bedroom         | 1,150 square feet |
| Four Bedroom          | 1,400 square feet |

Any deviation from these standards shall be approved by Park City Housing Authority as part of the applicable Affordable Housing Mitigation Plan.

The Building Department prior to the issuance of any building permits for either the free market or employee housing component of the project must verify square footage. The Building Department may check the actual construction of the Affordable Unit Equivalents.

**3. Winter Seasonal Units.** Pursuant to the applicable City codes, an applicant for a development may, at the sole discretion of the City and subject to certain requirements, satisfy the employee housing requirements by provision of dormitory/lodge units designed for occupancy by seasonal employees. The dormitory/lodge units must satisfy all requirements of the applicable Guidelines and shall be required to meet the following minimum standards:

- Occupancy of a dormitory unit shall be limited to no more than 8 persons.
- There shall be at least 150 square feet of net livable square footage per person, including sleeping and bathroom uses.
- At least one bathroom shall be provided for shared use by no more than four persons. The bathroom shall contain at least one toilet, one wash basin, one bathtub with a shower and a total area of at least 60 net livable square feet.
- A kitchen facility or access to a common kitchen or common eating facility shall be provided subject to the Building Department's approval and determination that the facilities are adequate in size to service the number of people using the facility.
- Use of 20 net leasable square feet per person of enclosed storage area located within, or adjacent to, the unit.

- Rents for dormitory units will be set by Special Review on a case-by-case basis, given the unique and varying characteristics of dormitory units, with affordability as the key issue.
- Seasonal Lodge Developments may be required to house qualified employees of the community at large.

**4. Special Needs Emergency/Transitional Housing.** Pursuant to the applicable City codes, an applicant for a development may, at the sole discretion of the City and subject to certain requirements, satisfy a portion of its employee housing requirements by provision of special needs emergency/ transitional housing units through either direct construction, land donation or the donation of existing units. There must be a quantified, demonstrated need for the emergency/transitional housing within the Park City boundaries. The housing must be developed in collaboration with a federally recognized, 501(c)(3) nonprofit organization. The housing must satisfy all requirements of the applicable Housing Guidelines and Standards as well as comply with all applicable local, state and federal requirements. Given the unique and varying characteristics of the population to be served, the rents for emergency/transitional housing must be approved in advance by the City Council.

**5. Minimum Green Building Requirements.** All new construction or substantial rehabilitation projects developed in fulfillment of the affordable housing obligation must demonstrate that it meets the NAHB Green Standards or a LEED Certification level. All appliances and products including light bulbs shall be Energy Star qualified products for all new construction or substantial rehabilitation.

**6. Affordable Unit Amenities.** Inclusionary units may differ from the market units with regard to interior amenities and gross floor area provided that:

- These differences, excluding differences related to size differentials are not apparent in the general exterior appearances of the project's units; and
- These differences do not include insulation, windows, heating systems and other improvements related to the energy efficiency of the project's units.
- The gross floor area of the inclusionary units is not less than the following minimum requirements, unless waived by the City.

### **C. Methods of Meeting Minimum Requirements.**

The following methods, in order of priority, may be used to meet the minimum affordable housing mitigation requirements.

- 1. Construction of unit(s) on the site on which the development is proposed.**  
Affordable housing units shall be constructed on the project site, unless the developer can demonstrate compelling evidence that an alternative method would result in a better design, enhanced level of affordability or that the construction on-site would adversely affect the design of the project.
- 2. Construction of the unit(s) within the Park City corporate limits provided such land, site or structure had not been previously deed-restricted for affordability.**
- 3. Dedication of existing units within Park City corporate limits provided such units have not been previously deed-restricted for affordability.** Units must be of equivalent value, quality and size of the deed restricted units that would have been constructed on-site. Existing units must be in move-in condition with appliances,

windows, heating, plumbing, electrical systems, fixtures and equipment in good working condition. The value of dedicated existing units will be determined, at the expense of the developer, by an appraiser selected by the developer from a list of certified appraisers provide by the City of by such alternative means of valuation as to which a developer and the City may agree. All units shall be inspected and shall meet applicable Park City building codes. Applicant shall bear the costs and expenses of any required upgrades to meet the above standards as well as any reports required to assess the suitability for occupancy and compliance with the standards of the proposed units. All appliances and products including light bulbs shall be Energy Star qualified products.

4. **Construction of units outside Park City, but within the Park City School District boundary as it stands on January 1, 2015.**
5. **Conveyance of land within the Park City School District boundary as it stands on January 1, 2015 provided such land has not been previously deed-restricted for affordability.** The developer may elect to (a) convey land to the City or its designee that is of equivalent value to the cash in lieu contributions that would be required under this Resolution, plus an additional 25 percent to cover costs associated with holding, developing, improving or conveying such land; or (b) convey land to the City or its designee that is of equivalent value (as of the date of conveyance) to that land upon which required units would otherwise have been constructed and properly zoned such as to allow construction of at least that number of units for which the obligation of construction is being satisfied by the dedication of the land. Land conveyance shall occur prior to the issuance of any building permit for the free market portion of the development. Should the City Council later elect to sell the land, all proceeds from the sale of the land shall be placed in a dedicated housing fund.
6. **Payment of Fees in Lieu of Development.** If the City determines that (1) no other alternative is feasible, or (2) such a payment would result in more immediate development of housing or (3) such a payment would leverage additional resources, then a Payment of Fees in Lieu of Development may be accepted. The collected funds may only be expended for projects located within the corporate limits of Park City or within the Park City School District boundary as it stands on January 1, 2015. The Payment in Lieu Fee shall be calculated and published annually in [April-June](#) on the City's affordable housing webpage. Updates may occur more frequently at the request of the City Council to reflect changing real estate conditions. Any Fees in Lieu collected and any interest accrued, shall be used only for the purpose of planning for, subsidizing or developing affordable and employee housing.

**SECTION 10. DEED RESTRICTION.** Prior to the plat recordation provisions to ensure continued affordability of inclusionary units shall be embodied in legally binding agreements and/or deed restrictions, which shall be prepared by the developer, but which shall not be recorded or filed until reviewed and approved by the City Attorney with such modifications as it may deem necessary to carryout the purpose of this Resolution. No building permit application shall be accepted in the absence of proof of the execution of requirement agreements and covenants. In the event such restrictions are voided by bankruptcy or other legal action, the City may revoke the Certificate(s) of Occupancy until such time as subsequent owner complies with the standards herein.

**SECTION 11. TIMING OF OCCUPANCY.** The affordable units shall be ready for occupancy no later than the date of the initial or temporary occupancy of the free market portion of the project. If the free market units are to be developed in phases, then the affordable housing can be developed in proportion to the phasing of the free market units as approved in the Housing Mitigation plan.

**SECTION 12. APPLICABILITY OF RESOLUTION TO PRIOR APPROVALS OR PENDING APPLICATIONS.**

**A. Prior Development Agreements.** Developments, which received development plan approvals prior to the adoption of this housing resolution, shall conform to the provisions of the resolution in place at the time of applicable complete application. Any modifications to an existing Development Agreement that results in an increase in housing units or employee generation shall be subject to the provisions of this Resolution.

**B. Prior Annexation.** Unless otherwise provided in Conditions of Approval or a Development Agreement, Developments subject to affordable housing requirements imposed by annexation agreements entered into prior to the effective date of this Resolution may develop in conformity with the Resolution in place at the time the Annexation Agreement was approved.

**C. Pending Project Approval Actions.** Developments for which complete applications were filed prior to the effective date of this Resolution, but have not been reviewed by the appropriate body, must conform to the Resolution in place at time of application.

**SECTION 13. HOUSING MITIGATION PLAN.** The Applicant shall submit a Housing Mitigation Plan. The Housing Mitigation Plan shall be reviewed by the Planning Commission as part of the application to the City for the Annexations or Master Planned Development with a recommendation forwarded to the City Council. The Housing Mitigation Plan shall include the following:

**A. Calculation and Method.** The calculation of, and method by which housing is to be provided, in compliance with Section 8 "Calculation of Minimum Affordable Housing Requirement" and Section 9 "Method of Housing Requirement Compliance."

**B. Unit Descriptions.** If affordable housing units are to be developed, a site plan and building floor plans (if applicable), illustrating the number of units proposed, their location, the number of bedrooms in and square foot of each unit, and the rental/sale mix of the development. The proposed sale prices and rent levels shall also be included.

**SECTION 14. CONSTRUCTION TIMING.**

**A. Construction of Market Units.** Affordable units shall be made available for occupancy on approximately the same schedule as a project's market units; except that Certificates of Occupancy (temporary or permanent) for the last ten percent of the market units shall be withheld until Certificates of Occupancy have been issued for all of the inclusionary units. Other phasing agreements may be accepted, if doing so would accomplish additional benefits for the City consistent with the purposes of this Resolution. A schedule setting forth the phasing of the total number of units in a covered project, along with a schedule setting forth the phasing of the required inclusionary units shall be approved prior to the issuance of a building permit.

**B. Fulfillment in Advance of Obligation.** Affordable units may be completed in advance of development that triggers an affordable housing obligation. In instances where a residential or commercial developer wants to build and deed restrict units in advance of incurring an affordable housing obligation, the units will be valued as to number of AUEs under the Housing Resolution in existence at the time the market development occurs. The future development shall be identified within the recorded deed restriction document. The units shall be built in accordance with prevailing Land Management Code and deed restricted at the time of approval. The total square footage of deed restricted units will be converted to Affordable Unit Equivalents in compliance with the Housing Resolution in effect at the time a plat is approved for the development that triggers the housing obligation. If for some unforeseen reason, the development triggering the obligation is not completed, the City will entertain a request that the recorded deed restriction(s) on the affordable units be removed.

**SECTION 15. GOOD FAITH MARKETING REQUIRED.** All sellers or owners of deed restricted affordable units shall engage in good faith marketing efforts each time a deed restricted unit is rented or sold such that members of the public who are qualified to rent or purchase such units have a fair chance of becoming informed of the availability of such units. A public marketing plan shall be submitted by the developer for the initial sale or lease of the units.

**SECTION 16. LOCAL PREFERENCE OPTION.** In order to address the City's local preference options, any deed restricted affordable housing project shall give preference to full-time employees (a minimum of 30 hours per week) of businesses within the Park City School District boundaries. Preference is also given to Senior Citizens (62 & older) and persons who are physically and/or mentally challenged.

**SECTION 17. MAXIMUM RENTS AND SALES PRICES.** The following provision shall apply to the calculation of rents, selling prices and/or carrying charges of deed restricted affordable units.

**A. Occupancy.** In calculating the rents or carrying charges of inclusionary units, the following relationship between unit size and household size shall apply:

- Dormitory/Single Room Occupancy: 1 person per 150 net livable square feet.
- Studio/Efficiency: 1 person per household
- One-bedroom: 1.5 person household
- Two-bedrooms: 2.5 person household
- Three-bedroom: 4 person household
- Four-bedroom: 6 person household.

**B. Rental Units.** Inclusionary rental units in any one development shall be rented at a price, which, on average, is affordable to a household with an annual income of 100% of the Park City Workforce Wage.

**C. For Sale Units.** The initial sales price for an affordable unit in any one development shall average a price affordable to a household earning 150 percent of Park City Workforce Wage ("Target Household Income"). Sale Price shall be calculated according to the following guidelines: utilities plus mortgage payment for the Owner Occupied Unit, including principal, interest, taxes and insurance ("PITI"), shall not exceed 30% of the Target

Household Income. The assumptions used to calculate the sales price shall be: (i) a 5% down payment; (ii) a 30-year term; and (iii) an interest rate equal to the prevailing FirstHome rate, or its program equivalent, of the Utah Housing Corporation ([www.utahhousingcorp.org](http://www.utahhousingcorp.org)) at the time of the offer.

**D. Appreciation Limits.** Provisions to ensure continued affordability of inclusionary units offered for sale shall include a formula limiting equity appreciation to either a shared percentage of the equity appreciation or a cap on the equity appreciation, with such adjustments for improvements made by the seller and necessary costs of sale as may be approved by the City. The form of the resale restriction shall be determined by the City at the time of approval of the Housing Mitigation Plan.

**E. Limitation on Rental Rates and Terms.** The rate at which an Owner shall rent the Units shall not exceed the Maximum Rent as established by the City. The Maximum Rent shall be set as affordable to households earning 100% of Park City Workforce Wage and adjusted annually by the percentage increase in the Consumer Price Index for the western region. Allowable increase will be published in April of each year on the City's affordable housing webpage. Unless otherwise approved, the minimum lease term shall be six months.

**F. Income Limits.** The City reserves the right to place an income/asset limitation for prospective owners or renters as needed to further the goals of this Resolution.

**G. Park City Workforce Wage.** Park City Workforce Wage for a family of three shall be calculated in April of each year and published on the City's affordable housing webpage. It is based on the prior year's wages as reported by the Utah Division of Workforce Services. Workforce Wage is calculated as follows:

- Summit County median wage for prior year;
- Add six percent for additional earnings such as tips, incentives, bonuses, and overtime as well as other income such as investments and non-cash benefits; and
- Multiply total by 1.5 to account for the average household in Park City having 1.5 workers.

**SECTION 18. TERM OF AFFORDABILITY.** The Term of Affordability shall be for a period of not less than forty (40) years. At the expiration of the initial forty (40) year term, this Agreement shall be reviewed for additional consecutive ten (10) year terms, unless the City shall determine, based an independent housing needs assessment, that the Unit is no longer necessary to satisfy the affordable/employee housing needs in Park City.

**SECTION 19. WAIVERS.** The City Council may waive all or part of the requirements of this Resolution in exchange for enhanced project affordability or livability including but not limited to the incorporation of sustainable building practices and systems in the unit design and development.

**SECTION 20. ADMINISTRATIVE RELIEF.** The City Council may waive all or part of the requirements of this Resolution where the applicant can establish by clear and convincing financial data and other evidence relating to the character of the development or surroundings that the imposition of the requirements set forth in this article shall create an economic hardship.

The Council shall use the same standards that it applies to historic properties in making a determination of economic hardship. A waiver under this section shall be granted only to the extent necessary to relieve the hardship or difficulty that serves as the basis for the requested waiver and shall not be considered precedent for future requests for administrative relief.

**SECTION 21. SEVERABILITY.** If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate distinct and independent provision and such holding shall not affect the validity of the remaining portions of the Resolution.

**SECTION 22. EFFECTIVE DATE.** This Resolution shall take effect upon adoption by the City Council. All prior Housing Resolutions and parts of Resolutions in conflict with the provisions of this Resolution are hereby repealed. This Resolution repeals and replaces all prior housing resolutions including Resolution s 37-91, 8-93, 6-94, 7-95, 17-99,10-2006, 20-07, ~~and~~ 25-12 ~~and~~ 02-15.

PASSED AND ADOPTED this 98th day of July ~~January~~, 2015.

PARK CITY MUNICIPAL CORPORATION

\_\_\_\_\_  
Mayor Jack Thomas

Attest:

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Marci Heil, City Recorder

Approved as to form:

\_\_\_\_\_  
Mark Harrington, City Attorney