

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JULY 9, 2009**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council and Housing Authority of Park City, Utah will hold their regularly scheduled meetings at the Library and Education Center, Room 205, 1255 Park Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, July 9, 2009.

Work Session

2:15 p.m.	Council questions/comments	
2:25 p.m.	Arts-Kids extraordinary funding request	P. 6 - 29
2:45 p.m.	Municipal Carbon Reduction Action Plan and 2008 Footprint	P. 30 - 44
3:15 p.m.	Community Visioning report findings	P. 45 - 48

5:15 p.m. Planning Commission interview

Closed Session

5:30 p.m. Personnel, property, and litigation

Regular Meeting

6:00 p.m.

ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV WORK SESSION NOTES AND MINUTES OF MEETING OF JUNE 18, 2009

V CONSENT AGENDA *(Items that have previously been discussed or are perceived as routine and may be approved by one motion. Listed items do not imply a predisposition for approval and may be removed by motion and discussed and acted upon under “Additional Discussion – Agenda Items”)*

1. Consideration of waiver of building-related fees in the amount of \$3,735 for the Fairway Hills Pump Station P. 68 - 69
2. Consideration of waiver of building-related fees in the amount of \$61,369 for the Snow Creek Cottages Housing Project, located at 2060 Park Avenue, Park City, Utah P. 70 - 72
3. Consideration of a contract with Alliance Engineering in the amount of \$39,115 for construction, engineering, management and inspection for the Fairway Hills finished waterline, in a form approved by the City Attorney P. 73 - 92

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

1. Consideration of an Ordinance establishing compensation for the Mayor, City Council and Statutory Officers for Fiscal Year 2009-2010, Park City, Utah

(a) Public hearing P. 93 - 96

(b) Action

2. Consideration of a construction agreement with Granite Construction in the amount of \$1,276,572 for the construction of the Bonanza Drive Reconstruction Phase 1, in a form approved by the City Attorney P. 97 - 116

3. Consideration of an Ordinance amending Title 2, Administration, and Title 11, Building and Building Regulations, of the Municipal Code of Park City, Utah

(a) Public hearing P. 117 - 148

(b) Action

4. Consideration of an Ordinance amending Title 15 Land Management Code, Chapters 1, 2, 5, 11 and 15 related to the adoption of updated Design Guidelines for Park City's Historic Districts and Historic Sites P. 149 - 197

(a) Public hearing

(b) Action

5. Consideration of a Resolution adopting Historic District Design Guidelines for Park City, Utah P. 149 - 197

(a) Public hearing

(b) Action

VII OLD BUSINESS (*Continued items*)

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

(a) Public hearing P. 198 - 199

(b) Possible action

VIII ADDITIONAL DISCUSSION – AGENDA ITEMS

IX ADJOURNMENT

A Park City Housing Authority Meeting will convene

**PARK CITY HOUSING AUTHORITY
SUMMIT COUNTY, UTAH
JULY 9, 2009**

PUBLIC NOTICE IS HEREBY GIVEN that the Housing Authority of Park City, Utah will hold its regularly scheduled meeting at the Library and Education Center, Room 205, 1255 Park Avenue, Park City, Utah after the adjournment of the City Council meeting as described below on Thursday, July 9, 2009.

I ROLL CALL

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

III MINUTES OF MEETING OF FEBRUARY 26, 2009 P. 64 - 67

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

Consideration of Proposed Affordable Housing Agreement between Park City and United Park City Mines Company/Talisker amending the Phasing Plan and donating the Quinn's Junction Parcels in accordance with Section 2.10.5 of the Amended and Restated Development Agreement for Flagstaff Mountain P. 200 - 202

V ADJOURNMENT

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

Posted: 07/06/09

See: www.parkcity.org

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

July 2009 (*Candidate filing period 7/1 – 7/15*)

- 9 **Jim gone**
- 16 **Roger gone**
 - Ironhorse Transit Facility expansion design update
 - Quarterly goal update
 - BOA and HPB interviews (3:30 – 5:30 p.m.)
 - Planning Commission appointments
 - MFL – PCMC employee party – August 8
 - MFL – Tour of Park City – August 1
 - MFL – Tour of Utah – August 22
 - MFL – LDS Church Pioneer Day Celebration in City Park – July 24
 - 7620 Royal Street E, Royal Plaza – Amd to RoS [PL-09-00659] KW (motion to continue to 8/6)
 - 331 McHenry Ave – Plat Amd [PL-09-00702] KC
 - 7888 Aster Lane – Plat Amendment [PL-07-00115] KW
 - 1439 Woodside Avenue – Plat [PL-09-00660] KC
- 20 *Joint meeting with Summit County Council – Richens Building 9 – 11 a.m.*
- 23 **No meeting**
- 24 *Pioneer Day – City offices closed Friday*
- 30 Site visit to St. Regis
 - RAB interviews
 - SR248 tunnel - work
 - Contract for fiber replacement for Marsac Building
 - First amendment to the public service agreement with Carollo Engineers
 - Resolution approving the PCMC Water Conservation Plan
 - Contract with _____ in the amount of \$_____ for construction, engineering, management and inspection for the Lower Silver Creek raw waterline, in a form approved by the City Attorney

August 2009

- 6 Award of Certified Municipal Clerk (CMC) designation to Sharon Bauman by the UMCA Board on behalf of IIMC
 - 7620 Royal Street E, Royal Plaza – Amd to RoS [PL-09-00659] KW
 - 1897 Prospector Ave, Gigaplat – Plat [PL-09-00682] KW
- 13 **Dana and Tom gone – no meeting**
- 20 Emergency management update
 - Environmental strategic plan update
 - MFL – Park City Endless Summers and Dogday Afternoons – 8/29 City Park
 - Election Judges - Appointment
- 27 **No meeting**
- 29 **Move back to Marsac**

September 2009

3
10 **No meeting – City Tour**
15 *Primary election*
17 **Liza gone**
24

October 2009

1 **Liza gone**
8
15
22
29

November 2009

3 *General Election*
5
12
19
26 Thanksgiving

December 2009

3
10
17

Pending Items:

Business license policy – late summer

Performance measures - August

For hire vehicles licensing

Ordinance amending Municipal Code Titles 1 and 2

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

Carrying capacity/market analysis survey

Wild land interface issues

City Council Staff Report

Subject: Extraordinary Requests – Special Service Contracts
Author: Jed Briggs
Department: Budget, Debt, & Grants
Date: July 9, 2009
Type of Item: Discussion

Summary Recommendations:

Discuss and give direction that Arts-Kids, the Norwegian Outdoor Exploration Center, and other requests should be considered in 6 months for extraordinary request money—taken from unallocated funds not used during the Special Service Contract decision process. Council should also review Special Service Contract Deadline (Extraordinary Requests) policy.

Topic/Description:

Extraordinary Requests – Special Service Contracts

Background:

On May 28, staff presented to Council the recommendation from the Special Service Contract (SCC) Committee regarding which organizations would receive funding (and for what amount). As noted, during this Council meeting the total amount that would be awarded for FY 2010 was lower than the budgeted amount (there's about an \$18,000 per year difference). *See table below for more details.* The Budget Document's 'Policies & Objectives' allows for extraordinary requests after the March 31 application deadline. The policy was altered on June 18, under Council direction, to consider extraordinary requests every six months if there are unallocated funds:

Deadlines: ~~Beginning Fiscal Year 2004~~, All proposals for Special Service Contracts must be received no later than March 31. A competitive bidding process conducted according to the bidding guidelines of the City may set forth additional application requirements. ~~If there are unallocated funds, extraordinary requests may be considered every six months during the two-year budget cycle, unless otherwise directed by Council.~~

~~Emergency~~ Extraordinary requests received after this deadline must meet all of the following criteria to be considered ~~before the next fiscal year~~:

1. The request must meet all of the normal Public Service Fund Distribution Criteria and qualify under one of the existing Special Service Contract categories;
2. The applicant must show that the requested funds represent an unexpected fiscal need that could not have been anticipated before the deadline; and
3. The applicant must demonstrate that other possible funding sources have been exhausted.

On June 18, Arts-Kids (a current Special Service Contract recipient) requested \$20,000 more for one year (FY 2010), since there was a financial need and the City had unallocated funds. Council was willing to exercise the “unless otherwise directed by Council” clause of the policy and consider awarding SSC money right now rather than in 6 months. In order to make a more informed decision, Council directed Staff to come back on July 9 with Arts-Kids’ original SSC application as well as any other financial and pertinent details. Since that time the Norwegian Outdoor Exploration Center has requested funding as well.

Special Service Contracts FY 2010 - FY 2011

Organizations	Request	Pervious Award 2008 - 2009	Recommended Funding 2010 - 2011	Annual
Park City/Summit County Arts Council	\$168,932	\$59,138	\$48,000	\$24,000
Mountainlands Community Housing Trust	\$36,000	\$30,000	\$30,000	\$15,000
P.C. Adult ESL	\$9,000	\$14,000	\$9,000	\$4,500
Park City Chamber/Bureau	\$200,000	\$160,000	\$160,000	\$80,000
P.C. Historical Society and Museum	\$80,000	\$104,000	\$60,000	\$30,000
Recycle Utah - Operating	\$59,950	\$45,846	\$46,000	\$23,000
Recycle Utah - Rent Contribution	\$19,154	\$19,154	\$19,154	\$9,577
People's Health Clinic	\$81,692	\$60,600	\$64,500	\$32,250
Christian Center	\$30,000	\$20,000	\$20,000	\$10,000
Mountain Mediation Center	\$34,564	\$23,508	\$23,500	\$11,750
Peace House, Inc.	\$52,700	\$50,000	\$50,000	\$25,000
Park City Community Outreach Center	\$20,000	\$21,000	\$20,000	\$10,000
KPCW	\$59,400	N/A	\$0	\$0
Summit Land Conservancy	\$88,676	\$15,000	\$0	\$0
Total	\$940,068	\$622,246	\$550,154	\$275,077
Youth Organizations	Request	Pervious Award 2008 - 2009	Recommended Funding 2010 - 2011	Annual
Children's Justice Center	\$10,000	\$10,000	\$10,000	\$5,000
ArtsKids	\$30,000	\$20,000	\$20,000	\$10,000
Boys and Girls Club of Greater SL - Operating	\$50,000	\$40,000	\$20,000	\$10,000
Boys and Girls Club of Greater SL - Rent	\$36,688	\$0	\$36,688	\$18,344
PC Education Foundation	\$20,000	N/A	\$10,000	\$5,000
Holy Cross Ministries	\$50,000	\$10,000	\$10,000	\$5,000
PC Performing Arts Foundation	\$10,000	N/A	\$5,000	\$2,500
Youth WinterSports Alliance	\$18,000	N/A	\$15,000	\$7,500
McPolin Elementary School	\$20,000	\$20,000	\$20,000	\$10,000
Valley Mental Health	\$20,000	\$10,700	\$10,000	\$5,000
Big Brothers/Big Sisters of Utah *	\$15,000	\$15,000	\$15,000	\$7,500
National Ability Center	\$40,520	\$0	\$0	\$0
Total	\$320,208	\$125,700	\$171,688	\$85,844
Grand Total	\$1,260,276	\$747,946	\$721,842	\$360,921

Analysis:

At this time, there are currently two formal extraordinary requests for more funding: Arts-Kids (\$20,000 more for FY 2010 only) and the Norwegian Outdoor Exploration Center (\$20,000 for two years). It must be noted that several other SCC recipients have inquired about additional funding. The Norwegian Outdoor Exploration Center has never applied for funding before now.

Since the time of Arts-Kids’ first application, individual and corporate donations have fallen off significantly, leaving a projected revenue decline of 39% over last fiscal year. The Norwegian Outdoor Exploration Center (outdoor educational organization) has also

experienced a drop off in funding sources. Their application states: “The drop in funding from the Summit County RAP Tax was unforeseen and has had a direct negative impact on our current year’s budget. Additionally, our fundraising responses are proving insufficient to maintain our programs.” These may constitute ‘extraordinary requests.’ Of course, it might be assumed that during this down economy many SCC recipients and other non-profits have seen similar losses in funding. Therefore, it is staff’s recommendation to adopt the new extraordinary request policy and wait six months in order to compile new applications together and present them to Council at the same time.

Department Review:

Budget, Debt, & Grants Department, the Legal Department, and the City Manager reviewed this report.

Alternatives:

A. Approve:

- a. Approve up to \$18,000 of additional SSC money for Arts-Kids (FY 2010 only).
- b. Approve half of the request (\$10,000 – FY 2010) for Arts-Kids.
- c. Approve half of the request (\$10,000 – FY 2010) for Arts-Kids and the remainder (\$8,000) for the Norwegian School or vice versa.

B. Deny:

- a. Defer both SSC Extraordinary Request applications right now with the intent of looking at them again in six months (along with any other requests). This is staff’s recommendation.
- b. Deny both SSC Extraordinary Request applications and reserve the \$18,000 budgeted for future extraordinary requests to be used at Council’s discretion.

C. Modify:

See Alternative A.

D. Continue the Item:

See Alternative B.

E. Do Nothing:

See Alternative B.

Recommendation:

It is staff’s recommendation to adopt the new extraordinary request policy and wait six months in order to compile all new requests together and present them to Council at the same time.

Attachments:

A – Arts-Kids’ Original SCC Application

B – Arts-Kids’ New Request for Additional Funding

C – Norwegian Outdoor Exploration Center’s Extraordinary Request



Special Service Contract Application

Park City Municipal Corporation

(1) Organization Contact Information

Name Pat Drewry Sanger, Executive Director

Address P.O. Box 980365

Park City, Utah 84098

Phone 435-615-7878

Fax 435-649-7204

E-mail pat@arts-kids.org

(2) Applicable Special Service Contract category for this proposal:

Youth Programming

(3) Proposed Total (two-year) Contract Amount: \$ 30,000 (\$15,000/year)

Signed: Pat Drewry Sanger Date: March 30, 2009

(4) a. How Requested Funds will be Used

The funds will be used to support the Arts-Kids program in the Park City School District for the academic years of 2009-2010 and 2010-2011.

The Arts-Kids, Inc. after-school program in Park City/Summit County serves between 350 and 420 children each year. It is a youth development program that uses the arts in a small group setting with an emphasis on creating a safe, though diverse community. School counselors, or other knowledgeable staff, carefully select students to be invited to participate in order to balance each group with different ages and backgrounds. Children, ages 8-15, who have more than average stressors and those underserved by other resources are prioritized. There are a minimum of 30% minority youth represented each session – the minorities represented are primarily Hispanic children with a few Native American, African American, Asian or European as well.

Mission Statement: Empowering Youth Through the Expressive Arts: Connecting Through Creativity.

Rationale:

Through the arts, participants learn problem solving, creative thinking and listening skills. These abilities, which are transferable to the classroom and other life activities, can aid in reducing the risk of school dropout and/or juvenile delinquency. When children feel they belong and are encouraged to think and express themselves creatively, they are more motivated to achieve their potential. The Arts-Kids program focuses on increasing motivation, building intimacy, and creating a sense of community, therefore improving confidence and sense of belonging.

Arts programs in public schools have suffered heavily in recent years due to a number of factors. Tightening budgets have caused cuts in programs – often the arts – and the focus on testing due to No Child Left Behind laws. Today schools focus on enabling children to pass testing in the basics, much to the detriment of the arts. Yet, participation in the arts is important to success in other subjects. Many children have learning styles better suited for the hands-on experience of the arts. Children with learning disabilities and language barriers respond enthusiastically and can achieve success through artistic expression. In Arts-Kids they are encouraged to use their imagination freely and experience the joy of the improbable as well as building friendships and community. When children and youth associate positive experiences of fun and a sense of belonging, their motivation and self-esteem increase and they are less likely to drop out of school or erupt in angry destructive behaviors. They are also learning to lead and to follow, laying a foundation for productive future citizens.

Program Description:

A trained facilitator leads each group of 18 children with the help of 4-5 trained volunteers of high school age or adults, providing a ratio of 1:3 adults to children. They form a structured container within which the children are encouraged to celebrate and express their unique selves through verbal and artistic expression of all modalities. The

facilitator and volunteers are mentors and role models for the children during the life of the group.

Each group begins and ends with a talking circle, often using a talking stick decorated by members of the current group. In the opening circle, each child and adult states a “high” and a “low for the week and an intention for the 2.5 hour session. During the closing circle, each person indicates whether his/her intention was met and relates a learning experience or what was meaningful during the art process. Practicing professional artists, comfortable and skilled with children, are contracted to provide experiential activities in each of their particular art form. All modalities are incorporated within the ten weeks from visual (2 and 3 dimensional), movement, drama and music. The emphasis is on the process versus the end product.

In the Park City/Summit County model each group is a link in a network of small groups in the elementary and middle schools in a school district. The same format is used in each group, which allows for quality control and standardization of the model. Facilitators, artists and volunteers are trained in the implementation of the format and philosophy. They also learn positive group dynamics and behavior management. Facilitators and artists are paid \$100/2.5 hour session.

(3) b. Financial Information

Program Budget:

The participant cost for each ten-week group is \$3600 or approximately \$200 per student. Artists and facilitators receive a stipend of \$100 per session. The cost of art supplies varies; depending on the art activity, but typically averages \$205 per group.

<u>PROGRAM BUDGET</u>	
Program Year - July 2008 to June 2009	
<u>PROGRAM</u>	
Stipend - Artists	11,840.00
Stipend - Facilitators	16,640.00
Art Supplies	3,328.00
Other Program Expenses	<u>1952.00</u>
	\$33,760.00
<u>ADMINISTRATIVE AND OVERHEAD</u>	
Portion of Executive/Program Director's Time	3,840.00
Portion of Administrator's Time	1,152.00
Office and Personnel Overhead Costs	5,064.00
	\$10,056
<u>TOTAL PROGRAM COSTS</u>	\$43,816

The staff is lean with a full-time Executive/Program Director and part-time Administrator/Development Assistant. A full-time Program Director was budgeted for this year, but due to the downturn, the position has not been filled.

.Arts-Kids received support from the following foundations for the current fiscal year, 2008-2009. Requests for 2009-2010 have been submitted to Qwest and the George S. and Dolores Doré Eccles Foundation and some revenue from the RAP is still available to begin the Fall 2009 program. Applications will be made at the time of their due dates for the rest. Though we have increased our proposal output, we expect that we will not see a substantive increase in foundation support from new sources for another 12 to 18 months. The help of our faithful supporters is crucial at this time.

<u>SOURCES OF INCOME</u>		
Program Year - July 2008 to June 2009		
Frontier Bank	(Received)	1,000.00
U.S. Bank	(Received)	1,000.00
Park City Foundation	(Received)	5,000.00
Wishnick Foundation	(Received)	5,000.00
Qwest	(Received)	5,000.00
Staples Learning Foundation	(Received)	10,000.00
George S. & Dolores Dore Eccles Foundation	(Received)	13,000.00
Park City Municipal Corporation	(Received)	10,000.00
Summit County RAP Tax	(Received)	<u>\$26,423.00</u>
<u>TOTAL SOURCES</u>		\$76,423.00

(4) c. Summary of Criteria Met consistent with Public Service Contract

Criterion 1: As a 501©3 not-for-profit youth development program, the overarching goal is to compliment the academic and physical development of children and youth, served by schools and sports organizations, by nurturing the creative, emotional, spiritual part of the child while he/she is still in a developmental process. The result is a balanced, healthy developing individual. A second goal is to facilitate acceptance and empathy for people of all ethnicities and backgrounds, hence preparing the child to be a productive citizen in a global community (a requirement of Criterion 1). Arts-Kids has been measuring results through surveys of all participants-teachers, students, volunteers and facilitators as well as artists for several years. The individual behavior identified in the beginning of the group by teachers for each child is the most quantifiable objective, but the same set of behaviors have been measured over a period of six years through these surveys. Consistently positive change in these behaviors have been rated significantly above the mean across the board by all survey participants

Arts-Kids makes every effort to cooperate with all other activities in the schools as well as other organizations with similar missions in the community. As a member of ACT (Agencies Coming Together) Arts-Kids communicates regularly with such organizations as Big Brothers and Big Sisters, Boys and Girls Club and Holy Cross Ministries to ensure we work together to meet the needs of youth in Park City. The youth in clubs such as Kiwanis Key Club and Builders Clubs, Honor Society, Interact and the Environmental Club are regular volunteers in Arts-Kids groups.

Compliance reports have always met the deadlines set by the City.

Criterion 2: Program Need and Specific City Benefit

School counselors are usually the liaison between Arts-Kids staff and the school. They have been strong advocates for the program since the program began ten years ago in April 1999. Arts-Kids is the only after-school program with no cost to participants who come from all backgrounds and abilities. One of the elementary counselors reported that parents have expressed gratitude that Arts-Kids is available to their children during these hard economic times when they cannot afford some of the programs in which their children have participated in the past.

Evaluations and verbal reports have demonstrated that children make more friends and learn to relate across boundaries with their peers through their experience in Arts-Kids. By bringing the children together in diverse groups, parents are also brought together –thereby supporting a more cohesive larger community. Children who have difficulty adjusting in school in positive ways have improved in their behavior and school attendance as a result of attending Arts-Kids and Arts-Teens. The Middle School program has provided a place for less confident youth to feel a sense of belonging and to support their increased involvement with other activities. Kids who are involved and have a place they belong are less likely to become involved in juvenile delinquency and substance abuse.

In addition to meeting the needs of youth and volunteers, the program provides income for local artists and facilitators. Most of the facilitators have been contracted for two to three years and a significant proportion of artists look forward to returning to the program each year.

Criterion 3: Fiscal Stability

Arts-Kids has evolved over ten years from one after-school group at McPolin to at least one after-school group in every elementary and middle school in the District as well as the rest of Summit County. The organization has maintained a focus on program and a very small administrative support staff. In addition to the PCMC Special Services Grant, we have consistently received funding from the RAP Tax grant, the George S. and Dolores Doré Eccles Foundation, and the Robert Wishnick Foundation. Qwest, Staples, Frontier Bank, Wells Fargo Bank, and US Bank are examples of corporations who have been or continue to be funders. Arts-Kids was one of nineteen recipients of funding from the Park City Foundation in 2008, its first year. This year over 40% more grants have been written than in the past. Individual donations have risen in the past two years, and this year despite the economy, parents and other community citizens are contributing, even if it may be a lesser amount.

The Board and staff operate from an annual budget and strategic plan, which is evaluated bi-annually. The Founder/ Executive Director received a certificate of completion from the Academy of Excellence in Nonprofit Management and Leadership at the University of Utah one year ago, which increased her skills and knowledge in nonprofit leadership. These skills have helped her lead more effectively, thereby raising the efficiency and quality of the Board and staff performance.

Criterion 4 Fair Market Value

The Service Contract has covered about a quarter of the budget needed for the Park City School District Program. Therefore, the value is considerably more than the compensation from the City.

Youth Contracts: As previously stated, Arts-Kids groups form a network of after-school groups throughout the District and involve students of all ages from 8 years on up. There is current consideration of providing a monthly Arts-Teens group next year at the High School for those students who choose to drop-in for connections and continuity of relationships. Current

discussions are taking place with other youth organizations exploring possible ways to collaborate and work together to meet the needs of the community and especially, the youth of Park City.

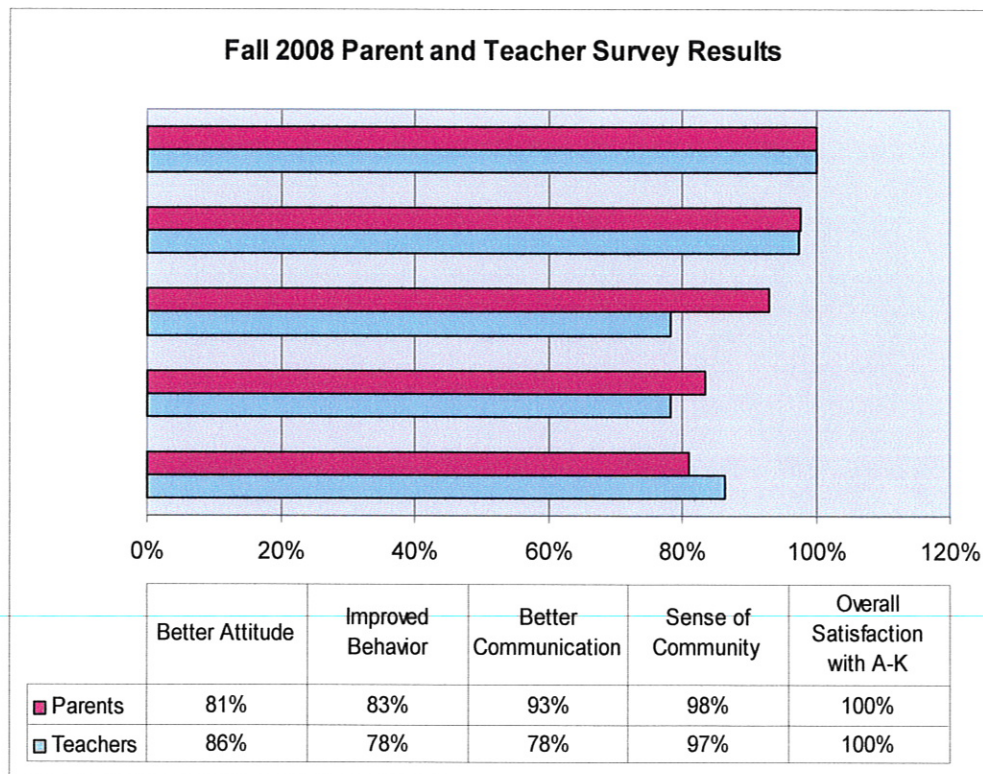
(4) d. Quantitative and Qualitative Goals

At the beginning of each 10-week session, teachers are asked to identify a behavior or skill for each child to improve upon. Following the 10-week program, surveys are collected from teachers, parents and the children at the end of each group. The latest evaluation statistics from fall 2008 provide compelling results as to the value of the Arts-Kids groups. One hundred percent of teachers and parents expressed overall satisfaction with the Arts-Kids program. Teachers noticed a marked improvement in attitude jumping from 77% in spring 2008 to 86% in fall of 2008.

A sampling of findings from past group evaluations provides additional illustration of the impact of the program. Teachers, parents and program participants expressed the following improvements:

- Higher sense of belonging and community
- Better communication of needs
- Improved behavior
- Better attitude towards school

The chart below illustrates that both parents and teachers see improvements in Arts-Kids participants.



ARTS-KIDS, Inc.
Profit & Loss Budget Overview
July 2008 through June 2009

	<u>Jul '08 - Jun 09</u>
Ordinary Income/Expense	
Income	
4000 · Private Contributions Income	
4050 · Corporation Contribution	30,000.00
4060 · Foundations Contribution	60,000.00
4070 · Individual Contribution	40,000.00
Total 4000 · Private Contributions Income	<u>130,000.00</u>
4100 · Public Contributions Income	
4150 · City Contribution	10,000.00
4160 · County Contribution	30,000.00
Total 4100 · Public Contributions Income	<u>40,000.00</u>
4200 · Summer Camps	
Kids Camp-scholarship	1,500.00
4220 · Kids Camp	4,000.00
4230 · Youth Camp	2,000.00
Total 4200 · Summer Camps	<u>7,500.00</u>
4300 · Event Income	
4301 · Corporate Sponsorship	7,500.00
4302 · Individual Sponsorship	15,000.00
4303 · Admission	3,500.00
4304 · Auction	20,000.00
4305 · Donations	1,000.00
Total 4300 · Event Income	<u>47,000.00</u>
4500 · Sales Tax Refund	170.00
Total Income	<u>224,670.00</u>
Expense	
6100 · Office Expenses	
6110 · Dues & Subscriptions	500.00
6120 · Licenses and Permits	608.00
6130 · Postage	6,000.00
6140 · Printing	2,400.00
6150 · Training & Education	800.00
Total 6100 · Office Expenses	<u>10,308.00</u>
6200 · Insurance	3,700.00
6300 · Banking & Credit Card Fees	
6310 · Credit Card Fees	300.00
Total 6300 · Banking & Credit Card Fees	<u>300.00</u>
6400 · Office Rent, Maint. & Utilities	
6420 · Utilities	1,200.00
6430 · Rent, Office	9,000.00
6440 · Maintenance & Repairs	150.00
Total 6400 · Office Rent, Maint. & Utilities	<u>10,350.00</u>

ARTS-KIDS, Inc.
Profit & Loss Budget Overview
July 2008 through June 2009

	<u>Jul '08 - Jun 09</u>
6500 · Telephone & Internet	
6510 · Telephone	2,200.00
6520 · Internet	660.00
Total 6500 · Telephone & Internet	<u>2,860.00</u>
6600 · Office Equip & Repairs	
6610 · Computer Services	500.00
6620 · Office Equipment	2,000.00
Total 6600 · Office Equip & Repairs	<u>2,500.00</u>
6700 · Travel & Entertainment	
6720 · Meals	500.00
6740 · Mileage Reimbursement	2,000.00
Total 6700 · Travel & Entertainment	<u>2,500.00</u>
6800 · Office Supplies	800.00
6900 · Advertising & Marketing	1,000.00
7000 · Payroll Expenses	
7005 · Payroll Taxes	8,500.00
7040 · Program Director	27,000.00
7060 · Executive Director	40,000.00
7070 · Administrator and Development A	18,000.00
7090 · Employee Benefits	3,100.00
Total 7000 · Payroll Expenses	<u>96,600.00</u>
7100 · Professional Services	
7110 · Accountant	3,000.00
7120 · Bookkeeper	840.00
7140 · Grantwriter	11,450.00
Total 7100 · Professional Services	<u>15,290.00</u>
7700 · Program Expenses	
7705 · Supplies	3,200.00
7710 · Program Artist	18,500.00
7730 · Program Facilitator	26,000.00
7740 · Background Checks	350.00
7750 · Volunteer Training	250.00
7760 · Gifts	350.00
7770 · Field Trips	2,000.00
7780 · Camp	3,500.00
Total 7700 · Program Expenses	<u>54,150.00</u>
7900 · Fundraising	
7901 · Event Expenses	
7905 · Food/Beverages	3,500.00
7910 · Decorations	300.00
7920 · Rent Equipment	1,200.00
7925 · Postage	860.00

ARTS-KIDS, Inc.
Profit & Loss Budget Overview
July 2008 through June 2009

	<u>Jul '08 - Jun 09</u>
7930 · Invitations	650.00
7935 · Advertising	500.00
7940 · Supplies	400.00
7945 · Copies	150.00
7950 · Permits/Licenses/Insurance	1,100.00
7970 · Contract Services	7,050.00
7995 · Facility	1,200.00
Total 7901 · Event Expenses	<u>16,910.00</u>
Total 7900 · Fundraising	<u>16,910.00</u>
Total Expense	<u>217,268.00</u>
Net Ordinary Income	7,402.00
Other Income/Expense	
Other Income	
8100 · In-Kind Donations	
8120 · Program Space	9,600.00
8130 · PCMR Camp Space	3,000.00
Total 8100 · In-Kind Donations	<u>12,600.00</u>
Total Other Income	12,600.00
Other Expense	
9100 · z-In Kind	
9120 · Z-In-kind Program Space	-9,600.00
9140 · Z-In Kind Paint The Town	-3,000.00
Total 9100 · z-In Kind	<u>-12,600.00</u>
Total Other Expense	<u>-12,600.00</u>
Net Other Income	<u>25,200.00</u>
Net Income	<u><u>32,602.00</u></u>

Attachment B



A Decade of Service to the Youth of Summit County

June 8, 2009

Park City Council
Park City, Utah 84060

Pat Drewry Sanger
Executive
Director

Dear Council Members:

Board of Trustees

Judy Hanley
Chairperson

Mary Anne
Neumeister
Vice-Chairperson

Rhoda Stauffer
Treasurer

Mike Dawson

David C. Dorsey

Corinne Humphrey

Nate Sears

Whitney Wallace

Judy Summer,
Honorary Board
Member

Thank you so much for being a supporter since our inception, when you gave us seed money in December 1998. In April 1999, we received our first grant from the Youth Advisory Council for \$4,500, which made the pilot at McPolin and further groups that fall at McPolin and Jeremy Ranch Elementary possible. Since the special service contracts began in 2004, you have recognized our benefit and standing in the community by including us in your list of contract providers. We thank the City Council for being loyal, generous partners of Arts-Kids for almost eleven years.

Now we come to you asking for your help due to an unexpected fiscal need. This fiscal year (July 1, 2008-June 30, 2009) we have a deficit of \$34,114 compared to last fiscal year (July 1, 2007-June 30, 2008). Our individual donations are down \$15,000 and our corporate donations are down \$16,114 as compared to last year. When we wrote the grant proposal in March, we did not expect the loss of funding from Staples and Qwest. Our major income occurs in the December – April time frame. Hence, we have encountered a major cash flow problem as we face fall 2009 in addition to a significant deficit.

SOURCES OF INCOME		
Fiscal Year Comparison		
	2007-2008	2008-2009 as of June 8, 2009
Foundations	24,500.00	25,000.00
Corporations	18,394.00	2,280.00
Individual Contributions	29,645.00	14,619.00
Annual Fundraiser	15,556.00	12,082.00
TOTAL SOURCES	88,095.00	53,981.00

Arts-Kids is a 501(c)3 non-profit organization. All contributions, both cash and in-kind, are 100% tax-deductible.

Attachment B

Therefore we are requesting \$30,000 for just this year's service contract to allow us to move into the fall while we are addressing the changing circumstances caused by the recession. We have talked with each individual school about ways they can contribute financially. Most of them have offered to explore ways they could contribute a portion of the cost for their groups. We have talked with Valley Mental Health, who is researching the possibility of developing a partnership to use Arts-Kids to fulfill some of their prevention programming. They expect money for this programming in September. We have plans to meet soon with Norwegian Outdoor Exploration Center about developing a partnership, since we serve many of the same children after school. We plan to submit a press release informing the public of our needs with hope that we will be able to increase our individual donor base, and we hope to have a small fundraiser in late August/early September. Through these efforts we hope to create a more sustainable financial base for the future to ensure that the Park City/ Summit County Arts-Kids program is more stable in this new recession world. Of course, we don't know which approaches will be successful but we need time and hope that you will once again come to our aid.

Most sincerely,

Pat Drewry Sanger
Executive Director

Arts-Kids is a 501(c)3 non-profit organization. All contributions, both cash and in-kind, are 100% tax-deductible.



2270 Kearns Boulevard, Park City UT 84060
435-645-5630

June 8th, 2009

To all interested parties,

I chose my greeting purposely. All of us need to be "interested parties" in reference to Arts Kids.

Arts Kids is an invaluable activity and support for the youth of the Park City area. Though communicated as an "art program", in truth, Art Kids is a program that helps to build the social and emotional needs of all kids. For McPolin Elementary, the Art Kids program offers an opportunity for all students to meet in a safe setting to better get to know and appreciate one another.

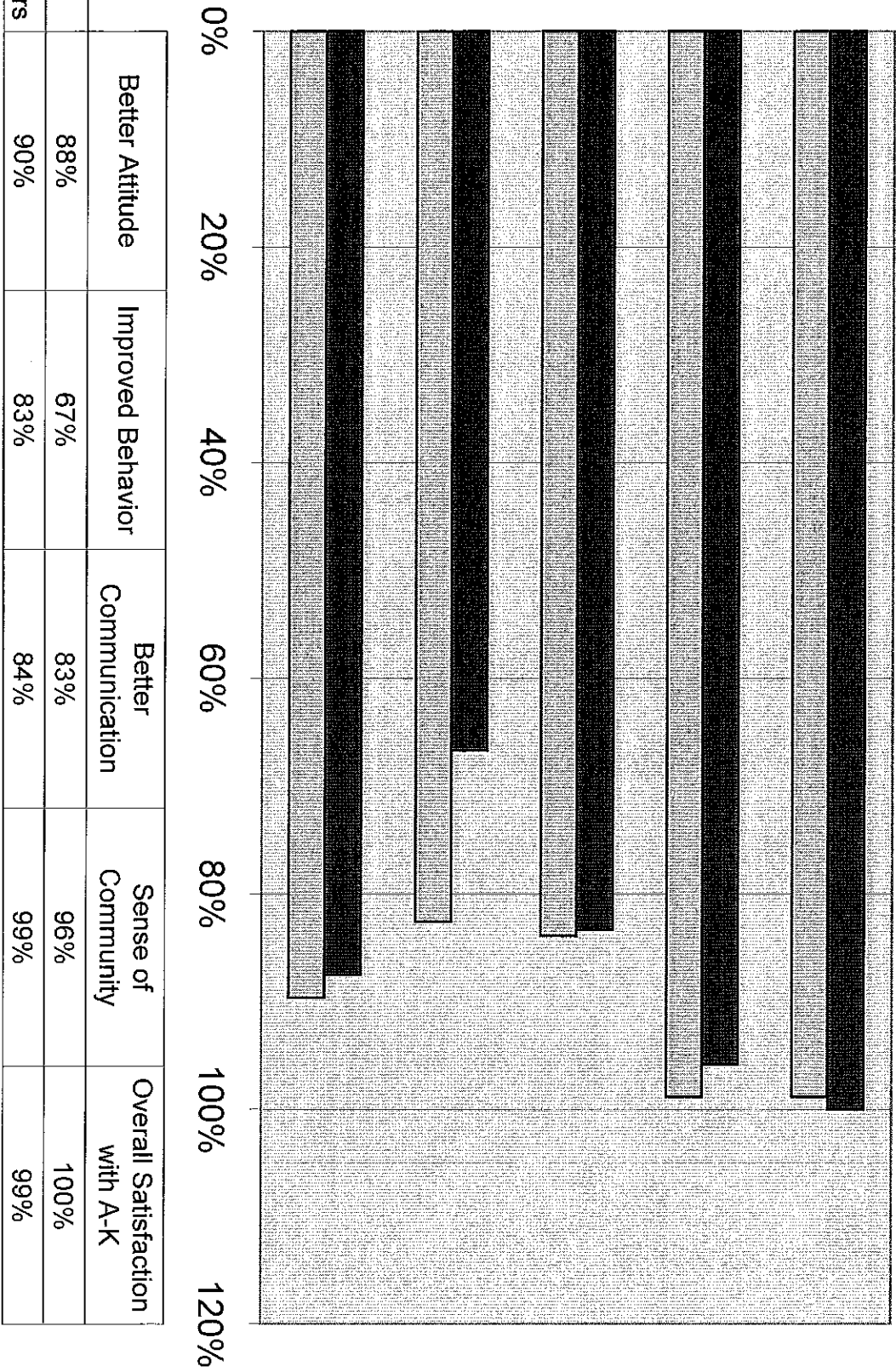
This year has been very successful. The highly qualified staff makes the difference, as in any program. As the principal of McPolin Elementary, I have witnessed the positive impact the Art Kids program provides for our students. I urge all of us to work together to ensure the continued success of the Art Kids program.

Sincerely,

Bob Edmiston
Principal, MPES

PC Schools
only

Fall 2008 Parent and Teacher Survey Results





Special Services Contract Application From Park City Municipal Corporation

(1) Organization Contact Information

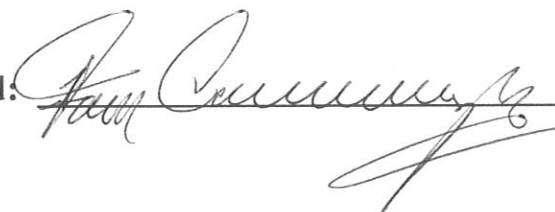
Name: Norwegian Outdoor Exploration Center
Address: PO Box 4036 Park City, UT 84060
Phone: (435) 649-5322
E-mail: tom@thenoec.org

(2) Applicable Special Service Contract category for this proposal:

Youth Programming

(3) Proposed Total (two-year) Contract Amount:

\$20,000

Signed:  Date: 1 July 2009

I. Background of NOEC

The mission of the NOEC is to “**Help Children Find Balance in Life through Nature.**” The NOEC is a non-profit 501(c)(3) outdoor educational organization devoted to interfacing the youth of our community with the natural environment in a positive and inspiring way. NOEC allows participants to experience physical, intellectual, emotional, social and spiritual uplift and development through direct contact with Nature.

Our programs are designed to share *Friluftsliv*, a traditional Norwegian way of life that reflects “**The simple, unselfish life in Nature.**” It is the practice of de-emphasizing stress and competition, and enjoying the “natural highs” that Nature and life provide. It is a relaxed and simple way of life, understanding that all life has value and that we need to treat everything and everyone with respect.

NOEC mentors share natural history and the principles of stewardship of the environment while teaching and enjoying various outdoor activities such as hiking, cross-country skiing, snow-shoeing, rock climbing, and more. The natural sciences and native crafts are shared as well, developing an appreciation for the presence and necessity of diversity in Nature and society.

II. Special Services Funding Usage

The requested funds will be used to continue to deliver unsurpassed youth Nature experiences to Park City school children, age 9 through 18. Programs run daily, typically from 9am to 2pm, giving students the opportunity to learn and grow in an outdoor classroom.

III. Public Service Fund Distribution Compliance

NOEC’s programs meet all of the public service contract criteria.

Criterion 1: Accountability and Sustainability

a. Quantifiable Goals and objectives

NOEC seeks to serve every child in the Park City school system, ideally several times through their school careers. This objective is budget limited; NOEC mentors hosted over 1,200 children in the 2008-2009 school year.

With a fully-loaded cost of \$100 per student per outing, the funding request will directly and measurably allow NOEC to host 100 students per year.

b. Non-discrimination in providing programs or services

NOEC participants are selected by their school counselor for a specific purpose (e.g., at-risk youth) or are part of a grade-wide program. Therefore, the school administrators ensure diverse student populations are included in NOEC programs.

c. Cooperation with existing related programs

NOEC is in the early stages of developing partnerships with two pillars of the Park City community. We have moved our offices to the Swaner EcoCenter and have begun to define a formal collaboration with their Board of Directors to develop joint programs, particularly offering NOEC participants access to Swaner's facilities and open-space.

NOEC has also begun a series of dialogs with Arts-Kids to find opportunities for programming and administrative collaboration.

d. Federally recognized not-for-profit status

NOEC is a registered 501(c)(3) organization. See appendix for a copy of the IRS certification.

Criterion 2: Program Need and Specific City Benefit

a. Public benefit and direct provision of services to City residents

NOEC's programs are highly relevant given the frenetic pace of our Western industrialized world and our society's materialistic tendencies, particularly in a resort community. Park City students gain a respect for Nature and all things in it, usually creating a desire to experience more of the outdoor lifestyle benefits Park City offers. This is powerful counter-programming to the overwhelming electronic stimuli to which our children are subjected.

b. Demonstrated need

NOEC's programs are regularly scheduled and on-going within the school system. We have extraordinary support for continuation, and even expansion, from all school counselors. With the tendency for many children to have overly busy schedules, the exposure to *Friluftsliv*, "**The simple, unselfish life in Nature**," is well received by students and parents. Additionally, our programs offer experiences to a diverse population of Park City students, including ESL participants.

Criterion 3: Financial Stability and Other Financial Support

a. Fund usage and accounting

NOEC incurs costs of \$100 per student per outing. The requested funds will be used to benefit Park City students. As we also provide services to students at other Summit County schools (the majority within the Park City School District), the Park City students hosted will be identified, tracked and reported as required under the City's Public Service Contract Policy.

b. Other funding sources

NOEC receives the vast majority of its funding in donations from local residents. This is the strongest possible recognition of the value of NOEC's programs within our community. We also receive contributions from the United Way and Summit County RAP Tax.

c. Financial plan

NOEC is in the process of restructuring our chart of accounts to a more standard not-for-profit structure. We are also transitioning from a calendar fiscal year to one that better matches our programming (and school year) cycles. These efforts will permit more accurate budgeting and reporting.

NOEC also has expanded its Board of Trustees to include more community representation and bring additional skills to actively support our mission. As a small organization, with low employee count and overhead, this supplement of talent brings additional financial and managerial discipline to our operations.

Please see Section VI for details.

d. History of financial competency

NOEC has dedicated itself to helping Park City and Summit County-area children for 29 uninterrupted years. NOEC works closely with the CPA firm of James Druffner which has provided quality accounting and tax services to Park City businesses since 1988.

Criterion 4: Fair Market Value of Services

The fair market value of the services NOEC will provide exceed the total amount of compensation requested from the City.

IV. Youth Contract Compliance

NOEC's programs meet all of the additional requirements for Youth Contracts.

Criterion 1: Service to Youth Programs in Park City

NOEC's programs serve school children exclusively. We work with every school in the Park City system.

Criterion 2: Benefit to Park City Youth and Community Interests

By collaborating directly with each school counselor, we ensure that our program is specifically tuned to the varying needs within each school, as determined by the people that know their students best. Therefore, our Park City school program is customized to the interests and needs of the community.

V. Emergency Request

Like many organizations, both for-profit and not-for-profit, NOEC is increasingly threatened in the current economic climate. NOEC believes these trying times offer the opportunity for all organizations and government entries to come together in the spirit of cooperation to best serve our communities and each other.

Criterion 1: Unexpected Fiscal Need

The drop in funding from the Summit County RAP Tax was unforeseen and has had a direct negative impact on our current year's budget. Additionally, our fundraising responses are proving insufficient to maintain our programs.

Criterion 2: Exhaustion of Other Sources

NOEC has engaged in aggressive cost-cutting during the first half of 2009 to address these unexpected financial needs. We have reduced our mentor costs by 50% through the use of more volunteers. We hosted a second annual fundraiser, 1st Annual Children's Community Art Show & Sale, in early June. Still, we find ourselves with only \$10,000 remaining on our \$40,000 line of credit with Zions Bank. This is grossly insufficient to support our continuing programs through the end of the year, and our Winter Fundraiser which accounts for over 50 percent of our funding.

VI. Financial Information

As noted in Section III, NOEC is in the process of restructuring our account categories and moving to new fiscal year. Therefore, the most current financial results are for the calendar year ending 12/31/2008.

Norwegian Outdoor Exploration Center	
Profit & Loss	
January through December 2008	
Income	
Ordinary Income	
Public support and donations	86,807
Grants	63,146
Yurt rental	3,780
Total Ordinary Income	153,733
Other Income	
Sales tax refund	446
Total Income	154,179
Gross Profit	154,179
Expense	
Field Operations	
Auto fuel, repair & maintenance	9,737
Supplies & equipment	1,127
Permits	2,908
Food	933
Labor, wages & contract	94,171
Payroll taxes	4,552
Total Field Operations	113,428
Administrative	
Insurance	22,505
Utilities	4,906
Office supplies/repair	1,445
Rent	12,000
Professional services	8,117
Advertising	783
Banking	1,133
Fundraising	22,275
Interest expense	1,191
Meetings, memberships	825
Total Administrative	75,180
Total Expense	188,608
Net Income	(34,429)

VII. Appendix

501(c)(3) Designation

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: August 3, 2000

Person to Contact:
Patty Dennis (31-01994)
TE/GE Customer Service Rep.
Toll Free Telephone Number:
8:00 a.m. to 9:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
87-0422308

Norwegian Outdoor Exploration Center
P.O. Box 4036
Park City, UT 84060

Dear Sir or Madam:

This letter is in response to the minutes to your organization's meeting held on May 28, 1999, at which you voted to change your name from Norwegian School of Nature Life to the name shown above. We have updated our records to reflect this change.

Our records indicate that a determination letter issued in June 1987 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in section 509(a)(2).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Norwegian Outdoor Exploration Center
87-0422308

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

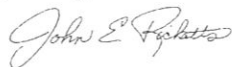
The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your organization's exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,



John E. Ricketts, Director, TE/GE
Customer Account Services

City Council Staff Report



Subject: Municipal Carbon Reduction Action Plan
Author: Crystal M. Ward
Department: Sustainability Department
Date: July 9, 2009
Type of Item: Information and Direction

Summary Recommendation:

Staff is providing direction for Council to review the Municipal Carbon Reduction Action Plan in order to consider setting a Municipal Carbon Emission Reduction Goal of "No and Low Cost Reduction Actions" (a 2% reduction from business-as-usual emissions through 2014 and a 10% reduction through 2020) for adoption at a later meeting. This goal is represented in the attached report.

Description:

The Municipal Carbon Reduction Action Plan is meant to provide the Park City Council with a qualitative and quantitative assessment of those actions that would contribute to a reduction in the City's municipal operation greenhouse gas emissions. Staff hopes that upon review of this plan and the list of real, implementable emission reducing actions, City Council will consider a possible Municipal Carbon Emission Reduction Goal for adoption at a later meeting; and direct staff to begin implementation on emission reduction actions.

Background:

In July 2008, Park City Municipal completed the 2007 baseline Municipal Carbon Footprint: 10,942 US tons of carbon dioxide equivalent.¹ The baseline carbon footprint recognizes and quantifies those sources within the City's municipal operations that emit carbon dioxide (CO₂) and other greenhouse gases. Conducting a baseline carbon footprint is considered the first step for any business, government or community in addressing climate change.

The second step is to set an emission reduction target or goal based on the baseline carbon footprint. When the 2007 Municipal Carbon Footprint was first presented to the Park City Council in August 2008, staff was directed to assess the realistic potential of municipal emission reductions prior to Council's setting a target.

Over the course of ten months, Sustainability department staff engaged in open dialogue with each City department whose operations contribute to one of the three primary emission sources identified in the 2007 baseline Municipal Carbon Footprint.

The three primary emission sources include:

1. Building and Facility Energy Consumption (44% of the 2007 baseline carbon footprint);
2. City-wide fuel consumption (25% of the 2007 baseline carbon footprint); and
3. Municipal Water Distribution (18% of the 2007 baseline carbon footprint).

¹ The 2007 Municipal baseline footprint noted here was measured using the Clean Air and Climate Protection (CACP) software, available through Park City Municipal's ICLEI membership. A carbon footprint measures six separate greenhouse gases: carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), perfluorocarbons (PFCs), hydrofluorocarbons (HFCs), and sulfur hexafluoride (SF₆). Units of carbon dioxide equivalent (CO₂e) are used to normalize the global warming potential of the various GHGs. The majority of the Municipal Carbon Footprint results from emissions of the first three gases.

This open dialogue between participating departments enabled City staff to create two lists. The first list outlines activity currently occurring throughout the City that contributes to carbon emission reductions. These are called the “Current Reduction Actions.” The City’s anti-idling policy for fleet vehicles, the IT department’s upgrade from 300 watt computer monitors to 60 watt monitors, and the Johnson Controls Audit are examples of such activities. See Exhibit B for the full list of Potential Reduction Actions.

The second list outlines those activities that could contribute to greater greenhouse gas emission savings, city-wide. These actions are called the “Potential Reduction Actions.” Examples include mileage reduction by those departments with City vehicles (to save fuel) and the potential installation of solar panels at remote water pump sites (to save electricity). See Exhibit C for the full list.

Analysis:

The Municipal Carbon Reduction Action Plan analyzed the following areas:

- Business-As-Usual Carbon Emission Projections

At business-as-usual growth, the City can expect its footprint to increase an average of 2.56% each year. At this rate, the 2012 Municipal Carbon Footprint will be 12,350 tCO₂e (12.8% above 2007 levels) and the 2020 Municipal Carbon Footprint will be 15,200 tCO₂e (38.9% above 2007 levels).

- Current and Potential Reduction Actions

These lists are the result of ongoing dialogue between participating departments. They include the “Current Reduction Actions” and the “Potential Reduction Actions.” See Exhibits B and C.

Those municipal departments who participated in the Municipal Carbon Reduction Action Plan process should be commended. They have not only actively acknowledged their own departmental inefficiencies and excesses, but they have proposed realistic actions to combat these inefficiencies.

- The 2008 Municipal Carbon Footprint

The 2008 Municipal Carbon Footprint was 11,164 tCO₂e. This is an increase of 222 tCO₂e, or 2.03% from 2007. This is primarily due to an increase in City-wide fuel consumption, as forecasted (primarily a result of an increase in service).

- Setting an Emission Reduction Target

Based on the current and potential reduction actions, the “Municipality’s Maximum Potential Reduction” is estimated to save as much as 1,771 tCO₂e if 100% of potential actions are implemented. These include actions that vary from “None” to “High” implementation cost.

- A. *Municipality’s Maximum Potential Reduction*

- a. 16.7% reduction from projected 2012 levels
 - b. To achieve this reduction goal, PCMC would need to reduce its 2012 emissions to 10,578 tCO₂e.

Other emission reduction goals to be considered include the following:

- B. *The Utah Greenhouse Gas Reduction Goal*

- a. 2005 levels by 2020

b. To achieve this reduction target, PCMC would need to reduce business-as-usual emissions in 2020 to approximately 10,390 tCO₂e. This represents a - 32% reduction from projected 2020 emissions.

C. The Western Climate Initiative Goal

a. 15 percent below 2005 levels by 2020.

b. To achieve this reduction target, PCMC would need to reduce its projected emissions to approximately 8,831 tCO₂e. This represents a 42% reduction from projected emissions in 2020.

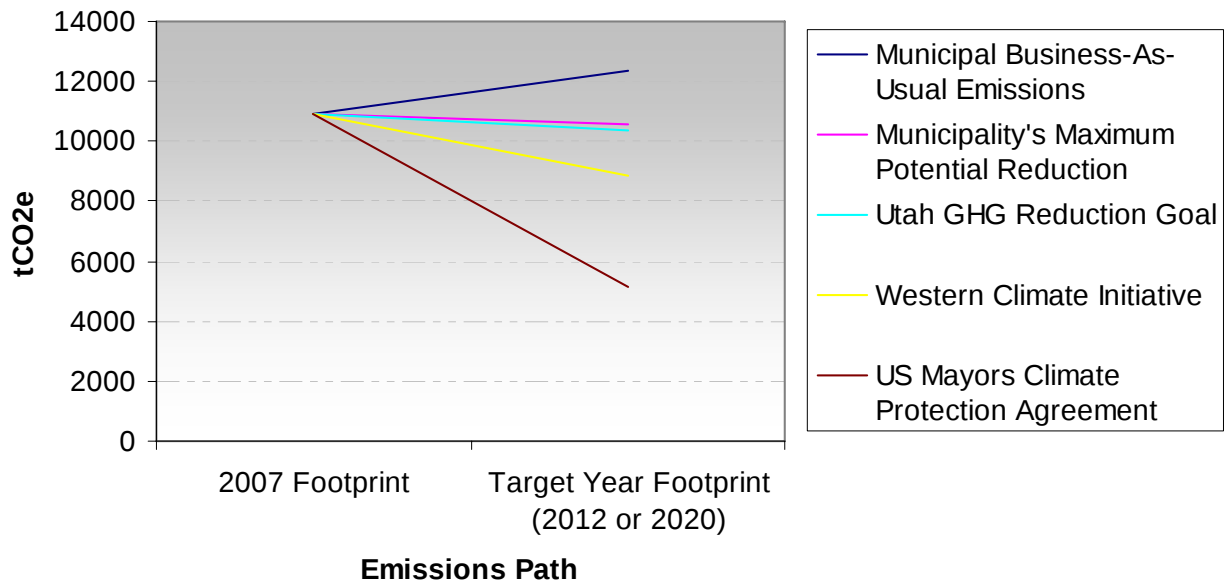
D. The US Mayor's Climate Protection Agreement (Kyoto)

a. 7% below 1990 levels by 2012

b. To achieve this reduction target, PCMC would need to reduce emissions in 2012 to approximately 4,783 tCO₂e. This represents a reduction of 61% from projected 2012 emissions.

Table & Figure 1. Greenhouse Gas Emission Reduction Goals:

Goal Name		Goal Description	Base Year GHG (tCO ₂ e)	Business-as-usual projection in Goal Year (tCO ₂ e)	Goal GHG (tCO ₂ e)	% reduction to reach goal from business-as-usual projection
A	Municipal Maximum Potential Reduction	Based on proposed "potential reduction actions"	10,942 (2007)	12,350	10,578.5	16.7%
B	Utah Greenhouse Gas Reduction Goal	2005 levels by 2020	10,390 (2005)	15,200	10,390	32%
C	Western Climate Initiative Goal	15% below 2005 levels by 2020	10,390 (2005)	15,200	8,831	42%
D	US Mayor's Climate Protection Agreement	7% below 1990 levels by 2012	5,143 (1990)	12,350	4,783	61%
E	"No and Low Cost" Action Reduction Goal	No and low cost potential reduction actions by 2012	10,942 (2007)	12,350	12,105	2%
F	"No, Low and Mid Cost" Action Reduction Goal	No, low and mid cost potential reduction actions by 2012	10,942 (2007)	12,350	11,117	10%



Economic Analysis:

The actions proposed in the Municipal Carbon Reduction Action Plan will save the municipality money. If 100% of the "Potential Reduction Actions" are implemented over a course of four years, the City could save an estimated \$296,621, after reduction action implementation costs.

This correlates to a carbon emission savings of 1,771 tCO₂e in year four. This is the equivalent of taking 1,079 passenger cars off the road; or saving all the energy use (electricity, natural gas and propane) from 536 homes for one year; or saving 13,704 barrels of oil.

Implementation of all the potential reduction actions is estimated to cost approximately \$66,000 in the first year; approximately \$460,000 in the second year; and approximately \$18,000 in the third or fourth year; for an estimated total implementation cost of approximately \$547,150.

Incremental dollar savings to the City are estimated at \$240,007 in year one; -\$177,693 in year two; and \$270,307 in years three to four.

Table 2. Potential Reduction Actions –Estimated Costs and Savings:

Action Implementation		Year 1 (after implementation)			Year 2			Year 3 – Year 4		
Cost or Savings		<i>Estimated Cost</i>	<i>tCO₂e savings</i>	<i>Cost Savings</i>	<i>Estimated Cost</i>	<i>tCO₂e savings</i>	<i>Cost Savings</i>	<i>Estimated Cost</i>	<i>tCO₂e savings</i>	<i>Cost Savings</i>
Implementation Cost	No Cost	\$0	321	\$11,270	\$0	321	\$11,270	\$0	321	\$11,270
	Low Cost	\$6,600	121	\$8,157	\$0	121	\$8,157	\$0	121	\$8,157
	Medium Cost	\$59,550	1,100	\$250,730	\$68,000	1,150	\$256,380	\$6,000	1,187	\$258,380
	High Cost	\$0	0	\$0	\$395,000	102	\$9,500	\$12,000	142	\$10,500
	Potential Total	\$66,150 Spent	1,542 tCO₂e Saved	\$270,157 Saved	\$463,000 Spent	1,694 tCO₂e Saved	\$285,307 Saved	\$18,000 Spent	1,771 tCO₂e Saved	\$288,307 Saved

Significant Impacts:

Aside from the aforementioned economic and environmental benefits, City staff would begin implementation and monitoring of the potential reduction actions should City Council set a Municipal Carbon Reduction Target.

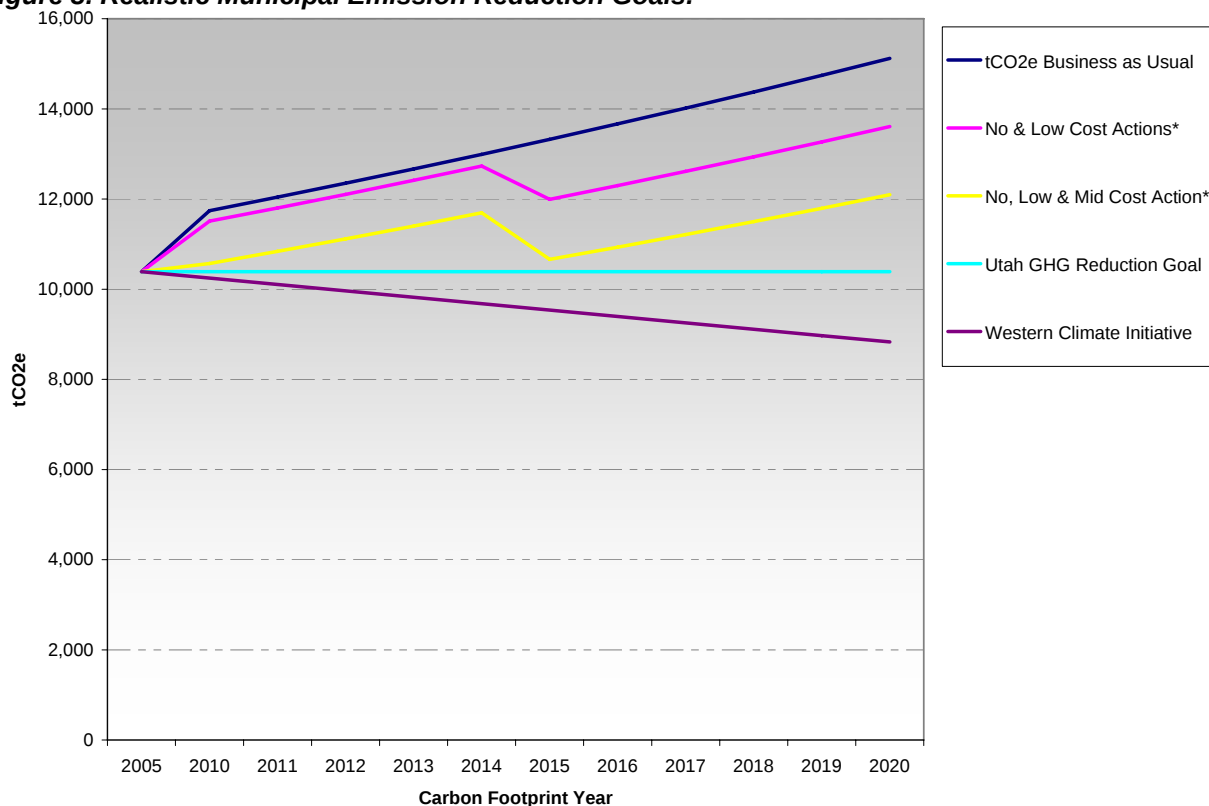
The Environmental Sustainability Department intends to support every City department in their effort to reach their proposed reduction goals. This joint effort will include measuring and reporting ongoing progress of each reduction action. This method will continue to evolve over the next year so that sustainability becomes a normal part of every department's operations.

Issues for Discussion:

Setting an Emission Reduction Target

The list below includes each considered reduction goal, plus those based off of the Municipality's Maximum Potential Reduction and its associated costs (from Table 2, above). The "No and Low Cost Action Goal" considers those potential reduction actions with no or low range implementation costs. The "No, Low and Mid Cost Action Goal" considers those with no, low or mid range implementation costs. Figure 3 below shows the paths for these realistic municipal reduction goals, compared to the closest common goals (Utah GHG Reduction Goal and The Western Climate Initiative Goal).

Figure 3. Realistic Municipal Emission Reduction Goals:



A. Municipality's Maximum Potential Reduction

- 16.7% reduction from projected 2012 levels
- To achieve this reduction goal, PCMC would need to reduce its 2012 emissions to 10,578.5 tCO2e.

B. The Utah Greenhouse Gas Reduction Goal

- a. 2005 levels by 2020
- b. To achieve this reduction target, PCMC would need to reduce business-as-usual emissions in 2020 to approximately 10,340 tCO₂e. This represents a 32% reduction from projected 2020 emissions.

C. The Western Climate Initiative Goal

- a. 15 percent below 2005 levels by 2020.
- b. To achieve this reduction target, PCMC would need to reduce its projected emissions to approximately 9,328 tCO₂e. This represents a 38% reduction from projected emissions in 2020.

D. The US Mayor's Climate Protection Agreement (Kyoto)

- a. 7% below 1990 levels by 2012
- b. To achieve this reduction target, PCMC would need to reduce emissions in 2012 to approximately 4,783 tCO₂e. This represents a reduction of 61% from projected 2012 emissions.

E. "No and Low Cost" Reduction Action Goal

- a. 2% below business-as-usual emission levels through 2014; 10% below business-as-usual emission levels through 2020.
- b. To achieve this reduction target, PCMC would need to reduce emissions in 2012 to approximately 12,105 tCO₂e.

F. "No, Low and Mid Cost" Reduction Action Goal

- a. 10% below business-as-usual emission levels through 2014; 20% below business-as-usual emission levels through 2020.
- b. To achieve this reduction target, PCMC would need to reduce emissions in 2012 to approximately 11,117 tCO₂e.

Department Review:

All applicable departments have reviewed the Municipal Carbon Reduction Plan and their individual departmental reports (Appendices A, C and D). Their comments have been incorporated within this staff report.

Recommendation:

Staff is providing direction for Council to review the Municipal Carbon Reduction Action Plan in order to consider setting a Municipal Carbon Emission Reduction Goal of "No and Low Cost Reduction Actions" (a 2% reduction from business-as-usual emissions through 2014 and a 10% reduction through 2020) for adoption at a later meeting. This goal is represented in the attached report.

Consequences of not taking the recommended action:

- The City continues to emit greenhouse gases at a growing rate of 2.56% each year.
- The City will continue to incur growing costs associated with utilities (electricity and natural gas) and fuel consumption.
- The City will not meet the US Mayors Climate Protection Agreement, signed by Council and Mayor Dana Williams on May 19, 2005.
- The City will not earn Milestone 2 of the ICLEI: Local Governments for Sustainability process.

Exhibits (attached):

Exhibit A – The Municipal Carbon Reduction Action Plan, July 2009

Exhibit B – Current Reduction Action List

Exhibit C – Potential Reduction Action List

Exhibit D – US Mayor’s Climate Protection Agreement (3 pages)

Estimated Current Emission Savings

Primary Emission Source	Potential cost savings (\$)/year	Potential tCO ₂ e savings/year
Current Reduction Actions		
Electricity	\$42,800	570
Natural Gas	\$36,467	312
Fleet and Transit Fuel	\$390	11
Water Distribution	\$6,125	7
Current Savings:	\$85,782	900 tCO₂e

Current Reduction Actions

#	Primary Emission Source	Carbon Reduction Action	Action Category	Annual Cost (\$) Savings	Projected Annual GHG Emission Savings (tCO ₂ e)
1	Energy Consumption	Johnson Controls Audit & Project Implemented in 2008-09	Equipment Procurement	High; known savings are \$81k in energy costs	High; 835 tCO ₂ e
2	Energy Consumption	Server Virtualization 38 City servers condensed to a 6:1 ratio. Prevents additional need for square footage and constant air conditioning.	Equipment Procurement	High ²	High
3	Energy Consumption	Green Purchasing Policy Recycled paper, green cleaning products, energy efficient light bulbs, energy efficient IT equipment	Policy Development/ Education	Mid ³ ; majority of cost savings from IT energy savings.	High
4	Water Consumption	Conservation, Communication & Education 2-5% water use reduction	Education	Mid to High; incremental potential	High
5	Energy Consumption	Computer Efficiencies Includes required screen saver mode, CRT monitors (300W) replaced with 60W monitors	Policy Development	Mid	High

² High range equivalents (current reduction actions): \$131 - \$450+; 2 tCO₂e and higher.

³ Mid-range equivalents (current reduction actions): \$30 -130; 0.5 tCO₂e – 1.9 tCO₂e. All range equivalents are based on the average range of energy consumption from typical office items listed in Table 2, Appendix A.

6	Fuel Consumption	Monitor Emerging and Proven Technologies	Education/ Vehicle or Equipment Procurement	Varies	High potential
7	Water Consumption/ Fuel Consumption	Automatic Water Meter Reading Implementation Summer/Fall 2010	Water Conservation/ Driving Behavior	High	Mid
8	Fuel Consumption	IT Remote Support Access 70% of support requests can be done remotely vs. requiring employee travel.	Equipment Procurement	Mid	Mid
9	Energy Consumption	Computer Monitor Upgrade CRT (300W) monitors replaced with 60W monitors	Equipment Procurement	Low ⁴	Mid-range
10	Fuel Consumption	Anti-Idling Policy	Policy Development	Low; due to enforcement costs	Mid
11	Fuel Consumption	Alternative Transportation	Driving Behavior	Low	Mid
12	Energy Consumption	Screen Saver Mode	Policy Development/ Education	Low	Mid
13	Fuel Consumption	Vehicle Usage Policy on-call vehicles, take home vehicles, sharing vehicles	Policy Development	None	Mid
14	Fuel Consumption	Route Planning Area Assignments	Driving Behavior	None	Mid
15	Fuel Consumption	Trip Reduction Errands, shipping, storage, supplies, meetings, etc.	Driving Behavior/ Policy Development	None	Mid
16	Fuel Consumption	Preventative Vehicle Maintenance Program Includes maintaining tire pressure	Vehicle Maintenance	Mid; Parts and Labor hours (mechanic and vehicle driver)	Low
17	Energy Consumption	Internal City Recycling Includes IT equipment recycling	Education	Mid	Low to Mid
18	Fuel Consumption	Defensive Driving Education	Driving Behavior	Low	Low
19	Fuel Consumption	Roof Rack Maintenance Low-profile light bar for minimum wind resistance	Vehicle Maintenance	Low	Low
20	Energy Consumption	Computer Recycling	Education/ Policy Development	None	None

⁴ Low range equivalents (current reduction actions): \$1 to \$29; 0.01 – 0.4 tCO₂e.

Estimated Potential Emission Savings

Primary Emission Source	Potential cost savings (\$)/year	Potential tCO ₂ e savings/year
Potential Reduction Actions		
Electricity	\$10,280	163
Natural Gas	\$500	30
Fleet and Transit Fuel	\$108,527.25	328
Water Distribution	\$169,000	1,250
Annual Decrease:	\$288,307.25	1,771 tCO₂e

**If all potential reduction actions are implemented simultaneously.*

***Does not account for any implementation costs.*

Potential Reduction Actions

#	Primary Emission Source	Carbon Reduction Action	Action Category	Projected Implementation Cost (\$)	Annual Cost Saving Potential (\$)	Annual Emission Saving Potential (tCO ₂ e)
“Low Hanging Fruit” Actions - Implementation within 1 year						
1	Fuel Consumption	Mileage/Trip Reduction Improve Route Planning	Policy Development/ Driver Behavior	None	High ⁵	High ⁶
2	Water Consumption	Pump Timing Up to 60% usage cost savings at 9 pump stations.	Equipment Procurement	Mid; \$1,000 per station	High	High
3	Energy Consumption	Computer Stand-by Policy City-wide, after 1 hour	Policy Development	None	Mid	High
4	Energy Consumption	IT Equipment Shutdown By timer, nightly	Policy Development	Low	Mid	High
5	Energy Consumption	No Space Heaters	Policy Development	None	Mid	High; 1.5 tCO ₂ e per

⁵ Mid-range equivalents (proposed reduction actions): \$251 – 1,199; 5 to 29 tCO₂e. All range equivalents are based on the average range of energy consumption from typical office items listed in Table 2, Appendix A.

⁶ High range equivalents (proposed reduction actions): \$1,200+; 30 to 1000 tCO₂e

						heater
6	Fuel Conservation	Idle Time Reduction	Driver Behavior Policy Enforcement	None	Low ⁷ to Mid	Mid to High
7	Energy Consumption	Light Bulb & Fixture Standardization	Equipment Procurement	Mid to High	Mid	Mid
8	Water Consumption	Irrigation Timers 10 gallons per capital per day	Equipment Procurement	Mid-range	High; at least \$200 per day.	Mid; 7.3 tCO ₂ e per capital
9	Offset	Carbon Offset on DELL Computer Equipment	Policy Development/ Equipment Procurement	Low; \$5.22 per purchased computer plants one tree.	None	Mid
10	Energy Consumption	Council Chamber Lighting Retrofit Avoid heating the room	Equipment Procurement	Mid to High	Mid	Mid
11	Water Consumption	10% Increase in Water Rates - 2 to 4% residential - 5 to 8% commercial	Policy Development	Low	Mid	Mid
12	Water Consumption	Landscape Water Checks 22.6 gallons less per year, per participating household	Policy Development	Mid-range; labor hours	Mid to High potential; \$450 per year, per participating household	Mid; 0.04 tCO ₂ e per participating household
13	Energy Consumption	Reduce the Number of City-wide Printers Reduce person to printer ratio	Education/ Policy Development	None	Mid	Mid
14	Fuel Conservation	Increase foot and bike patrol	Alternative Transportation	None	Mid	Low to Mid
15	Fuel Conservation	Schedule an In-house officer prevent officers from leaving their assigned areas for calls	Policy Development	None	Low	Low
16	Fuel Conservation	Eco Driving Techniques Eliminate fast starts and stops	Education/ Driving Behavior	None	Low	Low
17	Fuel Conservation	Purchasing, Shipping and Equipment Storage Policy reduce trips	Driving Behavior/ Policy Development	Minimal	Low	Low
18	Energy Consumption	Space Utilization Big meetings in	Policy Development/	None	Low	Low

⁷ Low range equivalents (proposed reduction actions):\$10 -250; 0.5 to 4 tCO₂e

		big rooms. Small meetings in small rooms.	Education			
19	Fuel Conservation	GBA Scheduling and Enforcement	Vehicle Maintenance	None	Low	Low
20	Fuel Conservation	Remove Roof Racks	Vehicle Maintenance	None	Low	Low
21	Fuel Conservation	Discuss City-wide Fuel Consumption at Manager's Meetings	Education/ Policy Development	None	None	None
"Mid-Range" Actions – Implementation within 2 years						
22	Water Consumption	Water Budgeting FY2011	Policy Development	High; \$30,000	High	High; 20-25% reduction in outdoor water use.
23	Water Consumption	Micro-hydro Power Turbines at the Quinn's WTP FY2010	Renewable Energy	High; seeking grant funding	Mid; will generate electricity to offset that used by the WTP	High
24	Fuel Consumption	Hybrid or CNG or Electric Vehicle Purchase	Vehicle Procurement	High	Low	Mid to High
25	Water Consumption	Soft Starts Reduce water loss at 20 stations	Equipment Procurement	High; Several thousand dollars per station.	Mid	Mid
26	Energy Consumption	Computerized or Wireless Temperature Control 68 degrees in winter, 72 degrees in summer	Equipment Procurement	Mid	Low	High
27	Water Consumption / Energy Consumption	Push-down Faucets vs. Automatic	Equipment Procurement	Mid	Low	Low
"Long-Range" Actions – Implementation beyond 2 years						
28	Water Consumption	Solar Panels at Remote Water pump sites 5 remote sites	Renewable Energy	High; at least \$2,000 per station	Low to Mid	Mid
29	Fuel Consumption	CNG or electric vehicle conversion	Vehicle Procurement	Mid (varies per vehicle \$4 to 6 thousand)	Low	Mid

ENDORISING THE US MAYORS' CLIMATE PROTECTION AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

The U.S. Mayors Climate Protection Agreement

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

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

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

US Conference of Mayors Climate Protection Agreement – Signature Page

DATE: May 19, 2005

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

Mayor Dana Williams

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

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

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

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

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

FAX 206-684-3013

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



City Council Staff Report

Subject: Vision Park City 2009
Author: Phyllis McDonough Robinson
Department: Sustainability
Date: July 9, 2009
Type of Item: Worksession – Informational

Summary Recommendation: Staff recommends that the City Council consider the findings of Vision Park City 2009 and direct staff to move forward with community outreach and implementation of recommendations.

Description:

Topic: Community Visioning

Background:

Park City has conducted several community visioning processes over the past 20 years. Through Community Vision processes conducted in 1987, 1993 and 2002, the community values, concerns and perceived or actual problems have remained remarkably consistent over the past 20 years.

- **Preserve:** *community, history, scale and natural environment*
- **Promote:** *resorts, year-round economy, quality growth, and recreational opportunities and amenities*
- **Address:** *housing, sprawl, transportation, water and sustainability*

Park City experienced rapid and significant changes to Park City's population, economy, land boundaries and demographics since the 2002 community outreach sessions. At the 2008 Council Visioning session, staff proposed a process for implementing a community engagement and visioning process. In July 2008, Council authorized staff to proceed with an RFP for a consultant team to assist this project. The firm czb was selected through a competitive process in November 2008. At the 2009 Council Visioning session, City Council and Planning Commission met with the consultant team, discussed this project and refined its scope, approach and goals.

Vision Park City 2009 was designed to give Parkites the opportunity to express what they value about their community and to develop a consensus on what they would like to change, address and/ or preserve for the future. Equally important was the goal of community engagement – a cornerstone of community governance. Finally, the project was tasked with creating an evaluative tool that staff, policy makers and the community may use when considering future land use, economic, social and environmental decisions.

Vision Park City 2009 formally launched with the first community gathering on March 31. It was attended by 117 community members who engaged in a discussion of "who is

Park City", "*what do we believe in*" and "*what concerns us*". Three hundred fifty seven input cards addressing these questions were collected during the meeting. Many cards contained more than one example or comment. A second community gathering was held on May 5. One hundred ten community members attended the second community gathering to hear community reports on initial learning from interviews and to participate in the visual survey project. More than half of the participants had not attended the initial community gathering. Attendance at the second community gathering was impacted by the closure of schools due to the H1N1 virus. Staff heard from many community members who decided to leave town during that time and thus could not attend.

Vision Park City 2009 incorporated extensive public involvement activities including innovative outreach efforts through various approaches with the goal of engaging a broad and deep cross section of the community; including those not typically engaged in civic or community dialog.

Over the next two months more than 480 people participated in this process through a variety of outreach and engagement approaches. Parkites met in facilitated focus groups, in one on one interviews and through call-ins to the Randy Barton show to share their stories and experiences about Park City, explore their personal and shared goals and concerns and ultimately define a set of community values to guide Park City's future. More than 35 volunteers completed 350 community interviews. These interviews engaged people at the individual level and provided an opportunity for meaningful participation for folks who were unable or uninterested in attending an evening meeting. We also conducted focus groups and special interest groups including the part-time resident community and Hispanic parents in partnership with Holy Cross Ministries. In addition to conducting community interviews, many other organizations contributed time in arranging interviews, focus groups and providing community outreach.

Approximately 20 community members volunteered to take photos to create a visual representation of our values, beliefs and concerns. There is a core group of 12 who continued with this process and contributed a significant amount of time in collecting, assembling and distilling hundreds of images. A smaller group of 6+ prepared the presentation for the May 5 meeting. The quality and quantity of visual data was excellent and created a visual vocabulary to represent qualitative concepts, provided an additional means for folks to participate and provided an alternative to verbal communication. A DVD with 759 images representing images that were illustrative, treasured, at risk, eyesores, representative of old and new Park City, of what works and what we need more of (or don't) was compiled.

Analysis

Vision Park City 2009 began with a dialog about what Parkites as individuals hold dear about their community which revealed a set of shared values. Next we identified concerns, challenges facing Park City, and a vision for Park City in the future. Qualitative analysis was used to evaluate the open-ended question responses. Quantitative analysis methods were used to study the demographic information. This represents a tremendous body of knowledge about Park City.

Over the past two months the consultant team have analyzed input from the community, identified points of commonality (common bonds), points where values may conflict, and anomalies or outliers in the information. They also researched demographic and economic trends and projections to distill a set of shared values, concerns and hopes for Park City in the future.

July 9 Worksession Overview

Through the visioning process, community members expressed values, concerns and future goals for Park City. The process also provided a significant opportunity for community engagement through a variety of outreach methods and tools. The consultant team will present for City Council consideration and discussion the key findings and recommendations of Vision Park City 2009. The presentation is being finalized and a copy will be provided to Council under separate cover. We are seeking input at worksession prior to finalizing the formal reports to the City.

The data collected through the visioning process provides valuable insight into the community and helps identify community needs, programs and services to sustain our shared vision for Park City. An evaluative tool was developed based upon a values-based framework that staff, policy makers and the community may use when considering future land use, economic, social and environmental decisions. This tool and potential applications will be presented and discussed during the worksession.

The Visioning process also serves as prelude to the re-write of the General Plan. The General Plan is the policy document to guide the future development of Park City. The data, community input and key learnings serve as starting points for the General Plan re-write and will result in a General Plan that aligns with the community's values and goals for Park City.

Staff is also seeking Council direction to move forward with a community outreach program to present the findings of Vision Park City 2009 and to develop a community framework to the needs, programs and identified through the visioning process. Following City Council input and discussion, staff will return to Council with the final reports and a work plan for implementing the recommendations.

Department Review: This report has been reviewed by Sustainability, Legal and the City Manager.

Alternatives:

Approve the Request: Council may accept the findings and recommendations of Vision Park City 2009 and direct staff to move forward with community outreach and implementation of recommendations.

Modify the Request: Council may modify the scope of the findings and recommendations.

Continue the Item: Council may continue the item and direct staff to return with additional information at a future meeting.

Deny the Request: Council may deny staff's request to initiate community outreach and implementation of the findings at this time.

Significant Impacts: Staff time is allocated to community outreach and implementation and can be accomplished with existing resources.

Recommendation: Staff recommends that the City Council consider the findings of Vision Park City 2009 and direct staff to move forward with community outreach and implementation of recommendations.

**PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
JUNE 18, 2009**

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

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Heinrich Deters, Project Manager; Marin Decker, City Manager Intern; Jed Briggs, Budget Analyst

Maria Vjas and Kyle Cook, Fehr & Peers; David Perkins, High West Distillery (HWD) and Teri Orr and Ginger Tollman, Not Quite Genius Supply Store – Park City Performances (NQG); Pat Drewry-Sanger, Director of Art-Kids

1. Council questions/comments. Roger Harlan spoke about a joint County and City meeting on transportation and members commented on the 125th B-Day celebration. Candace Erickson reported on the legislative policy meeting where a number of topics were discussed including a local RAP Tax, County gas tax, sales tax on food, school funding, redevelopment agencies, franchise fees, impact fees, and gray water use. Jim Hier commented on Peace House and HMBA business. Mayor Williams reported on participating in the Western Governors Conference where several Cabinet members were present. There was a focus on renewable energy and it was a wonderful experience. He thanked Mountain Trails Foundation for arranging morning bike rides for conference attendees.

Pace Erickson referred to a letter to the editor criticizing the way American flags are flown in Park City. He referred to provisions from the usflag.org official website supporting our practices which comply with flag etiquette. He presented a flag to the Council which was flown over the Capitol which will be framed and displayed at the remodeled Marsac Building.

2. WALC traffic calming projects. Henrich Deters stated that staff is seeking direction on the sidewalk on the east side of Comstock. The Mayor further explained that the WALC recommendation was delayed for a year in response to the neighborhood's preference to stripe it first and monitor its effectiveness. Maria Vjas, Fehr & Peers, spoke about the open house held in April and relayed there is more support for sidewalks than no sidewalks. The decision was not unanimous but fits in context with improvements like the trail paralleling SR248, Rail-Trail, Comstock Tunnel, and Sidewinder sidewalk. She emphasized that there is adequate right-of-way, without taking property.

Mr. Deters clarified that in November 2007, the voters passed a \$15 million walkability bond and WALC provided a list of projects which was approved and funded by the City Council. Seven specific projects were identified for traffic calming in Prospector and

Park Meadows neighborhoods. In February 2009, the City entered into a contract with Fehr & Peers Traffic and Transportation Consultants to evaluate existing conditions and provide professional recommendations on traffic calming measures. He relayed that on April 21, 2009, a public open house was held to present the data collected to the community and gather public input. On May 13, 2009, Fehr & Peers presented findings to the Neighborhood Traffic Calming Committee. The committee reviewed the information and provided input from a maintenance, transit and operations standpoint.

Kyle Cook, Fehr & Peers, referred to a table in the staff report, discussed the approach of assessing conditions on each street and formulating priorities. Streets include Wyatt Earp, Sidewinder, Comstock, Monitor, Lucky John, American Saddler, and Meadows Drive. Categories include speed limit, average daily traffic, 85th percentile speed, pedestrian and bicycle activity, and designated pedestrian areas. Streets were assigned points, based on criteria, and areas were prioritized accordingly. Comstock Drive and Sidewinder Drive were identified as high needs areas and Mr. Cook encouraged Council to consider applying traffic calming measures at these locations.

Maria Vjas referred to the traffic calming toolbox section described in the staff report and utilized to develop alternatives outlined in the staff report. She highlighted the center island narrowing which constricts the roadway in the middle and perceiving a narrower street encourages drivers to slow down. The center islands are included at important pedestrian locations to function as a pedestrian refuge and/or to remind drivers that they are transitioning into a residential neighborhood. Speed reductions have the ability to reduce the 85th percentile speeds by about 7% and she described speed lumps which are not currently recommended but may be a consideration in the future because of their effectiveness. Raised crosswalks are proposed on Comstock Drive but at no other locations; they are proven to slow vehicles by about 18%. Crosswalks will be textured or colored concrete. Ms. Vjas explained that the word *sharrow* is an abbreviation for shared lanes and the icon is applied on the road when there isn't enough room in the right-of-way to accommodate a full bike lane but it is still a place where bicycling is prevalent and where drivers should be aware of the presence of cyclists. She acknowledged that it is an experimental device but it has been evaluated by federal agencies and will be included in the 2009 update to the Manual on Uniform Traffic Control Devices.

Mr. Deters stated that the first recommended measure is to install a sidewalk on the east side of Comstock Drive and center islands and raised crosswalks at Little Bessie and Ina Avenue. These locations in Prospector were very important to WALC. In response to a question from Joe Kernan, Ms. Vjas explained that with parking retained on the west side and a sidewalk installed on the east side Comstock there is no room in the right-of-way to accommodate a full bike lane and she explained the spacing of the sharrow logos. Members accepted the recommendations.

Mr. Deters pointed out that Wyatt Earp is very wide and is at the entrance to SR248. Staff is recommending that five foot pedestrian paths be constructed on each side of the road with edged striping, driver feed-back sign on the southbound travel lane and a

center island at Kearns Blvd. He continued to recommend colored concrete crosswalks tying the park and the Kearns trail together and installing a curb extension at the northwest corner of the Sidewinder intersection. There were no objections to the recommendations.

Heinrich Deters addressed improvements on Sidewinder Drive including a center island near Gold Dust Lane. Roger Harlan pointed out the necessity of providing enough room for trucks to maneuver around the center island for deliveries to the Grub Steak Restaurant and Mr. Cook thanked him for the information. Ms. Simpsons asked about the cost of the sidewalk and Mr. Deters explained that it is a stand-alone project.

With regard to Monitor Drive, Mr. Deters stated that a center island is recommended just south of the Lucky John intersection by the church. Edge line striping and a driver feed-back sign are also recommended. Members concurred with the recommendations. Mr. Deters continued to explain that Lucky John Drive was another area identified by WALC and one with significant speeding. The recommendation includes edge line striping and a driver feed-back sign. There is no conclusive data to support installing measures on American Saddler and/or Meadows Drive but they will continue to be monitored. Council members complimented the study. Mr. Deters pointed out the maintenance numbers included in the staff report but no concerns were expressed.

3. Economic development grants. Intern Marin Decker explained that \$20,000 is set aside annually toward an economic development grant fund. Funding is available for relocation and new business start-up costs only and the unspent annual balances are not carried forward to future years. Criteria includes a sound business plan, unique and innovate business, generate overnight visitors, ability to do business within the City limits for no less than three years, services that enhance lifestyles, direct taxable benefits, fiscal stability and other financial support. She explained that the economic development program committee reviews applications and submits them to Council for final determination.

She noted that High West Distillery is located in the renovated National Garage Building and will sell bottled spirits, food and other merchandise. The distillery requested \$11,000 for the relocation of distilling equipment from Salt Lake to Park City and \$20,000 for the creation of historic story-telling materials. The other applicant is the Park City Performing Arts Foundation for the Not Quite Genius Supply Store which is a retail store and tutoring center. The retail store funds the non-profit portion and part of a national non-profit group is called 826 National. PCP is requesting \$15,000 for start-up costs. Ms. Decker stated that the committee recommended approving a grant for \$11,000 to HWD for relocating the equipment and to consider a possible award of \$9,000 for historical story-telling. The committee did not recommend an award for the NQG Supply Store, but the City Manager recommends that the City Council request more information before deciding not to grant funds and before granting the additional \$9,000. Options are outlined in the staff report including approving the \$11,000 to HWD, or award \$11,000 to HWD and \$9,000 to NQG, or award the total amount to HWD, or any combination of the above. Special service contracts may also be a

funding option for NQG. Ms. Decker emphasized that Council has the final authority in judging whether the application has met the criteria and waiving any technical deficiencies.

David Perkins thanked Council for the opportunity to apply for grant funds and briefly described his request. Jim Hier believes relocating equipment fits well with the criteria but is undecided about the documentary feature, but the business plan is good. He was not sure about the longevity of the NQG Supply Store, but spoke with Teri Orr about his concerns which were satisfied. He is comfortable awarding funds to NQG with a condition that a statement is provided by the building owner that no rent will be charged for a minimum of three years. Teri Orr explained that the owners are out of state at a wedding but she spoke with their daughter who relayed that providing proof of a three year lease at \$0 rent would not be a problem.

Mayor Williams commended the historic rehabilitation of the National Garage but expressed concerns about granting funds to a distillery. Another concern is setting precedence in funding moving equipment. He felt HWD should produce the historic story-telling piece itself and not at the expense of taxpayers since it would benefit the business. Jim Hier emphasized that this is a new business and not an existing business which justifies moving expenses as was done for other recipients. Liza Simpson quoted the grant policy which includes equipment relocation and asked for more information from NQG on revenue projections. With regard to a comment about no staffing costs, Ms. Orr explained that volunteers will be needed for the literacy program but PCF will use its staff for this operation and costs will be absorbed by the Foundation. She admitted that the proposal could have been written clearer with regard to a budget but the numbers are there. About \$50,000 of merchandise will be purchased for a profit of \$100,000. The merchandise is still being designed and will be unique to the NQG Supply Store; it will not compete with any existing businesses.

Candace Erickson pointed out that HWD is a for-profit business. She felt that the NQG Supply Store provides a true public benefit, especially for kids and has a good chance of being successful. A few citizens have contacted her requesting that the grant be denied for HWD because it is a for-profit business already selling its products. Roger Harlan believed the NQG store will fill a void on Main Street and Ms. Orr explained that the retail storefronts are meant to be a portal to get the kids into the tutoring center. The retail is meant to be a for-profit entity that funds the needs of the tutoring center. Roger Harlan stated that he supports a one-time grant to move equipment for HWD.

In response to questions from Joe Kernan, David Perkins stated that he has to move the equipment anyway but the story-telling piece is more dependent on receiving the grant award. Mr. Kernan noted Ms. Orr's success in running programs and supports the NQG proposal. Jim Hier emphasized that the economic grant program is not designed for non-profits and past recipients were discussed. He continued to explain that the intent is to attract and promote new organizations that contribute to economic development goals. Funding is available for relocation and new business start-up costs only. PCP is not a new business but the NQG Supply Store is a new enterprise for it

and incubation type business on Swede Alley has been of interest to Council. The space is donated and Mr. Hier expressed that it seems appropriate to assist the request. The City has already partnered with HWD with regard to the property and funding the relocation of the equipment is logical.

All members indicated their support of awarding \$11,000 to HWD for equipment relocation and \$9,000 to PCF for opening the NQG Supply Store and tutoring center. Economic development grant contracts will return to Council for formal approval.

4. Special services contract emergency requests. Jed Briggs explained that special service contracts have been budgeted and \$18,000 remains. The budget policy provides that organizations can request funding after the deadline in the context of emergency requests. The policy is not clear with regard to a time table and whether all emergency requests should be considered together. Staff is recommending that if there is a surplus, six months after the budget is adopted, notice could be given to applicants to apply for surplus funds. Discussion ensued on the six month waiting period which was explained to promote equitable consideration, rather than providing money on a first come first served basis. Candace Erickson questioned notifying organizations to compete for funds when she understood the group agreed to retain the remaining funds in the event there are emergencies. She is not comfortable with the way the policy is written. Mayor Williams emphasized that the special service contract amount is specified as up to 1%, not a guaranteed 1%, and he doesn't want to create a competition for the *remaining* funds. This is why deadlines were set and he is not supportive of fundamental changes to the policy. The six month suggestion seems to be based on a 1% hard figure. Bret Howser understood that Council was comfortable with the recommended awards and the direction to staff to retain the remaining money for future emergencies, however, some entities heard about that discussion. Staff then realized that parameters needed to be set for emergency requests.

Liza Simpson stated that she is not in favor of setting up additional special service contract processes every six months and is comfortable with the Council determining an *emergency*. She pointed out that an emergency in her mind is not that the award amount is smaller for the year but that services will no longer be provided as was the case with the Recycling Center. Tom Bakaly advised that there used to be a contingency for grants which was earmarked for new grant requests that were not part of the process. It used to be funded up to \$50,000 to \$60,000 which would be drawn down throughout the year. He acknowledged that the six month approach may not work. Roger Harlan preferred investing remaining funds in new opportunities rather than emergencies. Joe Kernan didn't feel that a lot of structure is necessary and is not certain that 1% is the right percentage. Jim Hier felt that designating an amount up to 1% is necessary and agreed with Mr. Harlan's comments, suggesting that the terms *opportunity* be changed to *extraordinary request* and that *budgeted surplus* be changed to *unallocated funds* in the policy language. Members agreed with the word changes. He is comfortable with the six month time period and there was agreement about striking language about contacting special service contract recipients about a surplus. Ms. Erickson explained that she was on the Council when requests came in on a year-

round basis which was difficult to manage. Ms. Simpson suggested policy language, *If there are unallocated funds, extraordinary requests may be considered every six months.*

Pat Sanger, Arts-Kids, referred to her letter to Council, and explained that donations are down to the extent that the Summit County after school fall program is in jeopardy. She acknowledged that it may be time to explore partnering with another non-profit organization so that the program is more sustainable. The City contributes \$10,000 per year but Arts-Kids is experiencing a cash flow problem. She spoke about receiving RAP Tax funding and planning fund-raisers. Jim Hier asked what Art-Kids receives from Summit County and Ms. Sanger responded nothing. She added that the \$15,000 is a one-time request and she believes that Art-Kids will survive if re-organized. Liza Simpson stated that she needs to review the Arts-Kids application where there is detailed information on how many kids are being served, etc. and Roger Harlan noted that it would be helpful to also receive a budget. It was decided to schedule a decision on this request on July 9.

Prepared by Janet M. Scott, City Recorder

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JUNE 18, 2009**

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Library and Education Center on Thursday, June 18, 2009. Members in attendance were Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Brooks Robinson, Planner; Bret Howser, Budget Manager; Polly Samuels McLean, Assistant City Attorney; Planner Kirsten Whetstone; and Thomas Eddington, Planning Director.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

1. Council disclosure - Joe Kernan disclosed that Talisker, Royal Street and The Athens Group are among his recycling customers.

2. Consideration of a Resolution designating Sunshine as a Permitted Use in Park City, Utah – The Mayor read the Resolution into the record, which was requested by Council member Candace Erickson last week. The Resolution was unanimously supported by the City Council.

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

Art-Kids support - Corrine Humphrey, Arts-Kids Board member, stated that she has volunteered and taught for the organization, and relayed the importance of providing affordable art programs for students. She spoke about using cigarette tax revenues to support youth art programs or the City could match citizen donations.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF JUNE 4, 2009

Liza Simpson made a minor correction. Candace Erickson, "I move approval of the work session notes and minutes of the meeting of June 4, 2009, as corrected". Liza Simpson seconded. Motion unanimously carried.

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

1. Consideration of three appointments to the Art Advisory Board for terms expiring July 2011 – The Mayor recommended the appointment of Jeanne Davison, Anita Slevin and Melissa Soltesz. Roger Harlan, "I so move". Candace Erickson seconded. Motion unanimously carried.

2. Consideration of two appointments to the Library Board for terms expiring July

2012 – The Mayor recommended the appointment of Bobbie Pyron and Benjamin Nitka. Roger Harlan, “I so move”. Liza Simpson seconded. Motion unanimously carried.

3. Consideration of an Ordinance approving the hotel and residences at Empire Canyon Resort Record of Survey Plat, located at 9100 Marsac Avenue, Park City, Utah - Planner Brooks Robinson explained that staff and the applicant are still working on environmental management elements within Empire Canyon. The Planning Commission forwarded a positive recommendation and asked for further consideration by the City Council of the application of the transfer fee. There are 182 residential units. Discussion ensued on the Wikstrom report which was submitted as part of the annexation where there is no mention of leases and addresses residential units and not the hotel. Liza Simpson expressed her difficulty in accepting the concept of a 999 year lease and Mark Harrington pointed out that the lease represents the first project. The transfer fee is not intended to capture the first owner, but rather subsequent sales. Even though the condominium units are sold on top of the 999 lease, they are still subject to the transfer fee. The lease approach was something not contemplated in the Wikstrom report and Mr. Harrington explained that the purpose of the first capitalization exemption is somewhat irrelevant in the overall analysis.

The Mayor opened the public hearing and with no comments from the audience, closed the hearing and requested a motion. Jim Hier, “I move we approve the hotel and residences at Empire Canyon Resort Record of Survey Plat, as conditioned”. Joe Kernan seconded. Motion unanimously carried.

4. Consideration of an Ordinance amending Title 4, Business Licensing, Municipal Code of Park City, Utah – Bret Howser explained that the amendment was discussed last week during work session where the administrative fee would be categorized into a renewal administrative fee and new business administrative fee. The Council decided to set the recovery rate on new business licenses to 40% of the calculated costs. The Mayor opened the public hearing; there were no comments. Joe Kernan expressed that radio news coverage unfortunately implied that business license fees will increase while the vast majority will realized a decrease. Joe Kernan, “I move approval of the business license fee schedule”. Roger Harlan seconded. Motion unanimously carried.

5. Resolution adopting a final revised budget for fiscal year 2009 and the budget for fiscal year 2010 for Park City Municipal Corporation and its related agencies – The Mayor advised that this is the final public hearing on the budget and invited public comments. There were none, and the hearing was closed. Roger Harlan expressed his appreciation of the work of the Budget Department staff. Candace Erickson, “I move we approve a resolution adopting a final revised budget for fiscal year 2009 and the budget for fiscal year 2010 for Park City Municipal Corporation and its related agencies”. Liza Simpson seconded. Motion unanimously carried.

6. Consideration of an application for a street vendor franchise to sell ice cream by Sergio Ice Cream – Assistant Attorney Polly McLean explained that the City Council has the ability to grant franchises for street vendors. There is currently one other franchise

for ice cream, Dad's Ice Cream, which is running two trucks. The applicant, Sergio Gonzalez, is anticipating running two trucks as well in the afternoons. Criteria for granting a franchise includes considering public necessity, demand of service, pedestrian and vehicular traffic compatibility, competition, and public safety. It was clarified for the benefit of Liza Simpson that Main Street is not included in the allowed areas. Ms. McLean discussed violations and the status of Dad's Ice Cream vending contract. The Mayor invited public input; there was none. Roger Harlan, "I move approval of the application for a street vendor franchise to sell ice cream by Sergio Ice Cream LLC". Liza Simpson seconded. Motion unanimously carried.

7. Consideration of appeals of the April 22, 2009 Planning Commission approval of a Conditional Use Permit amendment application submitted by Deer Crest Janna LLC for the St Regis Resort at Deer Crest - Appellants are Jeri Rice and the Powder Run at Deer Valley Owner Association – Candace Erickson disclosed that her husband works for Stantec who performed some work for the appellant, and stated will recuse herself from participating in the discussion and voting and left the meeting. Joe Kernan and Roger Harlan disclosed conversations with the Mayor about the history of the project and the process.

Planner Kirsten Whetstone stated that the appeal from Powder Run has been withdrawn. The Deer Crest Hotel CUP was originally approved in 2001 and amended in 2005. The controlling document is the May 11, 2005 findings of fact, conclusions of law and conditions of approval. On April 22, 2009, the Planning Commission reviewed an application to amend the Conditional Use Permit to amend Condition of Approval #3 to change the word parking *structure* to parking *lot*. The amendment provides at least seven additional parking spaces on an interim basis at Snow Park. Ms. Whetstone continued to explain that the Planning Commission focused on the CUP criteria outlined in the Land Management Code and needed to find that any impacts for a surface lot as opposed to a parking structure would be mitigated. The proposed parking structure was two levels with units above it in a future phase. The Commission looked at mitigating impacts of the surface lot with landscaping, lighting, finish on the exposed wall, water and oil separator requirements, and identification of snow storage. A public hearing was held and input was considered and the Planning Commission found no unmitigated impacts as the result of the amendment, which was approved on April 22. Ms. Whetstone noted that Condition No. 14 was added with regard to a five year deadline to submit plans for a parking structure and the associated units or request a one year extension.

Thomas Eddington believed that the Planning Commission also felt that within that five year period, it would be likely that the applicant would come back and exercise its development rights on the property for simple economic reasons but Commission members still wanted to establish a time line. Discussion ensued on the potential of the transfer of unit equivalents to another area and Kirsten Whetstone explained that this would require an amendment to the overall CUP which is specific to location of buildings, height, etc. Mark Harrington emphasized that this type of change would require a full review process and it is anticipated that Deer Crest will still build the units

there some time prior to five years.

Ms. Whetstone explained that the appeals were received on April 30 and were reviewed by the planning staff. An analysis is included in the staff report and many issues which were raised are not considered germane to the CUP amendment. She advised that Council is asked to determine whether adverse impacts of the amendment have been mitigated. Staff recommends that Council open a quasi-judicial hearing for consideration of the appeal of the Planning Commission's approval of the amendment to the Deer Crest Hotel CUP, consider any input and consider upholding the Planning Commission's decision based on the findings of fact and conclusions of law outlined in the staff report for Appeal A. The Mayor invited the appellant to speak.

Eric Lee, attorney for appellant Jeri Rice, referred to his comments made weeks ago on this matter during public input at a Council meeting and to his brief. With regard to Ms. Whetstone's comment that the issues raised in the brief are not germane to the amendment to the CUP, he asked if the Planning Commission has to limit its review to the narrow issues that are raised by the specific CUP modification application, or can it or should it take the opportunity to review any issue that is of current concern with regard to the CUP issued in 2001. He stated that this is really the question and if the Planning Commission can ignore issues raised by his client Jeri Rice, including issues that deal with existing CUP criteria, this is wrong as a matter of law and as a matter of policy. Mr. Lee pointed out that the developer has offered nothing in its brief before this body to suggest that the Commission's review should be constrained in the way that it argues. Neither the Land Management Code or state code provide that the Planning Commission can't look at any issues that pertain to the entire conditional use permit criteria as opposed to just the narrow issues of an application. This is a project that has essentially been pending for eight and a half years and there have been many changes to the project and surrounding neighborhood. When Deer Crest Janna asks the Council to ignore everything but the content of the modifications to the CUP, you have to ask why.

Mr. Lee emphasized that the Planning Commission concluded that the project is consistent with the Settlement Agreement, which is Conclusion of Law No. 4. The 1995 Settlement Agreement had an outright prohibition of overnight parking at the hotel site. In 2001, it changed without notice to Wasatch County and the Deer Crest home owners. He acknowledged that the home owners may have not been entitled to notice but out of fairness, if the parking and traffic plans are going to be changed, they should have been notified. They were not. In 2001, the City allowed 105 overnight parking spaces at the hotel but recognized that shifting parking from Snow Park up to the hotel could have some adverse impact on the Deer Crest home owners, in particular traffic impacts. Roger Harlan pointed out that the Deer Crest Home Owners Association was notified of the hearing and probably could have easily notified its own membership. Mr. Lee understood that the HOA did not receive notice and the developer of Deer Crest controlled the Association then and controls it now. Mark Harrington interjected that mailed notice to individuals is by its very nature under the Code a courtesy notice, not a legal notice because of that very reason. The City complies with the minimal legal

notice required under state code in the published and posted manner and do our best on the courtesy mailed notice.

Attorney Eric Lee relayed that the Settlement Agreement was amended in 2001 to allow overnight parking with the condition that it will not increase traffic on Keetley Road which was never *made*. This is an issue to Ms. Rice whose multi-million dollar house sits above Keetley Road and as a consequence of increased traffic; she believes the value of her house will be diminished. Mark Harrington explained that regulating traffic on this road was not contemplated inward to the development but rather coming from US40 and was the result of the Queen Esther Home Owners Association's objections which was the purpose of not accepting the public road. He asked if Mr. Lee has any evidence that the traffic considerations were aimed at internal owners and not adjacent owners. Mr. Lee stated that he doesn't have any evidence but is relying on the Settlement Agreement language stating that no traffic increase may occur on Keetley Road.

Jim Hier asked for clarification between the Settlement Agreement and the CUP modification in 2001. Eric Lee answered that the original CUP was issued in February 2001 and in March 2001, the Settlement Agreement was amended to allow overnight parking, but there is a reference in the 2001 CUP to the fact that overnight parking will be shifted up to the hotel if the Planning Commission approves it. Kirsten Whetstone referred to the March 1, 2001 action letter including the findings of fact, conclusions of law, and conditions of approval. Findings of Fact 11, 12 and 13 address the traffic study, parking, and overnight parking spaces respectively. In 2001, the Planning Commission considered the traffic study, moving density, and a change in configuration of some of the units. It was clarified that the Settlement Agreement preceded the annexation. Mayor Williams asked if his client is concerned with traffic coming from the Wasatch County side. After a lengthy review of a map of the area, Mr. Lee concurred.

He stated the Settlement Agreement requires a demonstration that Keetley will not be impacted adversely with overnight parking at the hotel. The traffic study is dated December 2000 and predates the condition and does not address overnight parking. The conclusion of law reached by the Planning Commission on this matter is that the project is in compliance with the Settlement Agreement, which is wrong. Joe Kernan felt that the Commission did not find a traffic problem. Kirsten Whetstone referred the March 1, 2001 condition of approval which indicates that the second amendment to the Settlement Agreement approved by the City Council in December 1988 to allow overnight parking found that the traffic did not increase on Keetley. Mr. Lee stated that that fact is unknown. He agreed that it is in the record but it doesn't confirm that as a result of overnight parking at the hotel, Keetley Road traffic will not be increased. The Settlement Agreement indicates that it is a threshold condition to allowing overnight parking at the hotel. He requested a study in February proving that traffic has not increased, but it hasn't been conducted. The hotel operation plan for parking alone demonstrates increased traffic on Keetley as a result of overnight parking.

He emphasized that the City has the right to open the original conditional use approval

when there is an amendment. He argued before the Planning Commission that other aspects of the project violate the Settlement Agreement. The developer's traffic circulation plan allows access through the western gate and traffic up from US40 to the hotel site. Compliance with the condition of approval has not been demonstrated. The other issue raised is not being able to obtain the final parking plan and the preliminary plan does not address impacts created by the project. This is not a static process and new impacts will arise.

Mr. Lee stated that Jeri Rice is directly impacted by traffic and the Planning Commission has no basis for assessing traffic impacts when the hotel opens this fall. It was promised a number of times, but never produced by the developer. Deer Crest Janna argues that you can only look at the narrow issues raised by the CUP modification application without any legal or policy justification for its position. By asking the Planning Commission to approve the amendment, Deer Crest Janna opened the doors to trigger the review that makes Ms. Rice's argument relevant. He urged the City Council to determine that the Planning Commission made a mistake in issuing the modified CUP without first insisting with compliance with the CUP criteria, or ask that the Planning Commission's approval be reversed, or direct that the matter be remanded to the Planning Commission for further discussion.

Tom Bennett, legal counsel for Deer Crest Janna, referred to the Mr. Lee's allegation with respect to the idea that a condition was never satisfied for overnight parking at the hotel. It was satisfied in 2001 when the initial CUP was issue which allowed overnight parking for the first time and he read Finding No. 13, *"A total of 105 overnight parking spaces in addition to 50 day spaces are proposed for the Roosevelt Gap site. The amended Settlement Agreement allows the Planning Commission to approve this overnight parking in conjunction with the luxury hotel and upon demonstration that the remainder of the Deer Crest Project has been modified to result in no net increase in traffic. Based on a Sear Brown Traffic and Parking Study, these criteria are satisfied but rely heavily on a guest and employee shuttle system. Without a perpetual shuttle system and perpetual maintenance of a gate system, the condition of no net increase will not be satisfied."*

Mr. Bennett stated that the traffic study said if you park employees and others on the Jordanelle side and if you implement a shuttle system and utilize that, the impact of that shuttle system and bringing people up in groups will mitigate the traffic and therefore there is no net increase. The subject of traffic came up again in 2005 with the modification to reduce the size of the building and another similar finding was made again. He noted that the Settlement Agreement allowed the Planning Commission to approve the overnight parking based on the Sear Brown Traffic and Parking Study where criteria are satisfied. That language was not included in the final action letter because it did not include the findings of fact and this was one of the findings. Mr. Bennett pointed out that when looking back at the minutes of the meeting, the motion approving the modification to the CUP, clearly stated that the findings of fact are adopted as a part of the action, as outlined in the staff report. He argued that conditions were initially satisfied, revisited again in 2005 and nothing has changed since then to

invalidate compliance. With regard to the referenced traffic study requested by the Planning Department in 2006, he explained that it was not a full traffic study but a parking study. He referred to emails exchanged between Planner Whetstone and Twin Peaks Engineering who provided the needed information and all of this information has been made available to Mr. Lee in the past. The requirement for the additional parking information was a requirement for the issuance of the building permit. A building permit was issued in February 2007. The staff, in issuing the building permit, was satisfied that what was asked for with respect to parking had been adequate.

The 2006 information contemplated the surface parking lot at Snow Park and a three-phased construction program, and a building permit was issued. However, the language says parking *structure* and the definition of parking structure is so broad, a lot would probably fit the definition, but to avoid any misunderstanding, and at the suggestion of staff, an application was made to change the word *structure* to *lot*. With regard to Mr. Lee's argument that there is no policy limiting the review to the narrow issues of the CUP, Mr. Bennett emphasized that there is a principle called vested rights. The owners are relying on CUPs that date back to 2001, have been amended four times since then, have received a building permit and have spent several hundred million dollars in building the project. To do what Mr. Lee suggests would leave every developer completely at risk. There has to be certainty with an approval and if developers feel they can't make a change without a wholesale review, no one will want to do business here. He strongly suggested that the City Council put the appeal in its proper perspective and the modification to wording has no impact on the traffic. The Planning Commission in reviewing this matter looked at the specific impacts and adopted conditions to mitigate those impacts and that is the only legal scope of review for the application. He hoped that as Council members review the record, they will come to the conclusion that the matter was thoroughly examined and the issues of the impacts thoroughly mitigated with the conditions.

The Mayor understood that guest and employee shuttle services are in place and people are parking at Snow Park. Tom Bennett concurred and added that the parking lot at Jordanelle was approved by Wasatch County; that action was appealed but the decision was upheld. Joe Kernan agreed with the applicant and felt that to reopen every issue relating to the original CUP doesn't make sense. Jim Hier stated that he sat on the Planning Commission in 2001 when the CUP was approved. The traffic consideration from the Commission's standpoint was absolutely the traffic through Solamere and Queen Esther and up to the hotel. The traffic from the hotel down to US40 was of no consideration to the Planning Commission. That is why the whole Snow Park area was contemplated for parking and the funicular. He emphasized that parking has been allowed there for some time and the focus at review was how traffic would be mitigated. Mr. Hier believed that when there is an application for an amendment any issue is fair game to the Commission. Mr. Harrington agreed for the most part, but the crux is in the vesting element in terms of what items have already been fulfilled. Jim Hier stated that the reverse position is that the Commission may opt only to review the particular scope of a change and rely on staff input for information on compliance with all of the remaining conditions that were in effect at the time the original

CUP was approved. Conditions of approval are monitored by staff before the issuance of a building or occupancy permit. He stated that he supports staff's position on this matter. Whether the parking is a structure or a lot has no impact on the purpose for the parking and the CUP was very simple. Roger Harlan agreed and stated that it was his own personal experience that the checkpoints in the traffic plan are working in Deer Crest. Liza Simpson agreed with Mr. Hier's comments and expressed that she will uphold the Planning Commission's decision. Joe Kernan, "I move that we approve the Planning Commission's approval of the Conditional Use Permit and deny the appeal pursuant to the recommended findings of fact and conclusions of law for Appeal A". Liza Simpson seconded. Motion carried.

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

VI ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 3:30 p.m. Members in attendance were Mayor Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Polly Samuels McLean, Assistant City Attorney; Tom Daley, Deputy City Attorney; Phyllis Robinson, Public Affairs Manager; and Mark Harrington, City Attorney. Joe Kernan, "I move to close the meeting to discuss property and litigation". Candace Erickson seconded. Motion carried unanimously. The meeting opened at approximately 4 p.m. Roger Harlan, "I move to open the meeting". Liza Simpson seconded. Motion unanimously carried.

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

Prepared by Janet M. Scott

Janet M. Scott, City Recorder

**PARK CITY HOUSING AUTHORITY
SUMMIT COUNTY, UTAH
FEBRUARY 26, 2009**

I ROLL CALL

Chairman Dana Williams called the meeting of the Park City Housing Authority to order at approximately 7 p.m. at the Library and Education Center on Thursday, February 26, 2009. Members in attendance were Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; and Phyllis Robinson, Public Affairs Manager.

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

None.

III MINUTES OF MEETING OF JANUARY 26, 2006

Roger Harlan, "I move approval of the minutes of January 26, 2006". Joe Kernan seconded. Liza Simpson abstained as she was not yet elected. Motion carried.

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

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

Consideration of the Treasure Hill Project affordable housing plan – Phyllis Robinson explained that the Housing Authority is charged with reviewing and approving the employee housing mitigation plan for projects and the purpose of tonight's meeting is to take action on the Sweeney's employee housing proposal for Treasure Hill. Any action taken should not be construed as an endorsement by the Housing Authority of the pending Treasure Hill Conditional Use Permit before the Planning Commission. She referred to emails from the public to Planner Katie Cattan on the project which were distributed to Housing Authority members.

Ms. Robinson stated that the original Treasure Hill MPD states that as projects are submitted for conditional use approval, the City shall review them for required employee housing in accordance with the adopted ordinances in effect at the time of application. Based on a preliminary analysis of Resolution No. 17-99 and the resolution in place at the time of the CUP submittal, the project would require 28.47 affordable unit equivalents or the equivalent of 22,775 square feet of employee housing. The applicant

submitted the employee housing mitigation plan in December 2008 and a copy of the proposal is included in the meeting packet. The submittal had two key components; the first was the offer of 4,000 square net feet of on-site dorm style seasonal housing for the work force within the project and the second was an in-lieu payment to the City for the remaining affordable housing obligation. Recognizing that the in-lieu fee had changed substantially from Resolution 17-99 to the current resolution, the applicant has volunteered to meet the 2007 requirements for an in-lieu fee which would increase the fee from about \$1.4 million to \$3.5 million based on the current proposal or maximum allowed commercial residential square footage as we know it today.

Ms. Robinson stated that the Planning Commission reviewed the proposal in work session on January 7, 2009 where there was strong consensus that at minimum the bulk of the units should be provided on site with a strong preference for all of the units on site. There was no support for the in-lieu fee. However, the majority of the Planning Commission expressed concerns about potential impact on the project's mass and scale with the incorporation of employee housing on site. Based upon the January 7 work session, Planning Commission's input, and the housing resolution, Ms. Robinson emphasized that on-site housing is the most preferred option. As a result, the applicant has proposed an alternative housing mitigation strategy to incorporate employee housing on site with the development of 16,000 square feet of dorm lodge style housing for approximately 90 to 100 employees. The current housing resolution does permit exceptions for dorm or lodge style housing whether seasonal or year-round but such permission is at the sole discretion of the Housing Authority. There is no formal written amendment to the initial proposal and she invited Mr. Sweeney to comment.

Mike Sweeney stated that the goal is to provide year-round on-site quality employee housing while minimizing its impacts on Treasure's neighbors and the community as a whole. He heard the Planning Commission's desire to see all employee housing on-site resulting in the alternative to the first proposal. He noted that they initially assumed the neighbors would prefer not to have another 22,000 net square feet on site for the project and the first proposal included all of the affordable housing space into an area without increasing the massing, height and footprint. They were able to incorporate about 16,000 square feet and mitigate the rest of the employee housing with the in-lieu payment. Given the desire of the Planning Commission the design does not increase the footprint of the buildings and provides sufficient living space for 71 people on site in a dorm lodge style housing type with some private units. There will be an increase of height in a couple of other areas as opposed to the first proposal where no height increase was created. This type of housing is the most efficient way to accommodate the required number of employees on site and has the least impact on the massing and required parking. His preferred proposal is the alternative and they believe it is a win-win situation by accommodating the required number of employees using the later code. The maximum amount of square footage is not needed to house employees in the space.

The cabriolet in conjunction with City transit and the Park and Ride provide the main transportation to and from Treasure for employees and housing parking is limited to 20

spaces. Mr. Sweeney commented that Treasure will build the units, own the units and manage them, enter into a development agreement with Park City to preclude the sale of said units, and provide rent protection to employees. The cost of the units is more expensive than if built off site, however, he believes it still makes more sense to have the employees on site. Rent will cover operating costs and long term maintenance and the goal is to provide perpetual employee housing that minimizes the need for cars and the visual impact of housing.

In response to a question from Jim Hier, Mr. Sweeney stated that the density is 394,000 net square feet of residential and 19,000 square feet of support commercial. The hotel rooms are identified as a commercial generation of employees and the affordable housing is in addition to the 394,000. In response to a question from Candace Erickson about year-round employment, Mr. Sweeney envisioned that that the hotel will require employees every day of the year so the employee housing will be used year-round. She questioned if employees would want to live in a dorm on a long term basis and Mike Sweeney pointed out the variety of designs for shared living housing and felt confident that they could house 100 employees on site and Treasure is required to provide housing for 71 people. Joe Kernan brought up meeting the needs of families, and Mike Sweeney explained that the facility can be structured to accommodate couples but they are not looking to design housing for families. The purpose of the housing is employee housing not affordable housing.

Chairman Williams opened the public hearing; there were no comments. Liza Simpson asked if the housing would be limited to Treasure's employees and Mike Sweeney stated that that has not been decided yet and it is not up to the applicant. The Chairman asked if members are comfortable with the proposal to provide dorm style housing targeted primarily for seasonal workers versus permanent housing for year-round employees. Jim Hier liked reducing parking but is not in favor of reducing the square footage and limiting the configuration. Diverse housing is more representative of employee mix where more square footage is required. Mike Sweeney pointed out that more square footage means more massing and major constraints were placed on the project including a 70% open space requirement within the building pad and height limits. Allocating more square footage to employee housing will make the project more bulky and massive. The plan contemplates satisfying 16,000 square feet of employee housing with no visual difference which is not the case with 22,000 square feet.

Mr. Sweeney asked for clear direction from members with regard to using net or gross numbers and including circulation in calculations. He emphasized that their calculations are net and represent living space and stated that he doesn't disagree with Mr. Hier in offering other designs. Mr. Hier suggested that the resolution be followed and pointed out that 6,000 additional square feet in a 400,000 square foot structure only represents a 1% to 2% increase in square footage and it is important that people don't drive to Treasure. He stated that he does not want to reduce the required square footage because there should be a mix of housing, including dormitories in order to keep employees there on a year-round basis. Mr. Harlan concurred that there needs to be a

mix of housing. Mr. Sweeney agreed and stated that they will work with the Planning Commission.

The Chairman requested clarification on staff's recommendation to use in-lieu fees for the Woodside/Park Avenue properties. Phyllis Robison explained that in the event the Housing Authority prefers the initial proposal which included the in-lieu fee, the planning staff recommends that it be further evaluated as it ties into the Woodside Avenue Park Avenue redevelopment of City-owned properties. The housing resolution requires that in-lieu fee can not be considered unless there is a pending housing project.

Candace Erickson stated that the housing should be a mix but does not have a problem with a portion of the project being dormitory style. The Planning Commission should determine the appropriate percentages but she felt some type of family housing should be on site and supports the full square footage. She stated that she is totally opposed to in-lieu fees as housing needs should be met on-site. Liza Simpson agreed and felt the employee housing should be varied with the full square footage on site. Joe Kernan expressed that housing accessible by the project's transportation would be acceptable. The Chairman confirmed that members support the full square footage to ensure diverse housing which can accommodate managers with families as well as seasonal employees and meets the minimum threshold of 71 people. Mike Sweeney interjected that the parking would have to be increased somewhat and Jim Hier stated that he is inclined to reduce the parking requirement. Ms. Erickson pointed out that reduced parking will require increased enforcement efforts on the street. Ms. Robinson added that deed restrictions can also address parking.

Chairman Williams confirmed consensus to be 22,000 square feet, mixed housing on site and no in-lieu fees. Phyllis Robinson stated that a formal housing plan will return to the Housing Authority for consideration and approval by the Housing Authority for Treasure Hill. Jim Hier encouraged the applicants to incorporate their employment plan into the strategy for housing.

V ADJOURNMENT

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

Prepared by Janet M. Scott

Janet M. Scott, City Recorder



City Council Staff Report

Author: Todd Touchard
Subject: FAIRWAY HILL PUMP STATION
BUILDING PERMIT FEES WAIVER
Date: June 25, 2009
Type of Item: Administrative

PUBLIC WORKS

Summary Recommendations:

Staff recommends Council authorize the City Manager to waive the building permit fees of \$3,735.00 for the construction Fairway Hills Pump Station Project.

Description:

Water Strategic Plan Topic: Infrastructure, Strategy/Policy: Implement Capital Facilities Plan

Topic:

Fairway Hills Pump Station Building Permit Fees

Background:

The Fairway Hills Pump Station project consists of replacing piping, pumps, and electrical controls inside an existing building. The construction contract for the project is \$77,035.00.

City policy states that fees of more than \$100 dollars may be waived by motion of the City Council . The policy is as follows:

11-12-15. FEE ADJUSTMENTS.

The fees established in this Title may be amended, changed, adjusted, or waived from time to time by motion of the City Council. The City Manager is authorized to reduce or waive fees on public or non-profit projects, projects deemed to serve a beneficial public purpose, provided that no waiver or reduction of fees totaling more than one hundred dollars (\$100) on any one project may be waived without City Council approval. Building related fees shall be assessed against building projects owned by the City based on the contract.

Analysis:

The building permit fees for a project of this magnitude are shown in the Table below:

Fee	Cost
Building Permit Fee	\$2,250.00
Plan Check Fee	\$1,462.50
1% State Fee	\$ 22.50
Total	\$3,735.00

The \$3,735 fee represents approximately 5% of the total project budget and half of the available contingency allowed. This project fills an essential public need in supplying water to homes in the Fairway hills area. Staff requests that Council authorize the City Manager to waive the building permit fees and thus reserve this amount to be used in the event that the full contingency amount is needed for the completion of this project.

Department Review:

This staff report has been reviewed by Public Works, Engineering, Legal, and City Manager.

Alternatives:**A. Approve the Request:**

Staff requests Council authorize the City Manager to waive the building permit fees for the lump sum amount of **\$3,735**.

B. Deny the Request:

Council could deny Staff's request. Denying the request would increase the costs for the project.

C. Continue the Item:

Council could continue the request. Continuing the request would delay the project.

D. Do Nothing:

Staff does not request this alternative. Doing nothing would also delay the project.

Significant Impacts:

None.

Recommendation:

Staff requests Council authorize the City Manager to waive the building permit fees for the Fairway Hill Pump Station Project for the lump sum amount of \$3,735.00.



City Council Staff Report

Subject: Snow Creek Affordable Housing Fee Waivers
Author: Phyllis Robinson
Department: Sustainability
Date: July 9, 2009
Type of Item: Administrative

Summary Recommendations:

Staff recommends that City Council waive building permit and police, roads and street impact fees associated with the Snow Creek Affordable Housing Project in the amount of \$61,369.23.

Background:

The Snow Creek Housing Project is a 13-unit affordable, owner-occupied, environmentally responsible neighborhood. The units will be sold as primary residences with resale restrictions and owner-occupancy requirements. The project will provide affordable homeownership opportunities to a local workforce. The City is promoting financially feasible, technologically sound strategies to conserve energy and surpass current norms for water conservation, waste management and recycling throughout this project. The project is being constructed to both Energy Star and National Green Building Standards. Park City Municipal is the project developer and will remain as a member of the project's HOA upon completion of construction.

Section 11-12 of the Municipal Code requires Building Permit Fees and Plan Check Fees; and Section 11-3 requires the following Building Permit Fees and Impact Fees.

Building Permit Fees

Building Permit Fee	\$ 23,581.69
Plan Check Fee	\$ 6,611.71
1% state fee	<u>\$ 235.83</u>
Subtotal	\$ 30,429.23

Impact Fees

Public Safety	\$ 3,900.00
Streets	\$ 2,015.00
Parks	\$ 25,025.00
Water Impact Fees	<u>\$231,994.00</u>
Subtotal	\$262,934.00

Total fees **\$293,363.23**

Staff is requesting fee waivers for the Building Permit Fees and Police, Roads and Parks Impact Fees in the amount of \$61,369.23.

Analysis:

Section 11-12-13 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.” Section 11-13-4(a) further authorizes the City Council to “waive impact fees for construction of affordable housing, up to \$5,000 per unit.”

At this time, staff is requesting fee waivers for the Building Permit Fees and Police, Roads and Parks Impact fees in the amount of \$61,369.23. These fees are within the General Fund and do not require an offsetting payment. Waiver of these fees is permitted by the Municipal Code. This will enhance unit affordability by \$4,720.71 per unit.

Recognizing that the Water Fund is outside the General Fund, we will attempt to incorporate these impact fees into the pricing structure. The water impact fees have a significant impact on housing affordability adding \$17,846 per unit to the cost of the house. We will return to Council later this summer once the project is substantially underway with the proposed pricing structure and an analysis of the water impact fees effect on unit affordability. In the interim, we will continue to seek outside funding to enhance the affordability of this project and intend to have the project cover water impact fees as has been our practice with other affordable housing projects.

Department Review:

This report has been reviewed by the Water, Building, Police, Recreation, Legal and the City Manager.

Alternatives:

Approve the Request: Council may approve building permit and impact fee waivers in the amount of \$61,369.23 for the Snow Creek Affordable Housing Project.

Modify the Request: Council may modify the request and approve a lesser amount for building impact and fee waivers. This will have a negative impact on project affordability.

Continue the Item: Council may continue the item and direct staff to return with additional information at a future meeting.

Deny the Request: Council may deny the request for fee waivers. These costs will be added to the overall project cost with a negative impact on project affordability.

Significant Impacts:

At this time staff is requesting fee waivers only for permit and impact fees that are part of the General Fund. Waiver of these fees will have a direct positive impact on unit affordability.

Consequences of not taking the recommended action:

The cost per unit for the Snow Creek Cottages will increase by \$4,720.71 to cover these fees.

Recommendation: Staff recommends that City Council waive building permit and police, roads and street impact fees associated with the Snow Creek Affordable Housing Project in the amount of \$61,369.23.

City Council Staff Report



Author: Todd Touchard
Subject: FAIRWAY HILLS FINISHED
WATERLINE PROJECT, CONSTRUCTION ENGINEERING
MANAGEMENT AND INSPECTION CONTRACT
Department: Public Works
Date: July 9, 2009
Type of Item: Administrative

Summary Recommendations:

Staff recommends Council authorize the City Manager to execute an Agreement, in a form approved by the City Attorney, with Alliance Engineering Inc., for the Construction Engineering Management and Inspection of the Fairway Hills Finished Waterline Project in an amount of \$39,115.

Description:

Water Strategic Plan: Source Strategies & Policies

- Maximize the availability of Park City's water from the Rockport Importation project

Topic:

Park City Raw Water Infrastructure Project including raw water line from Promontory to Quinn's Junction Water Treatment Plant, water treatment plant, Fairway Hills Finished Waterline to the City.

Background:

Phase 1 of the Raw Water Importation Project will deliver water from the Signal Hill Reservoir to the new treatment plant by the summer of 2010. The raw waterline was broken into three sub-phases due to unique issues that control the schedule of design and construction. The sub-phases are named Promontory, Lower Silver Creek, and Quinn's phase. The phases will total approximately 6 miles of 22" High Density Polyethylene Pipe (HDPE).

The Promontory Phase is entirely in the Promontory Subdivision and will deliver water from Signal Hill reservoir to the southwest corner of the subdivision. The Lower Silver Creek Phase will continue west from Promontory crossing wetlands, Silver Creek, contaminated soils, and terminating at Highway 40. The Quinn's Phase will cross Highway 40 and continue south within Park City Municipal property to the proposed treatment plant site.

The Quinn's Water Treatment Plant is scheduled to start construction in late summer of 2009 and deliver water for summer of 2010. The first finished water connection will be a transmission line into the Fairway Hills zone. The term finished water means that the

water has passed through all required processes in the water treatment plant and is ready to be delivered to consumers. The attached map shows the approximate location of the waterline.

The Fairway Hills Finished Waterline will consist of 2,613lf of 12-inch ductile iron pipe, fittings; butterfly valves; air & vacuum valves; fire hydrants; traffic control; ditch crossings; 866 feet of two 2-inch fiber optic conduits and 3 pull boxes. Construction is expected to start late July and is expected to take 6 weeks to complete.

Construction management and inspection is required for all construction projects. The inspector verifies contractor compliance with construction documents. The construction manager (CM) coordinates all project paperwork between the contractor and the owner and engineer. The CM verifies contractor pay requests, prepares change orders, and prepares non-compliance notices among other tasks discussed in detail in the attached Scope of Work. For this project, the CM and inspection work will be performed by the same individual which provides some cost savings.

For additional reference, the attached Project Matrix (**Table 1**) shows all of the water projects for this construction season and the corresponding contracts and Professional Services Agreements (PSA's). With all of the construction contracts and PSA's being brought to Council for Authorization, Staff hoped the matrix could be useful in seeing the big picture of water projects.

Analysis:

The City's purchasing policies exempts professional service contracts from any requirement for competitive bidding. According to this policy contractors are chosen by selecting the firm whose experience, capabilities, and past performance best meet the needs of the project. The selection committee, comprised of Public Works, Engineering, Building, Snyderville Basin Reclamation District, and other representatives, used the following criteria as guidance in evaluating the proposals for the Construction Management and Inspection for all of the Phase 1 projects:

- Experience with applicable construction of project: membrane treatment plant, HDPE pipe, raw water lines, ductile iron pipe, directional drilling, etc
- Knowledge of local regulations: Park City Standards, MRWSSD, Promontory, Summit County Soils Ordinance, Wetlands, DDW, Federal, AWWA, APWA
- Cost effectiveness in providing the desired services/product
- Quality of example daily reports and logs, process of providing service, organization
- Experience for with type of construction, availability of staff, ability to be responsive

Ten consultants submitted Statements of Qualifications for the RFP. The cost of construction management and inspection had the following ranges:

- Construction Management: \$189/hr to \$90/hr
- Inspection: \$125/hr to \$60/hr

Based on the selection criteria, the committee unanimously agreed to recommend Alliance Engineering for the Construction Engineering Management and Inspection

services for this project. Their Construction Manager, Michael Demkowicz, has experience providing ductile iron waterline inspections in Park City. He provided Construction Engineering Management and Inspection work for the Northfolk/Woodside reconstruction project.

Staff has provided the Scope of Work and negotiated the fee with Alliance Engineering. This is included as Addendum A in the Professional Services Agreement and is an amount of \$39,115. Staff feels that the fee is usual and customary with projects of this type and scope.

Department Review:

This staff report has been reviewed by Public Works, Legal, Budget, and City Manager.

Alternatives:

A. Approve the Request:

Staff recommends Council authorize the City Manager to execute an Agreement, in a form approved by the City Attorney, with Alliance Engineering, for construction engineering management services for the Fairway Hills Finished Waterline in an amount of \$39,115.

B. Deny the Request:

Council could deny Staff's request. Denying the request would delay the time-critical project as described above.

C. Continue the Item:

Council could continue the request. Continuing the request would delay the time-critical project as described above.

D. Do Nothing:

Staff does not recommend this alternative. Doing nothing would also delay the time-critical project as described above.

Significant Impacts:

This project is part of the approved FY09 and FY10 Capital Improvements Budget. The City will need to borrow money through Revenue Bonds to fund the design and construction of this project. Division of Water Resources committed funds to an interest buy down to 4% that equates to a maximum of \$1.13M to be used towards the Lower Silver Creek raw water pipeline segment, the water treatment plant, the Boothill Transmission Line, Hillside waterline replacement, the Fixed Base meter reading system, and the Fairway Hills Finished Waterline. The remaining balance of the projects will be funded through market loans, water impact fees, and water user fees.

Recommendation:

Staff recommends Council authorize the City Manager to execute an Agreement, in a form approved by the City Attorney, with Alliance Engineering, for the Construction

Engineering Management and Inspection of the Fairway Hills Finished Waterline project in an amount of \$39,115.

Table 1. Water Projects Matrix

Project	Task	Contractor/ Consultant	Contract/ Agreement Authorized by Council?	Amount
PCWIP				
1. Promontory	a. Design b. Construction Mgmt/Inspection c. Construction (2009)	a. Stantec b. MRWSSD c. Counterpoint	Y In Progress Y	\$460,610 (plus \$338,260) Hourly rate \$1,147,569
2. Quinn's	a. Design b. Construction Mgmt/Inspection c. Construction (2009)	a. Stantec b. BCA c.	Y 6/25/09	\$460,610 (plus \$338,260) \$89,792 \$2,255,000 (estimate)
3. Lower Silver Creek	a. Design b. Construction Mgmt/Inspection c. Construction (2009)	a. Stantec b. Not chosen	Y N	\$460,610 (plus \$338,260) \$1,940,000 (estimate)
4. Phase 2, 3, 4	a. Preliminary Design Construction begins 2010	a. Stantec	Y	\$460,610 (plus \$338,260)
Judge Tunnel Waterline	a. Preliminary Design Construction begins 2010	a. Stantec	Y	\$460,610 (plus \$338,260)
Fairway Hills Finished Waterline	a. Design b. Construction Mgmt/Inspection c. Construction (2009)	a. BCA b. Alliance	Y 7/9/09	\$78,000 \$39,115 \$573,011 (estimate)
Water Treatment Plant	a. Design b. Construction Mgmt/Inspection c. Construction (2009/2010)	a. Carollo b. Not chosen	Y	\$795,000 \$8,100,000 (estimate)
Boothill Transmission Line Phase 2 and 3	a. Design b. Construction Mgmt/Inspection c. Construction (2009/2010)	a. BCA b. City Staff (ph2), Stanley (ph3)	Y	\$72,600 \$29,410 (phase 3) \$1,372,000 (estimate)
Hillside Waterline	a. Design b. Construction Mgmt/Inspection c. Construction (2009)	a. BCA b. Ward Engineering	Y	\$22,300 \$150,678 (estimate)
HR Loop Rd Irrigation Waterline	a. Design b. Construction Mgmt/Inspection c. Construction (2009/2010)	a. Jack Johnson b. City Staff	NA	 \$337,814 (estimate)

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

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____, 2009, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and ALLIANCE ENGINEERING, INC. , a Utah corporation ("Service Provider").

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Addendum A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed **Thirty nine thousand one hundred fifteen (\$39,115) dollars.**

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on December 31, 2009 or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

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- C. For all “extra” work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as “Addendum B,” or if none is attached, as subsequently agreed to by both parties in writing.
- D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. REPORTS AND INSPECTIONS.

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

- A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
- B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. **INSURANCE.**

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

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

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

- B. Automobile Liability insurance with limits no less than two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than one million dollars (\$1,000,000) combined single limit per occurrence.
- D. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident \$500,000 each accident;
Bodily Injury by Disease \$500,000 each employee, \$500,000 policy limit
- E. The City shall be named as an additional insured on the insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies.
- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

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

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color,

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national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.

13. CHANGES.

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

14. MAINTENANCE AND INSPECTION OF RECORDS.

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

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

15. POLITICAL ACTIVITY PROHIBITED.

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

16. PROHIBITED INTEREST.

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

17. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

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

18. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for

cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

19. NOTICE.

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

20. ATTORNEYS FEES AND COSTS.

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

21. JURISDICTION AND VENUE.

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

22. SEVERABILITY.

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

Eden Construction Contract No. _____

Project: Fairway Hills Construction Engineering Management & Inspection

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23. **ENTIRE AGREEMENT.**

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

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

PARK CITY MUNICIPAL CORPORATION

445 Marsac Avenue

Post Office Box 1480

Park City UT 84060-1480

Tom Bakaly, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER

Address:

Tax ID#: _____

Eden Construction Contract No. _____

Project: Fairway Hills Construction Engineering Management & Inspection

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Signature

Printed name

Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 2009, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _____ (*title or office*) of _____ Corporation by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (*title*) for _____, a _____ corporation.

Notary Public

ADDENDUM “A”

SCOPE OF SERVICES

Fairway Hills Finished Waterline Construction Engineering Management & Inspection SCOPE OF SERVICES (Exhibit “A”)

Project Description

Based on the 90% Bowen Collins & Associates (BC&A) drawings for the Fairway Hills Finished Waterline Project, it is our understanding that the work consists of the furnishing and installing approximately 2,613 feet of 12-inch CL 350 restrained joint ductile iron waterline; fittings; butterfly valves; air & vacuum valves; fire hydrants; traffic control; ditch crossings; 866 feet of two 2-inch fiber optic conduits and 3 pull boxes; installing pipe through 100 feet of existing 24-inch casing; re-vegetation, asphalt road trench restoration, and landscape restoration. The WORK is located along State Road 248 from Richardson Flats Road to F.J. Gilmore Way in Park City, Utah, as indicated on the Drawings.

Scope of Work

Task 1.0 PRE-CONSTRUCTION SERVICES

1.01 Plans and Specifications – Review construction documents including: project plans, general, special, and technical specifications, addenda and permits.

1.02 Preconstruction Conference – Coordinate and attend the pre-construction conference prior to the start of any field activities. Prepare minutes of the meeting and distribute to Park City Municipal Corporation (CITY), CONTRACTOR, all attendees and others as requested by CITY.

Task 2.0 CONSTRUCTION ENGINEERING MANAGEMENT SERVICES

2.01 Construction Administration Procedures- Log-in and track the CONTRACTOR’S requests for clarification/requests for information, shop drawings, samples, submittals, contract schedule adjustments, change order proposals, written proposals for substitutions, payment applications and permits. CONSTRUCTION ENGINEERING MANAGER shall forward to ENGINEER for review any requests for clarification/information, shop drawings, samples, or other submittals and shall coordinate such requests the CITY. CONSTRUCTION ENGINEERING MANAGER shall review ENGINEER’S comments on shop drawings, samples and other submittals, and coordinate transmittals to the CONTRACTOR, including all information provided by the ENGINEER. Maintain the following documents at the job site: correspondence files; contract addenda; copy of the contract documents and progress reports.

Keep record of the names, addresses, and telephone numbers of the CONTRACTOR'S and all subcontractor's emergency contact personnel. Maintain reports of job site conferences, meetings and discussions between CITY and CONTRACTOR.

2.02 Change Order Preparation, Negotiation and Processing- Establish, implement and coordinate systems for processing contract change orders. Prepare independent cost estimates for contract change orders. Negotiate contract change orders with the CONTRACTOR. Coordinate negotiations with the CITY and preparation of all contract change order documents for execution by the CONTRACTOR and CITY. Prepare other related correspondence for CITY and ENGINEER review and approval of change orders as required.

2.03 Permits, Bonds and Insurance- Verify that the required permits, bonds and insurance, have been obtained. Ensure that the conditions of permits are adhered to by the CONTRACTOR. Such action by CONSTRUCTION ENGINEERING MANAGER shall not relieve the CONTRACTOR of its responsibility to comply with the provisions of the Contract Documents.

2.04 Construction Schedule- Review the CONTRACTOR'S construction schedule and updates and verify that the schedule is prepared in accordance with the requirements of the contract documents. Require the CONTRACTOR to prepare and submit a recovery schedule if progress falls behind schedule. Maintain an approved schedule to track the CONTRACTOR'S work efforts during construction and provide current schedule information to CITY.

2.05 Progress Meetings and Reporting- Conduct weekly progress meetings attended by CITY, CONTRACTOR, utility companies, outside agencies, and other participants. Such meetings shall serve as a forum for the exchange of information concerning the PROJECT and the review of construction progress. Prepare and distribute agenda and minutes of these meetings to CITY, CONTRACTOR and other PROJECT participants.

2.06 Progress Payments- Review the applications submitted by the CONTRACTOR and determine whether the amount requested reflects the actual progress of the CONTRACTOR'S work. Make appropriate adjustments to each payment application, and prepare and forward to CITY a progress payment report. The report shall state the total contract price, payments to date, current payment requested, retainage and actual amounts owed for the current period.

2.07 Quality Review- Monitor the quality of construction, and assist in guarding the PROJECT against defects and deficiencies in the work of the CONTRACTOR. Coordinate third-party inspections and any required special inspections and review these inspection reports. Review the work for compliance with the contract documents. The CONSTRUCTION ENGINEERING MANAGER will maintain daily reports/field logs detailing the progress of the work, manpower and equipment assigned to the PROJECT, and schedule of activities. Reject work and transmit to CITY and CONTRACTOR a notice of nonconforming work when it does not conform to the requirements of the contract documents. Maintain a daily diary of events at the jobsite, including

but not limited to the following: CONTRACTOR and subcontractor's personnel and equipment, observed delays and causes, weather conditions, daily activities and progress by stationing, data relative to claims for extras or deductions, material received on site, and test results.

2.08 Third Party Inspections and Testing- Coordinate with third party inspection and testing. Review reports and obtain ENGINEERS recommendations as needed. CONTRACTOR will provide third party inspection and testing as outlined in the project specification. Verify and report flushing, pressure and leak tests.

2.09 Photographs & Video- Provide to CITY photographic documentation (both still and video) of both PROJECT sites prior-to and during construction.

2.10 Site Visits- Maintain a sign-in log for visitors.

2.11 Coordination with City Divisions and Other Agencies – Coordinate and communicate with the CITY's Representative to keep informed of the PROJECT status, field encounters, field meetings, and other pertinent information. Coordinate with the CONTRACTOR for the technical inspection, testing, and work required by outside agencies. This shall include utility companies and the COUNTY.

2.12 Detailed Sketches- Provide detailed sketches to ENGINEER clarifying construction conflicts and/or design changes as requested by CITY.

2.13 Dispute Resolution- Make recommendations and implement procedures for reducing the likelihood of disputes and claims. Assist CITY in gathering applicable data, reviewing CONTRACTOR'S documents, substantiating disputes or claims, and resolving construction disputes. Make recommendations for Alternate Dispute Resolution methods, as required.

2.14 Project Observation - For the 30 days (4 week) construction period, CONSTRUCTION ENGINEERING MANAGER has assumed a full time inspector during construction.

Task 3.0 POST CONSTRUCTION SERVICES

3.01 Project closeout- Complete and deliver all PROJECT files and documents to CITY. All submittals, RFIs, O&M manuals, daily reports, photos, shall be submitted to the CITY in a digital format (CD or DVD).

3.02 Final Inspection and Punchlist- Conduct final inspection with CITY and other PROJECT participants to prepare a list of construction deficiencies for resolution by CONTRACTOR. Make recommendations to CITY regarding CONTRACTOR'S final progress payment request. Prepare final progress payment report for submission to CITY.

Eden Construction Contract No. _____

Project: Fairway Hills Construction Engineering Management & Inspection

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3.03 Record Drawings- Maintain one set of field contract documents with up-to-date information regarding all addenda, substitutions, clarifications and change orders. Provide a set of redlined drawings showing measured or GPS locations of waterline, fittings, valves, etc. Near the end of construction, transmit corrected set to ENGINEER for producing Record Drawings.

Eden Construction Contract No. _____

Project: Fairway Hills Construction Engineering Management & Inspection

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Exhibit B

**Park City Municipal Corporation
Fairway Hills Finished Waterline**

NOT TO EXCEED COST PROPOSAL

Senior Engr.	Resident Engr.	Inspector	Clerical
145 \$/hr	105 \$/hr	65 \$/hr	40 \$/hr

Task 1: Preconstruction Services

1.01 Review Construction Documents	8	8		
1.02 Pre-Construction Conference		4	4	

Task 2: Construction Management

2.01 Construction Administration Procedures	20		10	
2.02 Change Order Preparation, Negotiation, Processing	20		10	
2.03 Permits, Bonds, Insurance	10			
2.04 Construction Schedule	10	included		
2.05 Progress Meetings and Reporting	8	8	10	
2.06 Progress Payments	10		10	
2.07 Quality Review	10	included		
2.08 Third Party Inspection and Testing	10			
2.09 Photographs & Video		5		
2.10 Site Visits Log		included		
2.11 Coordination with City and Other Agencies	10			
2.12 Detailed Sketches	10			
2.13 Dispute Resolution	10			
2.14 Project Observation (30 days full time inspection)	45	180		

Task 3: Post Construction

3.01 Project Closeout	10	10		
3.02 Final Inspection and Punchlist	10	5	5	
3.03 Record Drawings	5	5		

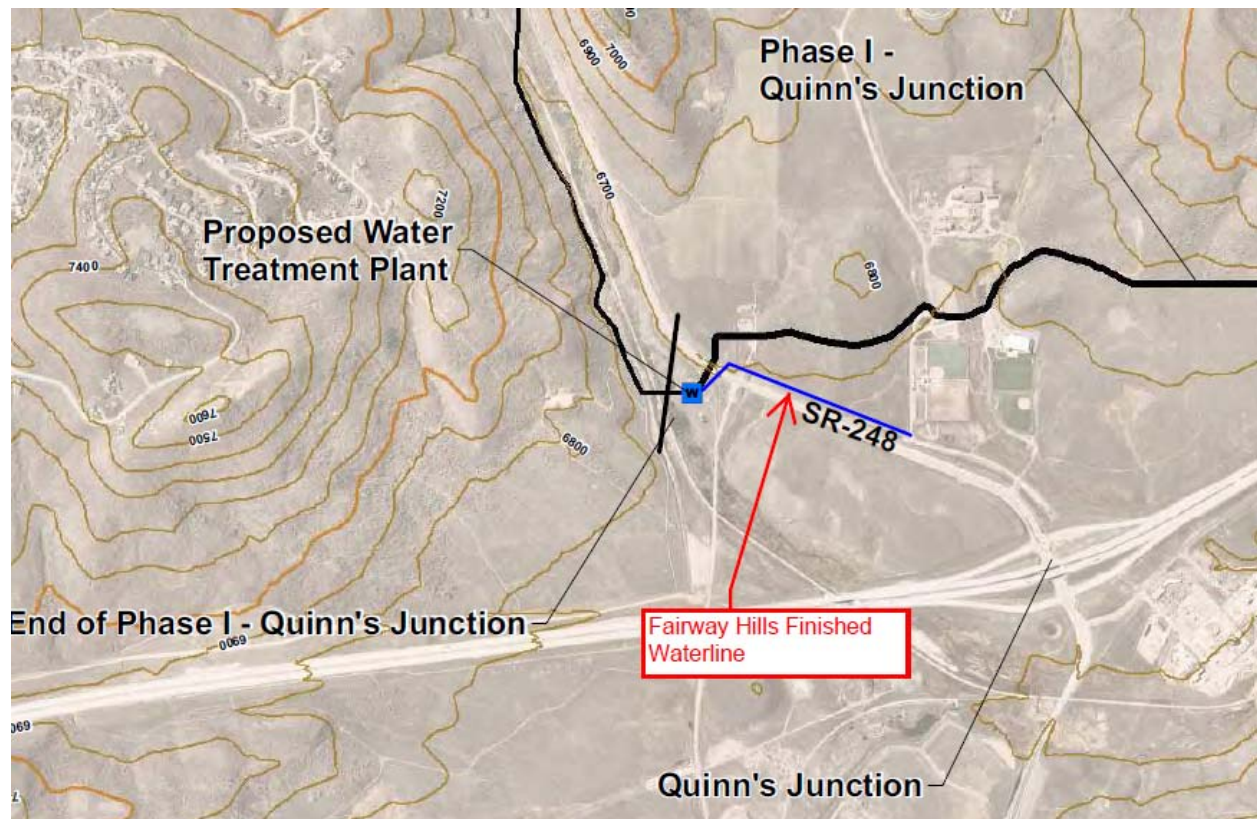
Total Hours	8	210	217	45
Total Cost	1,160	22,050	14,105	1,800

Total Projected Cost = \$ 39,115

Eden Construction Contract No. _____

Project: Fairway Hills Construction Engineering Management & Inspection

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Project Location Map



City Council Staff Report

Subject: Compensation Ordinance
Author: Bret Howser
Department: Budget, Debt, & Grants
Date: July 9, 2009
Type of Item: Legislative

Summary Recommendations:

Hold a public hearing and adopt an ordinance establishing compensation levels for the Mayor, Council, and statutory officers for Fiscal Year 2010.

Topic/Description:

FY 2010 Compensation Ordinance

Background:

State law requires cities to set compensation schedules for the Mayor, City Council members, and statutory officers by ordinance. This is typically done during the budget process. On May 28th, Council reviewed the pay plan recommendation for all city personnel, including both statutory officers and elected officials. The City Manager's Recommended Budget included a 2% increase across the board to pay grades. This recommendation was adopted by resolution with the final budget on June 18. However, compensation levels for elected officials and statutory officers must be separately adopted by ordinance.

Analysis:

Attachment A is an ordinance that establishes compensation for the Mayor, City Council members, and statutory officers for FY 2010. Statutory officers include the City Manager, City Attorney, City Treasurer, City Engineer, and City Recorder. The statutory officers listed on the ordinance are those included in the Park City Municipal Code Title 2 Chapter 4.

The pay levels for statutory officers and elected officials set in the ordinance are according to the budget adopted by resolution on June 18. Pay grades were raised 2% from FY 2009, as directed by Council on May 28. The ordinance is effective for the pay period ending July 4, 2009 (the first pay period of 2010 budget), applying the raise starting July 1.

Department Review:

Budget, Debt, & Grants Department, the Legal Department, and the City Manager reviewed this report.

Alternatives:

A. Approve:

Hold a public hearing and adopt an ordinance establishing compensation levels for the Mayor, Council, and statutory officers for Fiscal Year 2010.

B. Deny:

As State Statute dictates that compensation levels for elected officials and statutory officers must be set by ordinance, Council eventually must adopt such an ordinance.

C. Modify:

D. Continue the Item:

See Alternative B.

E. Do Nothing:

See Alternative B.

Significant Impacts:

This public hearing and ordinance would satisfy the requirements of state statute to adopt compensation levels for elected officials and statutory officers by ordinance.

Consequences of not taking the recommended action:

The two percent raise will not be effective for applicable officers and Council if Council does not adopt the ordinance.

Recommendation:

Hold a public hearing and adopt an ordinance establishing compensation levels for the Mayor, Council, and statutory officers for Fiscal Year 2010.

Attachments:

A – Compensation Ordinance



Ordinance No.

**ORDINANCE ESTABLISHING COMPENSATION
FOR THE MAYOR, CITY COUNCIL, AND STATUTORY OFFICERS FOR
FISCAL YEAR 2009 – 2010
IN PARK CITY, UTAH**

WHEREAS, the City Council has the power to establish compensation schedules pursuant to UCA Section 10-3-818; and

WHEREAS, the number of duties for the Mayor and City Council is significant and each elected officer is required to devote considerable time and expense to public service and community affairs; and

WHEREAS, a public hearing was duly advertised and held on July 9, 2009;

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

SECTION 1. REPEALER: All previous compensation ordinances regarding elected and statutory officers hereby are repealed.

SECTION 2. COMPENSATION FOR MAYOR, CITY COUNCIL, AND STATUTORY OFFICERS ADOPTED: The following salary levels are hereby adopted:

	<u>FY 2009-2010</u>
Mayor	\$1,955.61 per month
City Council	\$ 988.81 per month
City Manager	\$114,444 - \$135,980 per year
City Attorney	\$109,315 - \$132,131 per year
City Treasurer	\$83,905 - \$106,121 per year
City Engineer	\$74,285 - \$98,692 per year
City Recorder	\$26,488 - \$40,641 per year

SECTION 3. BENEFITS: The Mayor and each member of the City Council shall receive family medical insurance. This benefit may be received as cash in lieu of the insurance coverage. The Mayor shall also receive \$250 per month in car allowance. In addition, the Mayor and Mayor Pro-Term shall receive \$100 per wedding

Attachment A

performed. Statutory officers are eligible for all benefits available to regular FTE, unless otherwise determined by the Mayor and City Council.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be effective on publication and shall apply retroactively to July 1, 2009.

PASSED AND ADOPTED this 9th day of July, 2009

PARK CITY MUNICIPAL CORPORATION

Mayor Dana Williams

Attest:

Janet M. Scott, City Recorder

Approved as to form:

Mark Harrington, City Attorney



City Council Staff Report

Subject: Bonanza Drive Phase 1 Reconstruction
Project Construction Agreement
Author: Todd Touchard and Matthew D. Cassel
Date: July 9, 2009
Type of Item: Administrative

Summary Recommendations:

The City Council should authorize the City Manager to execute a construction agreement for the reconstruction of Bonanza Drive, Phase 1 with Granite Construction in a form approved by the City Attorney and in an amount not to exceed \$1,276,572.

Background:

In August 2007 H. W. Lochner was hired by Park City to develop a corridor and pedestrianization plan for Bonanza Drive in anticipation of a critical waterline project that would necessitate major reconstruction in the roadway. The purpose of the plan was to outline and prioritize short-term and long-term improvements for roadway, bicycle and pedestrian facilities along Bonanza Drive and find the appropriate balance of the sometimes competing modes of transportation. The plan aimed to improve traffic flow, improve intersection operations throughout the corridor and provide bicycle/pedestrian access and safety. The plan provided short-term recommended improvements (2009 – 2016) and long-term recommended improvements (2016 – 2030). This project addresses the short-term recommended improvements.

The design includes short sections of raised medians along Bonanza Drive, installation of conduits and wiring for a traffic signal at the Bonanza Drive/Iron Horse Drive intersection, acceleration lanes at Prospector Avenue, “no left turn” restrictions, Bicycle lanes, a northbound bus pull-out, trail connection including a pedestrian tunnel at the Iron Horse Drive intersection, pedestrian crossing at Munchkin Road, consistent 6 foot wide sidewalks, speed limit feedback signs, right turn lane at Iron Horse Drive and lengthened southbound left turn lane at Deer Valley Drive.

As part of this work, the existing sewer line will be relocated due to the pedestrian tunnel and replaced to SR-248, the existing water line will be relocated due to the pedestrian tunnel and a new Boothill Transmission water line will be installed. The Boothill Transmission Line Construction Phase 3 (proposed for Summer/Fall 09) will be the final connection from the newly constructed Boothill Pump Station, across Kearns Blvd, along Bonanza Drive to the terminus of the Phase 2 transmission line project at the Deer Valley Dr/Bonanza Dr intersection. Construction of this project will have major impacts on traffic on Bonanza Dr., so it was decided to complete this project in conjunction with the road reconstruction project.

Additionally, the intersection of Monitor and Kearns will be realigned allowing a consistent biking shoulder to be established along the length of Monitor Drive, adjacent to the cemetery (which was a specific WALC project).

On October 30 2008, H. W. Lochner was approved to start and complete the design of the recommended elements from the Plan as outlined below. Because of the size and complexity of this project, it was decided early in the design process to break the project into two construction seasons. The first construction season includes the installation of the transmission waterline from Deer Valley Drive to Kearns Boulevard and the reconstruction of Bonanza Drive from Deer Valley Drive to a point just north of Upper Iron Horse Drive. The second construction season would complete the utilities, construct the pedestrian tunnel and reconstruct the rest of Bonanza Drive and its associated facilities. The project was originally anticipated to be bid as one complete project in June of 2009.

Numerous issues remain unresolved on the project and UDOT indicated they would not proceed with bidding until those issues are resolved. All of the unresolved issues pertain to the second season of construction. To keep the project moving forward, staff decided to split the project into two biddable phases. The first phase is all work associated with the first season of construction (2009) and the second phase is all work associated with the second season of construction (2010). This contract is for the first phase of the construction.

This phase of the project will be completely funded through local funds. The Council has approved funding for this project as follows:

Capital Project cp0097 (Bonanza Drive Reconstruction) contains \$1,757,671 for the project and our Water Department will provide funding for the new transmission waterline. Additional monies in the amount of \$1,072,616 have been encumbered through UDOT's STP Small Urban Funds Program and up to \$1,150,000 have been allocated in the walkability bond. These additional monies will be used on the second phase of the project. SBWRD will also provide funding for the replacement of their sewer line.

Analysis:

The design consultants and staff advertised to obtain competitive bids for the Phase 1 reconstruction of Bonanza Drive. The project was advertised in the Park Record and the Salt Lake Tribune. Bids were received on June 29, 2009 and three bids were received. Engineer's construction estimate for the project was \$1,407,759.

<u>COMPANY</u>	<u>BID SUM</u>
Granite Construction	\$1,276,572.00
Kilgore Paving	\$1,383,465.95
MVC Construction Co.	\$1,599,686.38

All bids submitted were reviewed and compliant with the terms of the Contract Documents.

Department Review:

This report has been reviewed by Budget, Public Works, Legal, and the City Manager's office. All issues have been resolved.

Alternatives:

A. Approve the Request:

This is the staff's recommendation.

B. Deny the Request:

This would make it impossible to complete the reconstruction during the 2009 season.

C. Continue the Item:

If the Council needs more information the item can be continued, but this would probably impact the contractor's ability to complete the reconstruction this season.

D. Do Nothing:

This option would make it impossible to complete the construction in a timely manner.

Significant Impacts:

The reconstruction of Bonanza Drive will heavily impact the adjacent businesses and access to and from the condos and apartments on Lower and Upper Iron Horse Drives. Coordination before and during construction with the adjacent businesses and appropriate detour signage will not eliminate the impacts but should help the situation. The funds for the 2009 construction have been appropriated, so there are no budget impacts which the Council hasn't already considered in the FY2009 budget.

Consequences of not taking the recommended action:

Reconstruction of Bonanza Drive is a major undertaking. Not commencing with this first phase of construction will hinder the second phase's scheduling and increase the construction impacts to adjacent business property owners due to longer road closures and more difficult access during the actual construction. Not commencing with the construction will also expose the City to risk of increased construction costs as the economy recovers and building activity increases.

Recommendation:

The City Council should authorize the City Manager to execute a construction agreement for the reconstruction of Bonanza Drive, Phase 1 with **Granite Construction** in a form approved by the City Attorney and in an amount not to exceed **\$1,276,572**.

Exhibit – Bonanza Drive Bid Recommendation
Bid Abstract
Construction Contract

BID TABULATION
PARK CITY MUNICIPAL CORPORATION
BONANZA DRIVE PHASE 1
Bids Opened at 3:00 pm on June 29, 2009

				Engineers Estimate		Average of Bids		1 Granite Construction		2 Kilgore Paving & Maint		3 MVC Const Co	
Item No.	Classification of Unit Price Work	Qty	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	Bid Schedule A												
A1	Mobilization/Demobilization	1	LS	\$56,962.91	\$56,962.91	\$68,343.47	\$68,343.47	\$60,000.00	\$60,000.00	\$64,500.00	\$64,500.00	\$80,530.40	\$80,530.40
A2	Traffic Control	1	LS	\$56,962.91	\$56,962.91	\$76,950.90	\$76,950.90	\$57,000.00	\$57,000.00	\$105,000.00	\$105,000.00	\$68,852.70	\$68,852.70
A3	Maintenance of Traffic	1	LS	\$28,481.45	\$28,481.45	\$47,901.29	\$47,901.29	\$29,000.00	\$29,000.00	\$65,800.00	\$65,800.00	\$48,903.87	\$48,903.87
A4	Borrow	64	CY	\$14.16	\$906.24	\$46.04	\$2,946.77	\$40.00	\$2,560.00	\$12.40	\$793.60	\$85.73	\$5,486.72
A5	Remove Concrete Sidewalk	21	SY	\$6.91	\$145.11	\$31.14	\$654.01	\$45.00	\$945.00	\$19.35	\$406.35	\$29.08	\$610.68
A6	Remove Concrete Curb and Gutter	2069	LF	\$3.59	\$7,427.71	\$4.81	\$9,944.99	\$5.50	\$11,379.50	\$2.74	\$5,669.06	\$6.18	\$12,786.42
A7	Remove Gutter	78	FT	\$3.98	\$310.44	\$18.55	\$1,447.16	\$14.50	\$1,131.00	\$5.14	\$400.92	\$36.02	\$2,809.56
A8	Clearing and Grubbing	1	LS	\$300.00	\$300.00	\$6,066.96	\$6,066.96	\$8,800.00	\$8,800.00	\$3,100.00	\$3,100.00	\$6,300.87	\$6,300.87
A9	Roadway Excavation	3569	CY	\$20.00	\$71,380.00	\$15.05	\$53,725.35	\$12.00	\$42,828.00	\$12.35	\$44,077.15	\$20.81	\$74,270.89
A10	Untreated Base Course	898	Ton	\$19.19	\$17,232.62	\$26.67	\$23,952.65	\$18.00	\$16,164.00	\$17.00	\$15,266.00	\$45.02	\$40,427.96
A11	HMA - 3/4 Inch	2214	Ton	\$90.00	\$199,260.00	\$90.95	\$201,363.30	\$89.00	\$197,046.00	\$83.00	\$183,762.00	\$100.85	\$223,281.90
A12	Pavement Message (Preformed Thermoplastic)	19	EA	\$106.52	\$2,023.88	\$189.73	\$3,604.93	\$185.00	\$3,515.00	\$182.00	\$3,458.00	\$202.20	\$3,841.80
A13	Concrete Curb Type B5	1596	FT	\$15.18	\$24,227.28	\$9.93	\$15,842.96	\$9.50	\$15,162.00	\$9.65	\$15,401.40	\$10.63	\$16,965.48
A14	Concrete Curb and Gutter Type B1	1869	FT	\$16.47	\$30,782.43	\$16.33	\$30,527.00	\$17.00	\$31,773.00	\$16.45	\$30,745.05	\$15.55	\$29,062.95
A15	Pedestrian Access Ramp	1	EA	\$1,519.86	\$1,519.86	\$1,404.34	\$1,404.34	\$1,500.00	\$1,500.00	\$1,255.00	\$1,255.00	\$1,458.01	\$1,458.01
A16	Plowable End Section	2	EA	\$481.81	\$963.62	\$530.21	\$1,060.42	\$450.00	\$900.00	\$685.00	\$1,370.00	\$455.63	\$911.26
A17	Concrete Sidewalk 4 Inch Thick	34	SY	\$34.01	\$1,156.34	\$46.80	\$1,591.09	\$34.00	\$1,156.00	\$83.00	\$2,822.00	\$23.39	\$795.26
A18	Concrete Median Filler	2964	SY	\$6.00	\$17,784.00	\$10.60	\$31,428.28	\$9.50	\$28,158.00	\$19.70	\$58,390.80	\$2.61	\$7,736.04
A19	Sign Type A-1, 12 inch x 36 inch	2	EA	\$300.00	\$600.00	\$147.94	\$295.89	\$36.00	\$72.00	\$36.00	\$72.00	\$371.83	\$743.66
A20	Sign Type A-1, 24 inch x 12 inch	1	EA	\$102.01	\$102.01	\$131.50	\$131.50	\$26.00	\$26.00	\$24.00	\$24.00	\$344.50	\$344.50
A21	Sign Type A-1, 24 inch x 30 inch	3	EA	\$344.35	\$1,033.05	\$172.99	\$518.98	\$60.00	\$180.00	\$60.00	\$180.00	\$398.98	\$1,196.94
A22	Sign Type A-1, 30 inch x 30 inch	2	EA	\$436.86	\$873.72	\$183.86	\$367.73	\$75.00	\$150.00	\$75.00	\$150.00	\$401.59	\$803.18
A23	Sign Type A-2, 30 inch x 30 inch	1	EA	\$319.75	\$319.75	\$187.42	\$187.42	\$80.70	\$80.70	\$80.00	\$80.00	\$401.57	\$401.57
A24	Sign Type A-1, 24 inch x 48 inch	2	EA	\$344.35	\$688.70	\$205.13	\$410.25	\$98.00	\$196.00	\$95.00	\$190.00	\$422.38	\$844.76
A25	Remove Signs Less Than 20 Square Feet	1	EA	\$128.11	\$128.11	\$254.25	\$254.25	\$45.00	\$45.00	\$240.00	\$240.00	\$477.76	\$477.76
A26	Wood Fiber Mulch	764	SY	\$0.33	\$252.12	\$1.01	\$771.64	\$0.55	\$420.20	\$0.40	\$305.60	\$2.08	\$1,589.12
A27	Top Soil 4" Thick	85	CY	\$43.95	\$3,735.75	\$47.73	\$4,057.05	\$45.00	\$3,825.00	\$37.20	\$3,162.00	\$60.99	\$5,184.15
A28	Broadcast Seed	764	SY	\$0.25	\$191.00	\$0.98	\$748.72	\$0.55	\$420.20	\$0.20	\$152.80	\$2.19	\$1,673.16
A29	FDR	3311	SY	\$6.00	\$19,866.00	\$17.12	\$56,673.28	\$13.50	\$44,698.50	\$12.28	\$40,659.08	\$25.57	\$84,662.27
A30	Inlayed Pavement Marking Paint	5427	FT	\$1.00	\$5,427.00	\$0.95	\$5,137.56	\$0.90	\$4,884.30	\$0.92	\$4,992.84	\$1.02	\$5,535.54
A31	Concrete Drain Gutter	66	CY	\$40.00	\$2,640.00	\$29.80	\$1,966.80	\$12.50	\$825.00	\$43.65	\$2,880.90	\$33.25	\$2,194.50
A32	Concrete Curb and Gutter Transition	1	EA	\$200.00	\$200.00	\$473.50	\$473.50	\$350.00	\$350.00	\$220.00	\$220.00	\$850.50	\$850.50
A33	Concrete Roll Gutter	186	FT	\$17.00	\$3,162.00	\$19.34	\$3,596.62	\$18.50	\$3,441.00	\$22.50	\$4,185.00	\$17.01	\$3,163.86
A34	Modified Plowable End Section	3	EA	\$600.00	\$1,800.00	\$766.46	\$2,299.38	\$750.00	\$2,250.00	\$790.00	\$2,370.00	\$759.38	\$2,278.14
A35	Radar Speed Sign	1	EA	\$5,000.00	\$5,000.00	\$7,196.67	\$7,196.67	\$7,200.00	\$7,200.00	\$7,100.00	\$7,100.00	\$7,290.02	\$7,290.02
A36	Sign Type A-2, 7 inch x 30 inch	2	EA	\$300.00	\$600.00	\$161.50	\$322.99	\$70.00	\$140.00	\$70.90	\$141.80	\$343.59	\$687.18
A37	Adjust Existing Manhole to Grade	4	EA	\$1,470.43	\$5,881.72	\$643.40	\$2,573.60	\$1,100.00	\$4,400.00	\$490.00	\$1,960.00	\$340.20	\$1,360.80
A38	Asphalt Emulsion	85	Ton	\$800.00	\$68,000.00	\$878.02	\$74,631.42	\$1,150.00	\$97,750.00	\$670.00	\$56,950.00	\$814.05	\$69,194.25
A39	Survey	1	LS	\$40,000.00	\$40,000.00	\$23,509.05	\$23,509.05	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$54,527.16	\$54,527.16
A40	Slipbase Sign Base With Top Casting SLB-1 (B3)	2	EA	\$237.09	\$474.18	\$470.48	\$940.97	\$475.00	\$950.00	\$465.00	\$930.00	\$471.45	\$942.90
A41	Small Sign Tubular Steel Post Base (B2A)	5	EA	\$80.00	\$400.00	\$460.63	\$2,303.15	\$215.00	\$1,075.00	\$215.00	\$1,075.00	\$951.89	\$4,759.45
A42	Sign Post 3" Steel	1	EA	\$300.00	\$300.00	\$543.34	\$543.34	\$725.00	\$725.00	\$710.00	\$710.00	\$195.01	\$195.01
A43	Sign Post P2	5	EA	\$112.77	\$563.85	\$48.00	\$240.00	\$39.00	\$195.00	\$40.00	\$200.00	\$65.00	\$325.00
A44	Sign Post P3	2	EA	\$225.25	\$450.50	\$103.67	\$207.34	\$78.00	\$156.00	\$77.00	\$154.00	\$156.01	\$312.02

					1		2		3	
					Granite Construction		Kilgore Paving & Maint		MVC Const Co	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Item No.	Classification of Unit Price Work	Qty	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price
A45	Granular Borrow	1177	Ton	\$13.17	\$15,501.09	\$13.94	\$16,407.38	\$13.20	\$15,536.40	\$22.62
A46	Traffic Signal System at SR-224	1	EA	\$12,000.00	\$12,000.00	\$6,066.25	\$6,066.25	\$4,300.00	\$4,300.00	\$9,498.75
A47	Concrete Drainage Structure	1	CY	\$1,230.00	\$1,230.00	\$2,310.95	\$2,310.95	\$2,600.00	\$2,600.00	\$2,332.86
A48	Concrete Drainage Structure Reinforcing Steel	184	LB	\$1.41	\$259.44	\$1.77	\$325.07	\$1.10	\$202.40	\$1.95
A49	Rectangular Grate and Frame, (Bicycle Safe Grating)	1	EA	\$650.00	\$650.00	\$994.28	\$994.28	\$490.00	\$490.00	\$1,242.85
A50	Check Dam (Fiber Roll)	10	FT	\$6.50	\$65.00	\$30.01	\$300.10	\$10.50	\$105.00	\$195.30
A51	Silt Fence	988	FT	\$2.60	\$2,568.80	\$4.53	\$4,478.93	\$2.65	\$2,618.20	\$6.45
A52	Drop-Inlet Barrier (Fiber Roll)	20	FT	\$7.60	\$152.00	\$31.76	\$635.20	\$15.75	\$315.00	\$19.53
A53	18 inch Culvert, Reinforced Concrete, Class C	117	FT	\$50.00	\$5,850.00	\$89.95	\$10,524.15	\$116.00	\$13,572.00	\$53.85
A54	Asphalt Slurry Seal Coat	5498	SY	\$4.10	\$22,541.80	\$2.19	\$12,058.95	\$2.20	\$12,095.60	\$2.43
A55	Asphalt Curb	51	FT	\$5.00	\$255.00	\$9.00	\$459.17	\$7.00	\$357.00	\$8.51
A56	ATMS System	1	LS	\$11,000.00	\$11,000.00	\$9,024.67	\$9,024.67	\$8,800.00	\$8,800.00	\$9,274.01
	Total Bid Schedule A				\$752,589.39		\$832,700.08		\$800,293.95	\$952,954.28
	Bid Schedule B									
B1	Install Waterline - 12-Inch Ductile Iron CL 350 RJ Transmission Line	2235	FT	\$150	\$335,250.00	\$114.28	\$255,408.35	\$112.00	\$250,320.00	\$110.83
B2	Install Waterline in Casing - 12-Inch RJ Ductile Iron CL 350 Transmission Line inside 24-inch Steel Casing	225	FT	\$400	\$90,000.00	\$464.47	\$104,506.50	\$340.00	\$137,700.00	\$441.42
B3	Install Waterline - 8-Inch Ductile Iron CL 350 RJ Waterline	690	FT	\$100	\$69,000.00	\$116.49	\$80,380.40	\$105.00	\$72,450.00	\$134.48
B4	Connect to Existing 12-Inch DI Transmission Line, St Sta 101+72	1	LS	\$2,000	\$2,000.00	\$2,591.54	\$2,591.54	\$2,540.00	\$2,540.00	\$4,034.63
B5	Install DI Tee - 12"x12"x8" including 250 lb Flange and 8-Inch High Performance Butterfly Valve, St Sta 112+60	1	LS	\$8,400	\$8,400.00	\$7,617.01	\$7,617.01	\$9,055.00	\$9,055.00	\$10,296.03
B6	Install DI Tee – 8-Inch including 8-Inch Gate Valve, St Sta 117+86	1	LS	\$2,800	\$2,800.00	\$5,259.57	\$5,259.57	\$7,750.00	\$7,750.00	\$5,528.71
B7	Install DI Tee - 8"x8"x4", St Sta 121+66	1	LS	\$1,000	\$1,000.00	\$1,609.15	\$1,609.15	\$2,440.00	\$2,440.00	\$1,587.45
B	Asphalt Pavement, AC-10, 4-inch Thick - Temporary Trench Restoration along Bonanza Drive	2260	SY	\$40	\$90,400.00	\$37.33	\$84,365.80	\$30.00	\$67,800.00	\$60.99
B9	Connect to Existing 8-Inch DI Waterline, St Sta 110+17	1	LS	\$3,000	\$3,000.00	\$1,967.86	\$1,967.86	\$4,100.00	\$4,100.00	\$1,003.57
B10	Install DI Tee – 8-Inch including 8-Inch Gate Valve, St Sta 110+16	1	LS	\$5,000	\$5,000.00	\$3,571.75	\$3,571.75	\$6,160.00	\$6,160.00	\$1,755.25
	Total Bid Schedule B				\$606,850.00		\$547,277.93		\$539,975.00	\$601,858.79
	Bid Schedule c									
C1	Install Sanitary Sewer Line - 8-Inch PVC SDR 35	196	FT	\$120	\$23,520.00	\$85.87	\$16,830.52	\$88.00	\$17,248.00	\$99.61
C2	Install Sewer Manhole – 5 ft Dia w/Precast Base	1	EA	\$6,500	\$6,500.00	\$5,443.74	\$5,443.74	\$6,715.00	\$6,715.00	\$5,616.21
C3	Install Sewer Manhole – 4 ft Dia w/Precast Base	2	EA	\$6,000	\$12,000.00	\$4,772.93	\$9,545.87	\$5,895.00	\$11,790.00	\$10,847.60
C4	Install Trench Dike	1	EA	\$1,500	\$1,500.00	\$2,388.78	\$2,388.78	\$4,300.00	\$4,300.00	\$2,066.34
C5	Asphalt Pavement, AC-10, 4-inch Thick - Temporary Trench Restoration along Bonanza Drive	120	SY	\$40	\$4,800.00	\$47.68	\$5,721.20	\$26.20	\$3,144.00	\$56.83
	Total Bid Schedule C				\$48,320.00		\$39,930.10		\$43,197.00	\$44,873.31
	Total All Schedules				\$1,407,759.39		\$1,419,908.11	**	\$1,383,465.95	**
										\$1,599,686.38

** There was a math error in the total for Schedule A submitted in the bid

SECTION 00500 CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2009, by and between PARK CITY MUNICIPAL CORPORATION, P O Box 1480, Park City UT 84060, a municipal corporation of the state of Utah (hereinafter "City"), and Granite Construction, a California company which is a (*check one*) X corporation ___ partnership ___ sole proprietorship ___ limited liability company (hereinafter "Contractor").

PURPOSE: For the project known as the BONANZA DRIVE PHASE 1 (hereinafter "Project"), the Work consists reconstructing 1,000 feet of roadway, 48 feet wide with 15 inch full depth reclamation pavement section; 1,900 feet of concrete curb and gutter; 900 feet of raised median; replacing roadway signing and striping; replacing 4 traffic signal detector loops at the intersection of Bonanza Drive and Deer Valley Drive; 100 feet of 18" storm drain; and one catch basin. Also included is furnishing and installing approximately 2,235 feet of 12-inch CL 350 restrained joint ductile iron waterline; 225 feet of 24-inch steel casing over 12" CL 350 restrained joint ductile iron waterline; 570 feet of 8-inch CL 350 restrained joint ductile iron waterline; waterline fittings; water valves; 196 feet of 8" PVC SDR 35 sewer line; manholes; trench dikes; and asphalt road trench restoration outside of road improvements as indicated on the Drawings. This Work is located on Bonanza Drive between Deer Valley Drive (SR-224) and Kearns Boulevard (SR-248) in Park City, Utah, as indicated on the Drawings.

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

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

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

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

A. SUBCONTRACTORS. No part of this contract shall be subcontracted by the Contractor without prior written approval by City through the Project

Manager/Engineer. The Contractor shall be fully responsible to the City for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall, within ten (10) days of submittal of request for final payment, include an affidavit showing satisfactory evidence that all claims of subcontractors, laborers and materialmen who supplied services or materials to the Project have been fully paid, discharged, or waived. The Contractor shall submit lien waivers for each pay release. If the City reasonably believes that Contractor has failed to pay Subcontractors, materialmen, or laborers for work on the Project within a reasonable time of when payment is due, then City may, after having notified the Contractor, either pay unpaid bills or withhold from the release of Contractor's payment bond for this Project, a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged and a ten percent (10%) fee for administering such claims.

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

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

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

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

the performance bond or as provided in the project specifications and construction documents, whichever is longer.

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

SECTION 3. INSURANCE. Unless otherwise specified in the bid documents, the Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors.

The Contractor shall provide a Certificate of Insurance evidencing:

A. Commercial General Liability insurance written on an occurrence basis with limits no less than two million dollars (\$2,000,000) combined single limit per occurrence and four million dollars (\$4,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if specifically requested; and employer's practices.

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

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

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

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

The Contractor's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

SECTION 4. CONTRACT AMOUNT, ACCEPTANCE OF WHOLE, ADDITIONS. City shall pay Contractor the total sum of one million two hundred seventy six thousand five hundred seventy two dollars, **\$1,276,572.00** ("Contract Amount") for all work and materials expended to complete this Project, which shall include the cost of all bonds, insurance, and all charges, fees, permits (including water and sewer fees, unless waived), expenses or assessments of whatever kind or character that are or may be necessary to complete this Project, including any additive alternates listed within the Scope of Work described in Section 1.

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

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

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

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

The City may withhold a reasonable amount of the payment bond sufficient to cover any outstanding indebtedness or monies owed or claimed by any person who supplied work or materials to the Project plus ten percent (10%) of such indebtedness as the City's cost of administering such claims until Contractor supplies a release satisfactory to the City, signed by all persons who have supplied

labor or materials to the Project or, at the City's option if no claim is made, until 105 days after the date on which any person performed the last of the labor or supplied the last of the material for the Project and upon written request from the Contractor.

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

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

SECTION 7. COMPLETION TIME. The work on this Project shall commence within ten days of receipt of the Notice to Proceed and shall be completed by October 15, 2009. Work stoppage due to inclement weather conditions and other factors must be approved in writing by the Project Manager. Inclement weather shall not otherwise constitute cause for delay. Unless otherwise agreed by the City by Change Order, no damages shall become due to Contractor for City caused delay. A Change Order for delay will generally be accepted for delay so excessive and unreasonable that it is beyond the scope of the Contract or delay attributed to direct, active or willful interference by the City. The Change Order must be based upon actual damages sustained by the Contractor which are directly attributed to the delay.

In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, the Contractor agrees to pay the City **Seven Hundred Fifty Dollars (\$750.00)**, which the parties believe, due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

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

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

- A. An agreed lump sum; or in the event the parties cannot agree; then
- B. The unit rate for the work bid by the Contractor, if applicable, or in the event there was no such rate bid; then
- C. The actual cost for: (1) labor; (2) materials; (3) supplies; (4) equipment; (5) direct overhead (not to exceed 5% of the sum total of items 1-4, unless approved by the City); and (6) other services necessary and approved by the City to complete the work. In the event of a net increase in the Contract Amount for a change order as a whole, the City shall allow a payment to the Contractor of an additional ten percent (10%) of the actual cost of the work, not including direct overhead or bond costs, to cover the cost of general overhead and profit. The Contractor may also charge the City for actual cost of the net increase in bond costs as a result of the overall change to the Contract Amount. The City specifically reserves the right to request documentation, including but not limited to payroll stubs, bond bills, and invoices, to validate the Contractor's calculations.

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

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

- A. If Contractor or any Subcontractor should substantially violate any of the provisions of this contract;
- B. If Contractor substantially fails to perform any part of this Agreement;
- C. If Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or substantially fails to provide services under this Agreement for a period of seventy-two (72) hours;

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

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

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

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any provision of this Agreement shall not be construed to be modification of the

terms of this Agreement, unless stated to be such in writing, signed by the City's authorized representative.

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

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

SECTION 11. HOLD HARMLESS INDEMNIFICATION. The Contractor clearly and unequivocally agrees to indemnify and to hold the City and its agents, employees, and officers, harmless from and shall process and to defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Contractor's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or others; and provided further, that nothing herein shall require the Contractor to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Contractor expressly agrees that the indemnification provided herein constitutes the contractor's waiver of immunity under Utah Code Section 34A-2-105 for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

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

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

SECTION 14. SAFETY AND TRAFFIC CONTROL. Contractor shall take all reasonable precautions to protect the safety of pedestrians, school children, motorists, and others who

may use or come near to the Project site, including but not limited to compliance with the Manual of Uniform Traffic Control Devices.

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

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

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

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

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

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

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

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

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

- A. Interior work on individual single-family home construction or addition projects not involving materials or supply deliveries
- B. Construction of decks, patios, landscape walls less than 4 feet in height, and fences on individual single-family lots
- C. Non-mechanized exterior painting on individual single-family residences
- D. Non-mechanized landscaping on individual single-family residences
- E. Survey work not involving grading or use of power equipment to cut vegetation.

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

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

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

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

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

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

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

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

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

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

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

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

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

No additional fee is required for this sign.

SECTION 22. TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED.

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

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

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

SECTION 24. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Contractor shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

C. The Contractor will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

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

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

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

Contractor: _____, or such other person designated in writing by the Contractor's chief administrative officer, at the Contractor's address set out first above;

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

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

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

PARK CITY MUNICIPAL CORPORATION

Tom Bakaly, City Manager

ATTEST:

City Recorder's Office

APPROVED AS TO FORM:

City Attorney's Office

CONTRACTOR

Granite Construction
580 West Beach Street
Watsonville, CA 95076

Signator, Title

230926-5501 (E100)

Utah Contract License No.

Corporate Acknowledgment

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, _____, personally appeared before me (signator), 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 (Contractor business name) by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged to me that said Corporation executed the same.

Notary Public

City Council Staff Report

Author: Mark Harrington
Subject: MCPC- Title 2 Update
Date: July 9, 2009
Type of Item: Legislative



LEGAL

Summary Recommendations:

Adopt the ordinance as proposed which amends Titles 2 and 11 of the Municipal Code of Park City (MCPC).

Description:

Topic:

Municipal Code – Title 2 Administration; Title 11 Building Fee Waivers

Background:

During the last couple of legislative sessions, mostly in response to role and authority conflicts in cities along the Wasatch front, the state legislature considered several bills dealing with city administration and form of government. As a result, although attempts to substantially alter municipal governments failed, several provisions of state code were amended to clarify roles and responsibilities.

Since staff was proposing to amend the Code, several departments also suggested including an update to the fee waiver authority (which is also the subject of two other matters on this meeting's agenda) for public/government projects.

Analysis:

The proposed changes to Title 2 are necessary to keep the Park City Municipal Code consistent with state law governing municipalities. The City's form of government is not being changed. The state code now refers to our form of government as a six member council, one of which is the Mayor.

The major changes to Title 2 include:

1. clarifying that the Mayor is a member of the Council generally as a member of a six body City Council;
2. expands the ability of the Mayor to vote (in addition to when there is a tie) to when the Council considers or changes the Mayor's administrative authority and power (including delegation to City Manager) and when the Council considers hiring or dismissing the City Manager;
3. clarified that the City Manager may not add or reclass a position above Exempt 7 when approving a department reorganization (see 2-4-8; as requested by Council member Simpson);
4. clarifying meeting schedules and various requirements of open meetings; and

5. re-organizes and re-orders various existing sections.

The change to Title 11 is raising the City Manager authority to approve a fee waiver for public and non-profit projects from \$100 to \$5,000. This amount is consistent with the amount the Code allows the Manager to waive for Affordable Housing Projects.

Department Review:

This document was reviewed by Administrative and Legal staff.

Alternatives:

- A. Adopt the ordinance as proposed.
- B. Amend the ordinance and adopt.
- C. Request additional information and continue.
- D. Reject the ordinance.

Significant Impacts:

The changes clarify roles and responsibilities of various officials and hopefully will help avoid the potential for disagreement over administrative authority within the City.

Since this ordinance enlarges the Mayor's authority (primarily when he/she may vote), the Mayor is entitled to vote on this ordinance.

Consequences of not taking the recommend actions:

Adoption is necessary to clarify the MCPC with respect to existing City form of government.

Recommendation: Staff recommends adopting the ordinance as proposed.

Ordinance No. 09-____

**AN ORDINANCE AMENDING TITLE 2 – ADMINISTRATION AND TITLE 11
CHAPTER 12 – BUILDING FEES OF THE MUNICIPAL CODE OF PARK CITY, UTAH**

WHEREAS, the City Council has the power to establish form of government pursuant to UCA Section 10-3b-101; and

WHEREAS, it is in the best interests of the residents of Park City to clearly define the administrative roles of the City's elected and appointed officials; and

WHEREAS, a public hearing was duly advertised and held on July 9, 2009;

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

SECTION 1. AMENDMENT: Title 2 of the Municipal Code of Park City is hereby amended at shown on Exhibit A.

SECTION 2. AMENDMENT: Title 11 of the Municipal Code of Park City is hereby amended at shown on Exhibit A.

SECTION 3.. EFFECTIVE DATE. This Ordinance shall be effective upon publication .

PASSED AND ADOPTED this 9th day of July, 2009.

PARK CITY MUNICIPAL CODE

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TITLE 2 - ADMINISTRATION

CHAPTER 1 - IN GENERAL

2- 1- 1. NAME.

The municipal corporation heretofore existing as a city in the County of Summit, State of Utah by Park City Municipal Charter adopted on March 1, 1884 was thereby organized and incorporated into a city by the name of Park City Municipal Corporation, and known as the City of Park City shall remain and continue as a body politic and corporate with perpetual succession; shall own, possess and hold all property, real and personal heretofore owned, possessed and held by said ~~City of~~ Park City; shall assume, manage and dispose of all trusts in any way connected therewith; shall succeed to all the rights and liabilities and acquire all benefits, and shall assume and pay all bonds, obligations, and indebtedness of said ~~City of~~ Park City; by the name of "Park City, a municipal corporation" may sue and defend, plead and be impleaded, in all courts and places, and in all matters and proceedings; may have and use a common seal and alter the same at pleasure.

The term "City" hereinafter referenced in this Code shall be the same as Park City.

2- 1- 2. FISCAL YEAR.

The commencement of the fiscal year of this City shall be the 1st day of July. The fiscal year is hereby fixed as the 1st day of July through and including the 30th day of June of the following year.

CHAPTER 2 - MUNICIPAL GOVERNMENT

2- 2- 1. FORM OF GOVERNMENT.

The powers of City ~~municipal~~ government shall be vested in a ~~Mayor and~~ City Council to be composed of ~~five (5)~~ six (6) City Council members, one of which is the Mayor. The City Council ~~and, as such,~~ shall ~~have,~~ exercise and discharge all the rights, privileges, powers and authority granted to municipal corporations and to cities by the constitution and general laws of this state, together with all the implied powers necessary to carry into execution all the powers granted. All City Council members and the Mayor shall be nominated and elected at large from the entire City.

2- 2- 2. TERMS OF OFFICE.

The terms of office for City Council members ~~and Mayor~~ shall be four (4) year staggered terms. The City shall hold municipal elections every two years, on odd numbered years pursuant to state code, with elections for the offices of Mayor and two (2) City Council members alternating with elections of the offices of three (3) Council members. ~~shall be filled in municipal elections held in 1993 and every four (4) years thereafter. The offices of the other three (3) Council members shall be filled beginning in elections held in 1995 and every four (4) years thereafter.~~

2- 2- 3. THE MAYOR.

The Mayor shall be the chief executive of the City and shall preside at all meetings of the City Council and shall exercise such

powers and perform such other duties as are or may be conferred and imposed upon him or her by this ordinance and by the general laws of this state. He or she shall not vote at Council meetings except:

- (1) In the case of a tie vote of the City Council or pursuant to state code, when he shall give the casting or deciding vote.
- (2) For or against the appointment or dismissal of a City Manager
- (3) For or against an ordinance that enlarges or restricts the Mayor's powers.
- (4) Or pursuant to state code.

He or she shall from time to time give the City Council information concerning the affairs of the City and shall recommend for their consideration such measures as he or she may deem expedient. He or she shall be recognized as the head of the City government for all ceremonial and legal purposes, and he or she shall execute and authenticate legal instruments requiring his signature as such official.

2- 2- 4. THE CITY COUNCIL.

The City Council ~~and the Mayor~~ shall be the legislative and governing body of the City and shall exercise all powers conferred upon or possessed by the City and shall adopt such laws, ordinances and resolutions as it shall deem proper.

2- 2- 5. QUALIFICATIONS.

(A) A person, at the time of filing a declaration of candidacy or submittal of nomination petition ~~for the office of Mayor or City Council~~ shall:

(1) have been a resident of the City for at least 365 consecutive days immediately before the date of the election, or a resident of a recently annexed area of the City for at least 365 days before the date of the election; and

(2) be a registered voter of the City.

(B) ~~The Mayor and e~~Each City Council member of the City shall maintain residency within the incorporated boundaries of the City during their term of office.

(C) ~~If the Mayor of~~ a City Council member is absent from the City any time during their term of office for a continuous period of more than sixty (60) days without the consent of the City Council, their office is automatically vacant.

~~Each declarant for the office of Mayor or City Council, at the time of filing a declaration of candidacy, shall be a registered voter of the City and shall have resided in the City for twelve (12) consecutive months immediately preceding such election, and must continue to reside within the City during the term of their office.~~

2- 2- 6. UTAH MUNICIPAL ELECTION LAWS ADOPTED.

City elections shall be governed by the Utah Municipal Election laws as now existing or hereafter amended or modified except as otherwise provided by this code, or by ordinance hereafter enacted.

2- 2- 7. ELECTED OFFICIALS COMPENSATION.

The compensation for elected and statutory officials of Park City shall be established by the City Council by ordinance, typically at the time of adoption of the City budget adopting compensation or compensation schedules enacted after public hearing, or at any time deemed appropriate by the City Council, ~~resolution~~ and said compensation is hereby adopted and incorporated herein by reference. The Mayor and City Council members shall have no other compensated employment with the City, unless approved by the City Attorney and City Manager for temporary service in the event of an emergency, special event or extraordinary employee need. .

2- 2- 8. MAYOR PRO TEMPORE.

The position of Mayor Pro Tempore shall be filled by a member of the City Council elected by the City Council by majority vote.

(A) **DUTIES.** The Mayor Pro Tempore shall have and exercise all powers and duties of the elected Mayor as prescribed by Utah statutes and the ordinances of Park City in all cases where the elected Mayor is absent, disabled, disqualified, or refuses to act.

(B) **ELECTION, TERM OF OFFICE.** An election shall be held among the City Council for the purpose of electing Council member(s) to the office of Mayor Pro Tempore at their first regularly scheduled meeting each calendar year. The City Council may elect more than one (1) member to serve terms of one year or less according to a stated sequence and period. The person(s) elected by and from the City Council shall serve for a term as determined by the City Council, which shall not exceed

one (1) year, provided that the last elected shall continue to serve until a successor is elected.-The Mayor Pro Tempore shall be vested with the authority of the Mayor only upon the absence, disqualification, or refusal to act of the Mayor. Such authority shall be limited for that meeting or that purpose, and noted in the minutes of any such meeting in which authority is exercised.

In no event may the Mayor Pro Tempore serve beyond the end of his term in office as a member of the City Council.

(CB) ABSENCE OF MAYOR PRO TEMPORE. In the event of the Mayor's absence, disqualification, or refusal to act disability of the person elected to serve as Mayor Pro Tempore, the City Council may elect a member of the City Council to serve as Mayor Pro Tempore for that meeting or that purpose, and note the election in the minutes of the meeting in which the election occurred.

(DC) VOTING. The City Council member elected to serve as Mayor Pro Tempore shall, at all times, be entitled to cast his vote as a member of the City Council, including those occasions on which he or she is acting as Mayor. The Mayor Pro Tempore shall not be entitled to cast more than one vote on any matter before the City Council by reason of serving as Mayor. The Mayor Pro Tempore shall not cast a second vote as Mayor to break a tie vote among City Council members.

2- 2- 9. MAYOR AND CITY COUNCIL VACANCIES.

All Mayor and City Council member vacancies shall be filled as provided in U.C.A. §20A-1-510, as now existing or

hereinafter amended. An elected official shall continue to hold his office until his successor is duly qualified. An elective office shall become vacant whenever any officer is removed from office pursuant to U.C.A. §10-3-1310, becomes incapacitated, resigns, ceases to be a resident of the City or is convicted of a felony. ~~Within thirty (30) days after a vacancy occurs, the remaining council members shall choose by majority vote a duly qualified person to fill such vacancy. He shall serve the unexpired term so vacant and until his successor is duly qualified. If three (3) or more vacancies exist simultaneously, the remaining Council members shall, at the next regular meeting of the Council, call a special election to fill such vacancies, provided there will not be a general municipal election within ninety (90) days and provided that their successors have not previously been elected.~~ If a vacancy occurs in the office of Mayor, the Mayor Pro Tempore shall act as Mayor until a successor is appointed in the manner set forth by U.C.A. §20A-1-510, as amended. ~~the laws of the state of Utah. See U.C.A. Section 10-3-302.~~

2- 2-10. OATH OF OFFICE.

All officers of the City, whether elected or appointed, before entering the duties of their respective offices, shall take, subscribe, and file the constitutional oath of office. All oaths of office shall be filed with the City Recorder.

The oath of office required under this part shall be administered by any judge, notary public, or by the recorder of the municipality. Elected officials shall take their oath of office at 12:00 noon on the first Monday in January following their election

or as soon thereafter as practical. Appointed officers shall take their oath at any time before entering the duties of their office.

~~Before entering upon the duties of his office, every Council member, the Mayor and other City officers shall take, subscribe before, and file with the City Recorder an oath or affirmation that he will support the Constitution of the United States, the Constitution of the State of Utah and the ordinances of the City and will faithfully perform the duties of the office.~~

CHAPTER 3 – CITY COUNCIL PROCEDURE

2- 3- 1. RULES OF PROCEDURE.

Except as otherwise provided by law, the City Council may establish its own rules of procedures for the proper conduct of its meetings.

2- 3- 21. REGULAR MEETINGS.

(A) REGULAR MEETINGS. The City Council shall, by ordinance adopted at the beginning of year, prescribe an annual meeting schedule with at least one regular meeting each month.

(B) SPECIAL MEETINGS.

(1) If at any time the business of the City requires a special meeting of the City Council, such meeting may be ordered by the Mayor or any two (2) members of the City Council. The order shall be entered in the minutes of the City Council. The order shall provide at least three (3) hours notice of the special meeting and notice thereof shall be served by the City Recorder or Clerk on each member of the City Council who did not sign the order by delivering the notice personally or by leaving it at the Council member's place of residence. The personal appearance by a member at any specially called meeting constitutes a waiver of the notice required in this section.

(2) No business shall be transacted at any special meeting of the Council unless it has been stated

in the notice of such meeting. Any business which may lawfully come before a regular meeting may be transacted at a special meeting.

(3) Reconsideration. Any action taken by the City Council shall not be reconsidered or rescinded at any special meeting unless the number of members of the City Council present at the special meeting is equal to or greater than the number of members present at the meeting when the action was approved.

(C) **ELECTRONIC MEETINGS.** The City Council may convene and conduct an electronic meeting in accordance with U.C.A. §52-4-207, as amended.

~~The Council shall meet regularly at a day and hour to be fixed by the rules of Council. The Council shall determine the rules of procedure governing meetings. The first regular meeting in the month of January of each year shall be known as the organizational meeting of the Council.~~

2-3-2. SPECIAL MEETINGS.

~~(Note: This section relocated to 2-4-2(B))
Special meetings shall be called by the City Recorder upon the written request of the Mayor or of any two members of the Council, on at least twenty-four (24) hours written notice to each member of the Council, served personally or left at his usual place of residence; a special meeting, however, may be held on shorter notice if all members of the Council are present or have waived notice thereof in writing. The personal appearance by a member at any specially called meeting constitutes a waiver of the notice required in this section.~~

2-3-3. PUBLIC NOTICE OF MEETINGS; EMERGENCY MEETINGS. ~~BUSINESS AT SPECIAL MEETINGS.~~

(A) The City shall give not less than 24 hours public notice of each meeting including the meeting agenda, date, time and place.

(B) Public notice of meetings shall be satisfied by posting written notice at the principal office of the City Council; providing notice to at least one newspaper of general circulation within the City, and all other media agencies that made a periodic written request to receive notice; and posting public notice of its meetings on the Internet.

(C) In addition to the above noticing requirements, the City Council may use electronic means to provide and issue meeting notice.

(D) The notice requirement may be disregarded if because of unforeseen circumstances it is necessary for the City Council to hold an emergency meeting to consider matters of an emergency or urgent nature; and the best notice practicable is given.

(E) An emergency meeting of the City Council may not be held unless an attempt has been made to notify all of its members; and at least the Mayor and two other members approve holding the meeting.

(F) A public notice that is required to include an agenda shall provide reasonable specificity to notify the public as to the

topics to be considered at the meeting. Each topic shall be listed under an agenda item on the meeting agenda.

(G) Individual agenda matters and/or public hearings coming before the City Council may have code or state regulation for specific legal notice requirements, and which may vary depending on the particular action, that must be adhered to before a public hearing may be held or City Council takes action.

~~No business shall be transacted at any special meeting of the Council unless it has been stated in the notice of such meeting. Any business which may lawfully come before a regular meeting may be transacted at a special meeting.~~

2- 3- 4. QUORUM: ADJOURNMENT OF MEETING.

No action of the City Council shall be official or of any effect except when a quorum of the members are present. Fewer than a quorum may adjourn from time to time. The number of members of the City Council necessary to establish a quorum is three (3) or more.

~~A majority of the City Council in office at the time shall be a quorum for the transaction of business at all Council meetings, but in the absence of a quorum a lesser number may adjourn any meeting to a later time or date, and in the absence of all members, the City Recorder may adjourn any meeting for not longer than one (1) week.~~

2- 3- 5. MEETINGS TO BE PUBLIC.

(A) All meetings and business of the City Council shall be conducted only in open meeting and in compliance with the provisions of U.C.A. Title 52, Chapter 4, Open and Public Meetings Act.

(B) With the exception of an emergency meeting, the City Council may not consider a topic in an open meeting that is not:

(1) listed under an agenda item that provides reasonable specificity to notify the public as to the topics to be considered at the meeting. Each topic must be listed under an agenda item on the meeting agenda; and

(2) included with the advanced public notice in accordance with this section.

(3) A topic not listed on the open meeting agenda that is raised during an open meeting may be discussed but no final action may be taken by the public body during that meeting.

(C) (1) A meeting that is open to the public includes a workshop or an executive session of a public body in which a quorum is present, unless closed in accordance with this chapter.

(2) A workshop or an executive session of a public body in which a quorum is present that is held on the same day as a regularly scheduled public meeting of the public body may only be held at the location where the public body is holding the

regularly scheduled public meeting unless:

(a) the workshop or executive session is held at the location where the public body holds its regularly scheduled public meetings but, for that day, the regularly scheduled public meeting is being held at different location;

(b) any of the meetings held on the same day is a site visit or a traveling tour and, in accordance with this chapter, public notice is given;

(c) the workshop or executive session is an electronic meeting conducted according to the requirements of U.C.A. § 52-4-207, as amended; or

(d) it is not practicable to conduct the workshop or executive session at the regular location of the public body's open meetings due to an emergency or extraordinary circumstances.

~~All regular and special meetings of the Council shall be open to the public, and citizens shall have a reasonable opportunity to be heard under such rules and regulations as the Council may prescribe.~~

2- 3- 6. CLOSED MEETINGS.

A closed meeting may be held pursuant to state code U.C.A. § 52-4-202, 52-4-204, 52-4-205 and 52-4-206, as amended.

(A) CLOSED MEETING HELD UPON VOTE OF MEMBERS -- BUSINESS -- REASONS FOR MEETING RECORDED.

(1) A closed meeting may be held:

(a) if a quorum is present; and

(b) if two-thirds of the members of the public body present at an open meeting for which public notice is given vote to approve closing the meeting.

(2) A closed meeting is not allowed unless each matter discussed in the closed meeting is permitted under Section (B) pursuant to U.C.A. 52-4-205.

(3) An ordinance, resolution, rule, regulation, contract, or appointment may not be approved at a closed meeting.

(4) The following information shall be publicly announced and entered on the minutes of the open meeting at which the closed meeting was approved:

(a) the reason or reasons for holding the closed meeting;

(b) the location where the closed meeting will be held; and

(c) the vote by name, of each member of the public body, either for or against the motion to hold the closed meeting.

(5) Nothing in this chapter shall be construed to require any meeting to be closed to the public.

(B) PURPOSES OF CLOSED MEETINGS.

(1) A closed meeting may only be held for:

(a) discussion of the character, professional competence, or physical or mental health of an individual;

(b) strategy sessions to discuss collective bargaining;

(c) strategy sessions to discuss pending or reasonably imminent litigation;

(d) strategy sessions to discuss the purchase, exchange, or lease of real property if public discussion of the transaction would:

(i) disclose the appraisal or estimated value of the property

under consideration; or

(ii) prevent the public body from completing the transaction on the best possible terms;

(e) strategy sessions to discuss the sale of real property if:

(i) public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration; or prevent the public body from completing the transaction on the best possible terms;

(ii) the public body previously gave public notice that the property would be offered for sale; and

(iii) the terms of the sale are publicly disclosed before the public body approves the sale;

(f) discussion regarding deployment of security personnel, devices, or systems; and

(g) investigative proceedings regarding allegations of criminal misconduct.

(2) The City Council may not interview a person applying to fill an elected position in a closed meeting.

(C) RECORD OF CLOSED MEETINGS.

(1) The City Council shall make a recording of the closed portion of the meeting; and may keep detailed written minutes that disclose the content of the closed portion of the meeting.

(2) A recording of a closed meeting shall be complete and unedited from the commencement of the closed meeting through adjournment of the closed meeting.

(3) The recording and any minutes of a closed meeting shall include the date, time, and place of the meeting; the names of members present and absent; and the names of all others present except where the disclosure would infringe on the confidentiality necessary to fulfill the original purpose of closing the meeting.

(4) Minutes or recordings of a closed meeting that are required to be retained permanently shall be maintained in or converted to a format that meets long-term records storage requirements.

(5) Both a recording and written minutes of closed meetings are protected records under Title 63, Chapter 2, Government Records Access and Management Act, except that the records may be disclosed under a court order only as provided under U.C.A. § 52-4-304, Action Challenging Closed Meeting.

(6) Exception: If the City Council closes a meeting exclusively for the purposes of discussion of the character, professional competence, or physical or mental health of an individual, or discussion regarding deployment of security personnel, devices or systems, the provision of this section does not apply, and the person presiding shall sign a sworn statement affirming the sole purpose for closing the meeting.

2-3-76. CITY COUNCIL ACTS.

The City Council may pass all ordinances and rules, and make all regulations, within the scope of law, as are necessary and proper to provide for the health, safety and welfare of the inhabitants and the protection of property in the City. The City Council may enforce obedience to the ordinance by the imposition of fines or penalties in accordance with U.C.A. § 10-3-703.

(A) ORDINANCES.

(1) The City Council shall exercise its legislative powers

through ordinances. The City Council may pass any ordinance to regulate, require, prohibit, govern, control or supervise any activity, business, conduct or condition authorized by U.C.A. Title 10 or any other provision of law.

(2) In addition, every act making an appropriation, creating an indebtedness, authorizing borrowing of money, levying a tax, establishing any rule or regulation for the violation of which a penalty is imposed, or placing any burden upon or limiting the use of private property shall be by ordinance. Ordinances making appropriations shall be confined to the subject of appropriation.

(3) ORDINANCE FORM. Every ordinance shall substantially contain the order and form outlined in U.C.A. Section 10-3-704, as amended. Ordinances shall be signed by the Mayor, or if he or she is absent, by the Mayor Pro Tem, or by a quorum of the City Council.

(4) EFFECTIVE DATE. Ordinances shall become effective twenty (20) days after publication or thirty (30) days after final passage by the City Council, whichever is closer to the date of final passage, but ordinances may become effective at an earlier or later date after publication if so provided in the ordinance.

(5) LEGAL NOTICE. All ordinances shall be published and

posted pursuant to U.C.A. §10-3-711, as amended, and recorded, numbered and certified pursuant to U.C.A. §10-3-713, as amended.

(6) DISPOSITION. A true copy of every ordinance, as adopted by City Council, shall be numbered and recorded in the official records of the City. Its adoption and publication shall be authenticated by the signature of the Mayor, or Mayor Pro Tem, and the City Recorder, and by the certificate of publication, if publication is required.

(7) CERTIFICATION. Immediately following adoption of each ordinance, the City Recorder shall make or cause to be made a certificate stating the date of passage and date of publication or posting, as required. The record and memorandum, or a certified copy thereof, shall be prima facie evidence of the contents, passage, and publication or posting of the ordinance or codification.

(8) CODIFICATION. The City Council may cause the ordinances to be codified and arranged in such order as the City Council may decide, and thereafter maintained in current form.

(B) RESOLUTIONS. Unless otherwise required by law, the City Council may exercise all administrative powers by resolution, include, but not limited to, establishing rates, fees charged for municipal services, personnel policies and

guidelines, and regulating the use and operation of municipal property.

(C) APPROPRIATIONS -- ACQUISITION AND DISPOSAL OF PROPERTY, AUTHORITY AND PROCEDURE.

The City Council may make such actions, subject to U.C.A. Title 10, Chapter 6, Uniform Fiscal Procedures Act for Utah Cities and U.C.A. § 10-8-2, including the following: appropriations of funds for corporate purposes that in the judgment of the City Council provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the City's residents; make payment of debts and expenses; purchase, hold, sell, lease, convey, improve, protect, dispose of, and/or acquire by eminent domain real and personal property for the benefit of the City; provide for necessary local public services within the City; provide for public utilities.

~~The Council shall act only by ordinance, resolution or motion. All legislative enactments shall be in the form of ordinances; all other actions, except as herein provided, may be in the form of resolutions or motions. A true copy of every resolution and ordinance as hereafter adopted shall be numbered and recorded in the official records of the City.~~

2- 3- ~~87.~~ VOTING.

(A) A roll call vote shall be taken and recorded for all ordinances, resolutions and any action which would create a liability against the City and in any other case at the request of any member of the City by a "yes" or a "no" vote.

(B) No member of the City Council shall vote on any question in which he or she has substantial interest in as defined in Title 3, Chapter 2 of this code, other than the common public interest, or on any question concerning his or her own conduct.

~~The vote by "Yes" and "No" shall be taken upon the passage of all ordinances and resolutions and entered upon the minutes of the Council proceedings. Every ordinance, resolution and motion shall require the affirmative vote of a majority of the Council members present for final passage. No member of the Council shall vote on any question in which he has a substantial interest, as defined in Section 3-1-2, other than the common public interest, or on any question concerning his own conduct.~~

(C) Each City Council member present shall vote when called upon unless abstains by reason of and in accordance with Title 3 Chapter 2 of this Code.

~~On all other questions, each member who is present shall vote when called upon.~~

(D) Any member refusing to vote except when not so required by this Chapter paragraph shall be guilty of misconduct in office.

(E) Any Council member acting as Mayor Pro Tempore shall not lose his vote by virtue of conducting the meeting as Mayor Pro Tempore.

~~2- 3- 8.~~ ACTION BY ORDINANCE REQUIRED.

(Note: This section incorporated into 2-3-7(A))

~~In addition to such acts of the Council as are required by the general laws of this state to~~

~~be by ordinance, every act making an appropriation, creating an indebtedness, authorizing borrowing of money, levying a tax, establishing any rule or regulation for the violation of which a penalty is imposed, or placing any burden upon or limiting the use of private property shall be by ordinance. Ordinances making appropriations shall be confined to the subject of appropriation.~~

~~2-3-9. FORM OF ORDINANCE.~~

(Note: This section incorporated into 2-3-7(A))

~~Every ordinance shall be introduced in written or printed form. The enacting clause of all ordinances shall be "BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PARK CITY, UTAH".~~

2-3-89. PROCEDURE FOR ORDINANCE ENACTMENT.

The following procedure for enactment of ordinances Except for emergency ordinances, ordinances making general modification of existing ordinances, and ordinances adopting standard codes shall be as follows:

(A) The ordinance shall be introduced at any regular meeting of the City Council by the Mayor, City Manager or any City Council member.

(B) The ordinance shall be read in full or, in cases where copies of the ordinance are available to the City Council and to those persons in attendance at said city Council meeting, said ordinance may be read by title only.

(C) After the reading of the proposed ordinance or its title and any discussion

thereon, the ordinance shall be adopted or rejected by a majority vote of the council members present unless the ordinance removes or reinstates to the Mayor a power, duty, or function provided in U.C.A. 10-3b-104. If the ordinance affects the Mayor's power under U.C.A. 10-3b-104, the Mayor and a majority of all other Council members, or all Council members except the Mayor must vote to adopt the ordinance if it is to pass.

(D) If a public hearing is required before consideration of an ordinance, action may be taken at the same meeting as the public hearing.

(E) Public notice of the time and place of Council consideration of all ordinances shall be given in the same manner as notice for all regular and special City Council meetings or as otherwise directed by statute or ordinance.

(F) Upon adoption, ordinances shall take effect on their stated effective date, or upon publication if required by U.C.A. Section 10-3-711.

(G) Whenever an ordinance shall be published by reference or by title, the publication shall contain a summary of the subject matter of said ordinance and shall contain a notice to the public that copies of the ordinance are available at the office of the City Recorder. The publication of any ordinance by reference or by title as provided herein must set forth in full any penalty clause contained in said ordinance.

~~2-3-11. EMERGENCY ORDINANCES.~~

~~Emergency ordinances for the preservation of public property, health, peace, or safety may be approved without public notice, but shall be approved only by the unanimous vote of Council members present or a vote of four (4) Council members, whichever is less. The facts showing such urgency and need shall be specifically stated in the measure itself. An emergency ordinance shall take effect upon final passage. Publication, if required, shall be within ten (10) days after final passage, or as soon thereafter as possible.~~

~~2-3-12. CODIFICATION.~~

~~(Note: This section incorporated into 2-3-7(A))~~

~~The Council shall cause the ordinances to be codified and thereafter maintained in current form. Revision to the codes may be accomplished as provided in Sections 2-3-10, 2-3-11, and 2-3-13.~~

2-3-1043. CODES ADOPTION BY REFERENCE.

Standard codes, promulgated by the federal government, the State of Utah, or by any agency of either of them, or by any municipality within the State of Utah, or by recognized trade or professional organizations, or amendments or revisions thereof, may be adopted by reference, provided the publication of the ordinance adopting any said code shall advise that copies are available for inspection at the office of the City Recorder or other department as designated and approved by City Council.

~~2-3-14. DISPOSITION OF ORDINANCES.~~

(Note: This section incorporated into 2-3-7(A))

~~A true copy of every ordinance, as adopted by Council shall be numbered and recorded in the official records of the City. Its adoption and publication shall be authenticated by the signature of the Mayor, or Mayor Pro Tempore and the City Recorder and by the certificate of publication, if publication is required. A true copy of every ordinance, as adopted by the vote of the electors of the City shall be separately numbered and recorded.~~

2-3-1145. REVIEW OF DISPOSALS OF SIGNIFICANT PARCELS OF REAL PROPERTY.

The City Council shall review all proposals for disposals of significant parcels of real property. Prior to the proposed disposition, the City Council shall provide at least fourteen (14) days reasonable notice before the opportunity for public comment on the proposed disposition. After such reasonable notice and public comment, the City Council may take action on the proposed disposition.

(A) “Dispose of” shall mean to transfer control of City-owned property to another by any means, including sale, lease, or other type of conveyance of such property.

(B) “Reasonable notice” shall mean posting on or about the property in a conspicuous location and publication in a newspaper having general circulation in Park City.

(C) “Significant parcel of real property” shall mean a parcel of real property owned by the City with an appraised value equal to or greater than Two Hundred Fifty

Thousand Dollars (\$250,000) or a lease valued at equal to or greater than Fifty Thousand Dollars (\$50,000) annum.

(Amended by Ord. No. 03-20)

CHAPTER 4 - CITY ADMINISTRATION

2- 4- 1. CITY MANAGER.

The City Manager shall be the chief administrative officer of the City. The Mayor, with the advice and consent of the City Council, shall appoint a City Manager within a reasonable time whenever a vacancy exists in such position. Such appointment shall be without definite term and shall be at a salary to be fixed by City Council. The City Manager shall be appointed without regard to any consideration other than his fitness, competency, training and experience as a City Manager. At the time of his or her appointment, he or she need not be a resident of the City or state, but during tenure of office he or she shall reside within the City except at the discretion of the City Council. No member of the City Council nor the Mayor shall be appointed manager during the term for which he or she shall have been elected, nor within one (1) year after the expiration of his term.

2- 4- 2. ACTING MANAGER.

The City Manager, with the advice and consent of the Mayor, may appoint an acting City Manager during the period of vacancy in the office or during the absence or disability of the City Manager. Such acting manager shall, while he or she is in such office, have all the responsibilities, duties, functions and authority of the City Manager.

2- 4- 3. POWERS AND DUTIES.

The City Manager shall be responsible and under the control and supervision of the Mayor and the City Council for the proper administration of all affairs of the City placed in his or her charge, and to that end, he or she shall have the power and duty and be required to:

- (A) Be responsible for the enforcement of the laws and ordinances of the City;
- (B) Appoint, hire, suspend, transfer and remove all non-elective City employees excepting the City Attorney;
- (C) Appoint, with advice and consent of the City Council, a qualified person to each of the offices of recorder and treasurer; create other offices as may be deemed necessary for the good government of the City; and appoint, regulate and prescribe the powers and duties of all other employees of the City, except as provided by law or by ordinance; ~~Make appointments on the basis of executive and administrative ability and the training and experience of such appointees in the work they are to perform;~~
- (D) Serve as or appoint with the advice and consent of City Council a budget officer for the purpose of complying with the requirements of the Uniform Municipal Fiscal Procedures Act; ~~upon appointment by the Mayor, with the advice and consent of the Council;~~
- (E) Cause a proposed budget to be prepared annually and submitted to the Mayor and Council and be responsible for the administration of the budget after its adoption, said budget to be construed as financial estimate only;

(F) Prepare and submit to the Council as of the end of the fiscal year a complete report on finances and administrative activities of the City for the preceding year, and upon request of the Mayor or Council make written or verbal reports at any time concerning the affairs of the City under his supervision;

(G) Keep the Mayor and the City Council advised of the financial condition and future needs of the City and make such recommendations to the Mayor or City Council for adoption as he may deem necessary or expedient;

(H) Exercise supervision and control over all executive and administrative departments, excepting legal, and recommend to the Mayor and City Council any proposal he thinks advisable to establish, consolidate or abolish administrative departments;

(I) Be responsible for the enforcement of all terms and conditions imposed in favor of the City in any contract or public utility franchise, and upon knowledge of any violation thereof, report the same to the Mayor and City Council for such action and proceedings as may be necessary to enforce the same;

(J) Attend City Council meetings and participate in discussions with the Mayor and City Council in an advisory capacity;

~~(K) Establish a system of accounting and auditing for the City, which shall reflect, in accordance with generally accepted accounting principles, the financial condition and financial operation of the City;~~

(K) Provide for engineering, architectural, maintenance and construction services required by the City;

(L) Declare a local emergency by proclamation for less than thirty days unless approved by the City Council and take disaster or emergency related actions as authorized by UCA § 63K-4-103, the Disaster Response and Recovery Act, as amended, and the City's Emergency Response Plan;
and

(M) Perform such other duties as may be prescribed by ordinance or required of him or her by the Mayor and City Council which are not inconsistent with the laws of the state.

2- 4- 4. REMOVAL OF MANAGER.

The City Council, including the Mayor, may by majority vote, remove the City Manager from his or her office. ~~The Mayor, with the advice and consent of the Council, may remove the City Manager from office.~~ Upon such termination, the Mayor and City Council may, in their discretion, provide termination pay.

2- 4- 5. RELATIONSHIP OF CITY COUNCIL TO ADMINISTRATIVE SERVICE.

Neither the City Council, its members, the Mayor, nor any City Council committee shall dictate the appointment by the City Manager of any person to office except as otherwise provided in this Code or in any way interfere with the City Manager or other city officer to prevent him or her from

exercising his or her judgment in the appointment or employment of officers and employees in the administrative service. Except for the purpose of inquiry, the City Council, its members, the Mayor and any City Council committee shall deal with the administrative service solely through the City Manager, and neither the City Council, its members, the Mayor, nor any City Council committee thereof shall give orders to any of the subordinates of the City Manager.

2- 4- 6. CITY RECORDER.

The City Manager, with the approval of the Mayor and City Council, shall appoint a City Recorder who shall be custodian of the City seal and who shall keep a journal of City Council proceedings. The City Recorder shall maintain ~~and record in full~~ all ordinances, motions and resolutions. He or she shall have power to administer oaths and take acknowledgments under seal of the City and shall perform such other duties as required by this Code, ~~the Mayor and the City Council, or the City Manager.~~ The City Manager may also appoint a deputy or deputies who shall serve under the supervision of the City Recorder and shall have authority to act in the absence of the City Recorder. The City Recorder may not also serve as the City Treasurer.

2- 4- 7. CITY TREASURER.

There shall be a City Treasurer who shall be appointed by the City Manager, with approval of the Mayor and City Council, to serve at the pleasure of the City Manager.

The City Manager may also appoint a deputy or deputies to serve under the supervision of the City Treasurer who shall have authority to act in the absence of the City Treasurer. The City Treasurer may not serve as the City Recorder.

(A) DUTIES AND POWERS OF THE CITY TREASURER. The City Treasurer shall keep and supervise all accounts, receive and have custody of all monies of the City, collect special City fees and taxes, water utility fees and charges, issue licenses and collect fees therefore, make and keep public records of the City not specifically entrusted to any other department by this code or by ordinance; and perform such other duties pertaining to the department of finance as required by this code, the Mayor and City Council or City Manager.

~~2-4-8. DUTIES AND POWERS OF THE CITY TREASURER.~~

~~The City Treasurer shall keep and supervise all accounts, receive and have custody of all monies of the City, collect special City fees and taxes, water utility fees and charges, issue licenses and collect fees therefore, make and keep public records of the City not specifically entrusted to any other department by this code or by ordinance; and perform such other duties pertaining to the department of finance as required by this code, the Mayor and City Council or City Manager.~~

2-4-~~89~~. DEPARTMENTS CREATED.

The administrative functions of the City shall be performed by the departments existing at the time this Code is adopted and such other departments as may be hereafter

established by ordinance. The City Council may, by ordinance, consolidate or merge any of the said departments, whether set forth in this code or created by ordinance. For any temporary reorganization pursuant to 3.4 of the Personnel and Procedures Manual, as amended, the City Manager may not permanently add or reclassify any position above Exempt Grade 7 that is not currently approved in the budget without prior City Council approval.

2-4-~~940~~. BONDING OF CITY OFFICIALS.

The City Treasurer and all other officers of the City designated by resolution and employees required to do so, before entering upon the duties of their respective offices, shall give a good and sufficient surety company bond to the City, duly approved by the City Attorney, and conditioned upon the faithful performance and discharge of their respective duties, and for proper application and payment of all money or property coming into their hands by virtue of their offices in an amount established by the City Council by resolution and not less than that established by the state Money Management Council.

2-4-~~1044~~. CITY ATTORNEY.

The Mayor, with the advice and consent of the City Council, shall appoint a City Attorney to serve at the pleasure of the Mayor and City Council. The City Attorney shall be an attorney at law, and must, during his tenure, be duly admitted to the practice of law in Utah. The City Attorney shall be the legal representative of the City and he shall advise the Mayor and City Council and City officials in matters relating to their

official powers and duties and perform such other duties as the Mayor and City Council may prescribe by ordinance, resolution or otherwise. The Mayor, with the advice and consent of the City Council, may provide the City Attorney such assistance as the Mayor and City Council may deem necessary, and may, on its own motion or upon request of the City Attorney in special cases, employ special counsel to serve under the direction of the City Attorney. The Mayor, with the advice and consent of the City Council, shall establish compensation for the City Attorney and special counsel.

(A) ATTORNEY DUTIES – CITY PROSECUTOR. An attorney assigned as public prosecutor for the City:

(1) may prosecute violations of City ordinances;

(2) may prosecute, under state law, infractions and misdemeanors occurring within the boundaries of the City;

(3) has the same powers in respect to violations as are exercised by a county attorney or district attorney, except that the City public prosecutor's authority to grant immunity shall be limited to:

(a) granting transactional immunity for violations of City ordinances; and

(b) granting transactional immunity under state law for infractions and misdemeanors occurring within the boundaries of the City.

(4) shall represent the interests of the state or the City in the appeal of any matter prosecuted in any trial court by the City prosecutor; and

(5) may cooperate with the office of the Attorney General during investigations.

2- 4-~~11~~¹². CITY ENGINEER.

There is hereby created and established the office of City Engineer for the purpose of providing the necessary engineering services required by the City. The City Engineer shall be appointed by the City Manager and shall be an employee of the City. The City Engineer shall be appointed on the basis of his or her administrative and technical qualifications with special reference to his or her actual experience in and his or her knowledge of the functions and duties of his office as set forth in this article.

2- 4-~~12~~¹³. CHIEF OF POLICE - POLICE DEPARTMENT.

The Police Department of the City shall consist of the City Marshal, hereafter designated as "Chief of Police" and other police officers as may be duly authorized by the City Council. The Chief of Police shall be appointed by the City Manager pursuant to the laws of the State of Utah and shall be an employee of the City.

(A) **AUTHORITY.** It shall be the duty of the members of the police department to enforce all the laws of the City and all statutes of the state applicable thereto, to preserve order and prevent infractions of the law and arrest violators thereof, to serve and execute any process directed to the Chief of

Police, and to perform any police service which the Chief might lawfully do.

(B) RULES AND REGULATIONS.

The Chief of Police may prescribe such rules and regulations as he or she shall deem advisable. Such rules shall be approved by the City Manager and shall be binding on all members of the police department. Such rules and regulations may cover the conduct of the members, uniforms and equipment to be worn or carried, assignments, hours of service, and all other similar matters necessary or desirable for the better efficiency of the department.

(C) AUTHORITY OF MAYOR TO MAKE APPOINTMENTS OF SPECIAL POLICE FOR CERTAIN PURPOSES.

The Mayor may upon any emergency, riot, pestilence, invasion, or at any time he shall deem necessary for the peace, good order or health of the City, order the Chief of Police to appoint special policemen for a specified time.

2-4-14. RULES AND REGULATIONS.

~~The Chief of Police may prescribe such rules and regulations as he shall deem advisable. Such rules shall be approved by the City Manager and shall be binding on all members. Such rules and regulations may cover the conduct of the members, uniforms and equipment to be worn or carried, assignments, hours of service, and all other similar matters necessary or desirable for the better efficiency of the department.~~

2-4-15. AUTHORITY OF MAYOR TO MAKE APPOINTMENTS OF

SPECIAL POLICE FOR CERTAIN PURPOSES.

~~The Mayor may upon any emergency, riot, pestilence, invasion, or at any time he shall deem necessary for the peace, good order or health of the City, order the Chief of Police to appoint special policemen for a specified time.~~

2-4-1613. BOARD OF APPEALS CREATED.

There is hereby created a Board of Appeals consisting of three (3) members who are qualified by experience and training to pass upon matters pertaining to building construction.

(A) The Chief Building Official shall be an ex officio member and shall act as Secretary of the Board. The Board of Appeals shall be appointed by the Mayor and City Council, and hold office at their pleasure.

(B) The Board shall adopt reasonable rules and regulations for conducting its investigations and its decisions and findings shall be in writing to the Chief Building Official with duplicate copies to the appellant.

(C) A copy of all rules and regulations adopted by the Board shall be delivered to the Chief Building Official who will make them available to the public without cost.

(D) The Board shall hear all appeals filed according to the Uniform Building Code, Chapter Five of the Code for the Abatement of Dangerous Buildings and Chapter Twelve of the Uniform Housing Code.

(E) Any appeal made to the Board pursuant to the Uniform Building Code shall be within thirty (30) days of approval or denial of the permit. The time of appeal for actions under the Code for the Abatement of Dangerous Buildings and the Uniform Housing Code shall be as specified in each of those respective codes, but in no instance longer than thirty (30) days.

**2- 4-~~14~~7. RECREATION
ADVISORY BOARD ~~CREATED~~.**

There is hereby created a Recreation Advisory Board. The Board shall consist of up to seven (7) members, and one additional representative from the City Council who is a non-voting member. Members shall be residents of Park City and shall serve without compensation.

**(A) TERM OF SERVICE,
REMOVAL AND VACANCIES.**

Members of the Recreation Advisory Board shall be appointed by the Mayor with the advice and consent of the City Council. Each board member shall serve a term of three (3) years, but shall serve until their successor is appointed. Initially, two (2) appointments each shall be made for one (1) and two (2) year terms, and three (3) appointments shall be made for three year terms. Annually thereafter, appointments shall be for three (3) year terms. Board members shall serve not more than two (2) full terms in succession, however, the initial one (1) year term holders may seek two (2) additional terms. The City Council shall appoint one of its members to serve as the non-voting member for a term not to exceed the member's City Council term of office. The City Council may rotate its appointed

member at any time. The terms shall begin on July 1 and end on June 30 of each year.

Any board member who is absent from two (2) consecutive regularly scheduled 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 be removed for cause by the City Council. Vacancies in the Board occasioned by removals, resignations, or otherwise, shall be filled for the unexpired term in the same manner as the original appointments. Ex-officio members may include a staff member or representative from public agencies, community organizations, or public at large. Ex-officio members serve at the invitation of the City Council and have no vote.

**(B) OFFICERS AND THEIR
DUTIES.** At its first meeting, and annually thereafter, the Board shall elect a Chairman, Vice-Chairman and any additional officers as necessary. The Chairman shall preside at all meetings, appoint all committees with the concurrence of the Board, call special meetings, and generally perform the duties of a presiding officer. The Chairman shall have the right to vote. The Vice-Chairman or a Board member designated by the Chairman shall preside when the Chairman is absent. The agenda for meeting shall be prepared by the Recreation Manager and the Chairman.

**(C) PURPOSE AND DUTIES OF
THE BOARD.** The purpose and duties of the Park City Recreation Board are as follows:

- (1) To advise the City Council and staff on parks and recreation

policy as requested by the City Council.

(2) To support and promote the policies and programs of the Library and Recreation Department.

(3) To advise and support staff on staff recommended budget priorities concerning parks and recreation projects and programs.

(4) To serve as liaison between the community and public agencies on parks and recreation issues within Park City.

(6) To stimulate and initiate community involvement and support for City Council annual and long term goals and priorities, and all parks, recreation and beautification projects and programs.

(D) **MEETINGS AND PROCEDURES.** The Board may adopt rules and regulations not inconsistent with the law applicable to public bodies for governing of its meeting. Special meetings may be called at the request of the Recreation Manager or Chairman of the Board. A quorum for the transaction of business shall be a simple majority of the Board members. When vacancies occur, a simple majority of the remaining Board members shall constitute a quorum. Minutes shall be kept at all meetings. Closed meetings may only be held for purposes authorized by U.C. A. 52-4-5, as amended.

(E) **COMMITTEES.** Special committees for the study of particular issues may be appointed by the Chairman, with the advice and consent of the Mayor and City Council, to serve until they have completed the work for which they were appointed. Each committee shall meet goals and objectives, as delineated by the Chairman, with the advice and consent of the Mayor and City Council. Recommendations of committees may be given directly to the City Council. The Chairman of the Recreation Advisory Board shall appoint a chairman for each committee. Nothing herein shall prevent the City Council from directly appointing special committees, which may include Recreation Advisory Board members.

(Amended by Ord. No. 99-50; 03-06; 03-09)

2- 4-168. LIBRARY BOARD CREATED.

There is hereby created a Library Board of Directors to be appointed by the City Council and chosen from Park City residents. The Board of Directors shall consist of not less than five (5) members and not more than nine (9) members. Not more than one (1) member of the governing body shall be, at any one time, a member of such Board. Directors shall serve without compensation, but their actual and necessary expenses incurred in the performance of their official duties may be paid from library funds.

(A) **TERMS - ELECTION OF OFFICERS - REMOVAL - VACANCIES.** Directors shall be appointed for three (3) year terms, but shall serve until

their successors are appointed. Initially, appointments shall be made for one (1), two (2) and three (3) year terms. Annually thereafter, the governing body shall, before the first day of July each year, appoint directors for three (3) year terms to take the place of the retiring Directors. Directors shall serve not more than two (2) full terms in succession. Following such appointments, the Directors shall meet and elect a Chairman and such other officers, as they deem necessary for one (1) year terms.

Any Director absent from two (2) consecutive regularly scheduled 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 be removed for cause. Vacancies in the Board of Directors occasioned by removals, resignations or otherwise shall be filled for the unexpired term in the same manner as original appointments.

(B) **POWERS AND AUTHORITY OF THE BOARD.** The Library Board of Directors may with the approval of the governing body have control of the expenditure of the Library Account, of construction, lease or sale of Library buildings and land, and of the operation of the Library. The Board shall be responsible for the maintenance and care of the Library and shall establish policies for its operation.

(C) **RULES AND REGULATIONS.** The Library Board of Directors shall make, amend and revoke rules and regulations, not inconsistent with the law, for the governing of the library. The library shall be free to the use of the inhabitants of Park city, subject to the rules and regulations adopted by the Board. The Board may exclude from the use of the Library any and all persons

who shall willfully violate such rules. The Board may extend the privileges and use of the Library to persons residing outside of the City upon such terms and conditions as it may prescribe by its regulations.

(D) **ANNUAL REPORTS.** The Library Board of Directors shall make an annual report to the governing body of the City on the condition and operation of the library, including a financial statement. Such report may be in the form of budget documents submitted each year to the City Council. The Directors shall also provide for the keeping of such records as shall be required by the Utah State Library in its request for an annual report from the public libraries, and shall submit such an annual report to the State Library.

(E) **PERSONNEL.** The Library Board of Directors shall appoint a competent person as Librarian to have immediate charge of the Library with such duties and compensation for his/her services as it shall fix and determine. The Librarian shall act as the executive officer for the Library Board. The Board shall appoint, upon the recommendation of the Librarian, other personnel as needed. The Board may delegate the authority of this section to the City Manager and provide for the inclusion of Library personnel in the City personnel system pursuant to U.C.A. Section 10-3-1104, or any successor provision.

(F) **DONATIONS.** Any person desiring to make donations of money, personal property, or real estate for the benefit of the Library shall have the right to vest the title to the money, personal property or real estate so donated, in trust for the benefit of the Library. All monetary

donations shall be held in the City treasury to the credit of the Library account, and may not be used for any purpose except that of the Library. These funds shall be drawn upon by the authorized officers of the City only upon presentation of the properly authenticated vouchers or purchase order of the Board.

(G) **CONSOLIDATION.** The Board of Directors may cooperate, merge, or consolidate with County Libraries, Boards of Education, governing boards of other educational institutions, Library agencies and political subdivisions to provide Library services. When the City Library consolidates with a County Library, the Board shall convey all assets and trust funds to the County Library Board of Directors and the City Library shall cease operation.

(Amended by Ord. No. 99-50)

CHAPTER 5 - COMPLAINTS AGAINST CITY OFFICERS

2- 5- 1. CHARGES AND SPECIFICATIONS.

Except as otherwise provided by this Code or by the laws of the state, whenever a complaint shall be made to the City Council of this City against any City officer, it shall be the duty of the City Council to vote on the question as to whether there shall be charges preferred against the party or parties complained against, and if the City Council shall decide by vote that charges shall be preferred, it shall fix the time and place of trial, and it shall be the duty of the City Attorney to draft and prepare such charges and specifications in writing and after the same are signed by the person or persons making the complaint, it shall be the duty of the City Attorney to deliver a copy of such charges and specifications to the Chief of Police, or any other police officer, who shall serve such copy on the person complained against. A notice of the time and place of trial shall also be served with such charges and specifications, which notice, as well as the copy of the charges and specifications shall be served at least fifteen (15) days before the time set for trial.

2- 5- 2. EVIDENCE.

Whenever a complaint is made against a City officer as provided in Section 2-5-1, the Mayor and the members of the City Council shall vote on the question as to whether they shall hear the evidence submitted for and against the accused, which evidence shall be given under oath, and the Mayor or presiding officer of the City Council shall have the right to decide all questions

relating to the admissibility or inadmissibility of such evidence.

2- 5- 3. REMOVAL, SUSPENSION, REPRIMAND.

When a complaint is made against a City officer as provided in Section 2-5-1, the Council, after hearing all the testimony produced, shall proceed to vote upon the question as to whether the person complained against is guilty or not guilty of the charges and specifications so alleged, and if the City Council shall vote that such person is guilty, an open vote shall then be taken as to the character of punishment to be inflicted upon the accused. The question shall be put: "Shall the accused be removed from office?" If a majority of all the members elected to the City Council shall vote for such removal, the accused shall be removed from office and the removal shall relate back to the suspension of the officer from duty. If such majority shall fail to vote for removal, then the City Council shall vote successively upon the question of suspension or reprimand of the accused. If suspension be agreed upon, the time of such suspension shall be fixed, and no officer while under a suspension voted by the City Council, shall draw any pay whatever from the City for the period he shall be so under suspension.

CHAPTER 6 - EMPLOYEE BENEFITS AND REGULATIONS

(Chapter Created by Ord. No. 99-48)

2- 6- 1. POLICIES AND PROCEDURES.

The City Council may establish, by resolution, compensation schedules, employee benefits, rules, disciplinary policies and all other employee policies and procedures it deems appropriate.

2- 6- 2. EMPLOYEE TRANSFER AND DISCHARGE BOARD.

(A) Two members of the ~~Park~~ City Council shall be appointed by the ~~Park~~ City Council to serve on the Employee Transfer and Discharge Board ("ETDAB"). The ~~Park~~ City Council shall also appoint one (1) additional City Council member to serve as an alternate on the ETDAB in the event one (1) of the two (2) designated City Council members is unavailable to serve. Appointments shall be made at the first regular meeting of the ~~Park~~ City Council in January of each year.

(B) The selection of the three (3) remaining members of the ETDAB shall be by ~~City-wide general~~ election by the City employees. All appointive officers and employees shall be eligible to serve on the ETDAB. Nominations for service on the ETDAB shall be coordinated by the Human Resources Department. The City Recorder shall prepare a ballot containing the names of those employees nominated and a space for write-in candidates. The ballots shall be distributed to each appointive officer and employee of Park City Municipal Corporation with the first paycheck distributed in January of each year. Each appointive officer and employee of Park

City Municipal Corporation shall be allowed to cast one (1) vote. The three (3) employees receiving the most votes will be appointed to the ETDAB. The employees receiving the fourth and fifth most votes will serve as alternates on the ETDAB in the event one (1) or two (2) of the elected employees are unavailable to serve.

(C) **EMPLOYEE TRANSFER AND DISCHARGE APPEAL BOARD RULES OF PROCEDURE**. The Human Resources Department shall maintain a current copy of the rules governing the procedures of filing an appeal with the ETDAB. The rules shall at all times remain consistent with the state statute requiring the creation of an ETDAB.

11-12-15. FEE ADJUSTMENTS.

The fees established in this Title may be amended, changed, adjusted, or waived from time to time by motion of the City Council. The City Manager is authorized to reduce or waive fees on public or non-profit projects; ~~projects~~ which are deemed to serve a beneficial public purpose, provided that no waiver or reduction of fees totaling more than ~~one hundred~~ five thousand dollars (\$~~100~~ 5,000) on any one project may be waived without City Council approval. ~~Building related fees shall be assessed against building projects owned by the City based on the contract.~~

City Council Staff Report



Subject: Historic Preservation
Author: Dina Blaes, Preservation Consultant
Thomas Eddington, Jr., AICP, Planning Director
Date: June 25, 2009
Type of Item: Legislative/Public Hearing - LMC amendments and updated
Design Guidelines for Historic Districts and Sites.

Summary Recommendations:

SECTION 1 - Staff recommends the City Council:

- 1) Take public comment on the proposed amendments to the Land Management Code (LMC) for Chapters 1, 2 ("H" Districts), 5, 11 and 15 as described in this report,
- 2) Provide specific changes to the amendments if needed, and
- 3) Adopt the amendments based on the recitals found in the attached draft ordinance (Exhibit F).

SECTION 2 - Staff also recommends the City Council:

- 1) Take public comment on the proposed Design Guidelines for Historic Districts and Historic Sites,
- 2) Provide specific changes to be guidelines if needed, and
- 3) Adopt the updated Design Guidelines by passing the attached Resolution (Exhibit I).

Topic:

Project Name: LMC Amendments and updated Design Guidelines
Applicant: Planning Department
Proposal: Revisions to the Land Management Code and Design Guidelines

SECTION 1 - LAND MANAGEMENT CODE AMENDMENTS

Background:

Staff identified sections of the LMC where the provisions either conflict with the proposed Design Guidelines for Historic Districts and Historic Sites or need to be clarified or expanded to support the intent of the design guidelines. At a February 27, 2008 Work Session, the Planning Commission engaged in the first discussion regarding proposed LMC amendments associated with the draft Design Guidelines. The topics were limited to (1) application of the Design Guidelines outside the H zones, (2) the public comment period for design review applications, and (3) the design review application appeals process. Subsequent discussions on these three topics were held during Planning Commission work sessions on May 14, July 23, and September 24, 2008. In addition to discussions on the LMC amendments, the Planning Commission was updated on the Design Guidelines.

At the work session on September 24, 2008, the Planning Commission directed staff to prepare comprehensive draft LMC amendments associated with the Design Guidelines for review.

The LMC amendments described in this report reflect policy discussions with the Historic Preservation Board on the Guidelines and their impact on the LMC. These meetings were held on June 2, August 4 and 20, September 3, November 5 and 19, December 3, 2008, and on February 18, and March 18, 2009. They also reflect policy discussions held with the Planning Commission on May 14, July 23, and September 24, 2008 as noted above, and with the City Council on June 26 and August 7, 2008.

On April 8, 2009, the Planning Commission briefly discussed the LMC amendments described in this report and voted to continue the discussion and public hearing at the regularly scheduled meeting on May 13, 2009.

On May 13, 2009, the Planning Commission conducted a public hearing and made changes to the proposed LMC amendments based on both public testimony and on the codified preservation goals of the City. The Planning Commission voted to forward a positive recommendation to the City Council to adopt the LMC amendments.

At a City Council work session on June 25, Councilman Hier questioned the use of several terms found in the LMC which Mark Harrington, City Attorney, clarified to the Council's satisfaction. In addition, Councilman Hier asked, and other council members concurred, that the following changes be made to the proposed LMC amendments. The changes are reflected below and in the attached exhibits as red underlined text.

- 1) In Title 15-1-18 APPEALS AND RECONSIDERATION PROCESS, the term "Planning Director" should read as "Planning Department". TITLE 15-1-18, Paragraph (A) currently reads:

Any decision by either the Planning Director or Planning Staff regarding Application of this LMC to a Property may be appealed to the Planning Commission. Appeals of decisions regarding the Design Guidelines shall be reviewed by the Historic Preservation Board as described in 15-11-11(D). All appeals must be filed with the Planning Department within ten (10) days of Final Action.

The Legal Department requested the language remain as is because the Planning Department, while not named specifically in the paragraph, is comprised of the Planning Director and Planning Staff.

- 2) The second paragraph of the proposed amendments to Chapters 2.1, 2.2, 2.3, 2.4, 2.5, and 2.6 should read as follows:

Appeals of departmental actions on compliance with the Design Guidelines for Historic Districts and Historic Sites, LMC Chapter 15-11, and LMC Chapter 15-5 are heard by the Historic Preservation Board as outlined in 15-1-18 of the Code.

Following the June 25 work session, the Legal Department requested language be added to the "appeal" sections of 15-1 and 15-11 to clarify the appeal process. The changes are provided below and, again, are reflected in the attached exhibits as red underlined text.

1) The Legal Department requests Title 15-1-18(E) TIMING read as follows:

All appeals must be made within ten (10) calendar days of the Final Action.

The reviewing body, with the consultation of the appellant, shall set a date for the appeal. All appeals shall be heard by the reviewing body within forty-five (45) days of the date that the appellant files an appeal unless all parties, including the City, stipulate otherwise.

2) In addition, the Legal Department has asked the language be added to the second paragraph of Title 15-11-12(E) to read as follows:

All appeal requests shall be submitted to the Planning Department within ten (10) days of the decision. Appeals must be written and shall contain the name, address, and telephone number of the petitioner, his or her relationship to the project, and a comprehensive statement of the reasons for the appeal, including specific provisions of the Code and Design Guidelines, that are alleged to be violated by the action taken. All appeals shall be heard by the reviewing body within forty-five (45) days of the date that the appellant files an appeal unless all parties, including the City, stipulate otherwise

Discussion of Intent:

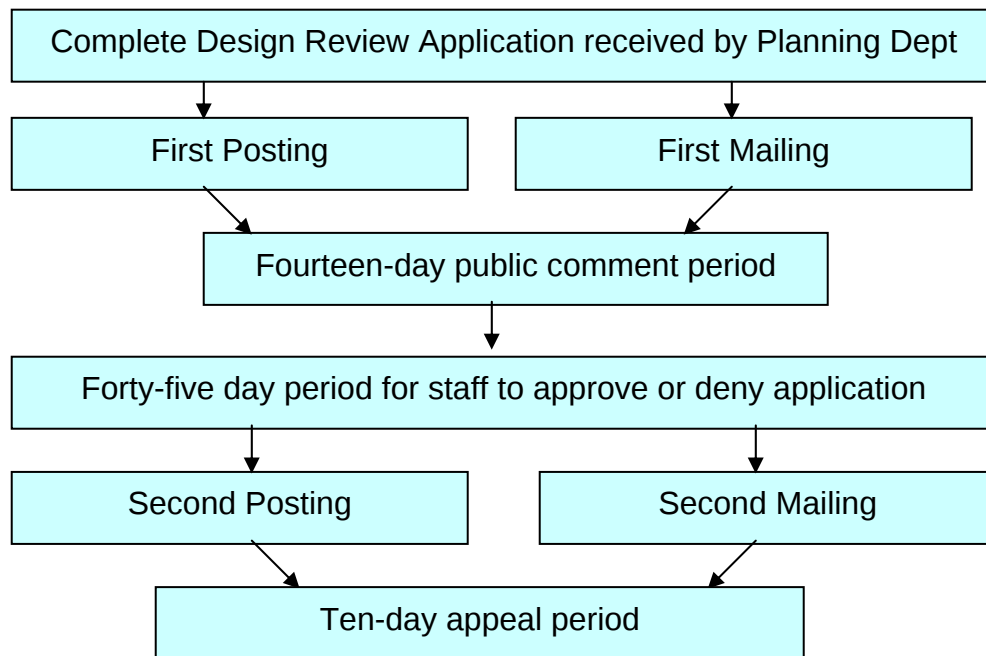
The proposed amendments are intended to update, clarify and expand sections of the LMC that are associated with the draft Design Guidelines for Historic Districts and Historic Sites.

Analysis and Discussion

Proposed Amendments to Chapter 1 - GENERAL PROVISIONS AND PROCEDURES (Exhibit A)

Staff recommends the Council review and approve proposed amendments to the following sections of Chapter 1:

- **Sections 15-1-8. and 15-1-9.** Amendments replace the term "Historic District Design Guidelines" with "Design Guidelines for Historic Districts and Historic Sites". Also in the table found in 15-1-8, the term "Planning Director" is being replaced by "Planning Department".
- **Section 15-1-18.** Amendments replace the term "Historic District Design Guidelines" with "Design Guidelines for Historic Districts and Historic Sites". The appeals process is being clarified and the proper cross-reference to Chapter 15-11 is included.
- **Section 15-1-21.** Changes are intended to allow public input on design review applications *before* staff determines compliance/non-compliance with the design guidelines. Specifically, staff recommends the Notice Matrix reflect the process outlined in the draft design guidelines as illustrated below:



Proposed Amendments to Chapter 2 'H' Districts (Exhibit B)

Chapter 2.1 - HISTORIC RESIDENTIAL-LOW DENSITY (HRL) DISTRICT

Chapter 2.2 - HISTORIC RESIDENTIAL (HR-1) DISTRICT

Chapter 2.3 - HISTORIC RESIDENTIAL (HR-2) DISTRICT

Chapter 2.4 - HISTORIC RESIDENTIAL-MEDIUM DENSITY (HRM) DISTRICT

Chapter 2.5 - HISTORIC RECREATION COMMERCIAL (HRC) DISTRICT

Chapter 2.6 - HISTORIC COMMERCIAL BUSINESS (HCB) DISTRICT

Staff recommends the Council review and approve proposed amendments to the ARCHITECTURAL REVIEW sections of these Chapters. Sections replaced with proposed language to:

- Eliminate minor inconsistencies in the architectural review procedures in six different sections of LMC Chapter 2, and
- Consolidate all design review procedures for the H districts and Historic Sites in Chapter 11.

Proposed Amendments to Chapter 5 - ARCHITECTURAL REVIEW (Exhibit C)

Staff recommends the Council review and approve proposed amendments to the following sections of Chapter 5.

- **Section 15-5-1.** Currently, the POLICY AND PURPOSE statement includes erroneous information about the National Register of Historic Places and does not mention the existence of locally designated historic resources. Modifications are intended to correct the information regarding the National Register and to emphasize the City's desire to protect locally designated Historic Sites.

- **Section 15-5-2.** Amendments clarify that all sites within the H districts and Historic Sites outside the H districts are subject to design review. Also, specific reference is made to the design review section of LMC Chapter 11.

Proposed Amendments to Chapter 11 - HISTORIC PRESERVATION (Exhibit D)

Staff recommends the Council review and approve proposed amendments to the following sections of Chapter 11.

- **Sections 15-11-5. and 15-11-6.** Consolidates and clarifies the PURPOSES and ADDITIONAL DUTIES sections. At a regular meeting held March 18, 2009, the HPB asked staff to review these sections and to consolidate those purpose statements that were redundant and to more plainly state the duties of the HPB.
- **Section 15-11-8.** Adds the National Alliance of Preservation Commissions and American Planning Association to the list of organizations that may provide assistance to staff.
- **Section 15-11-9.** Updates the terms used to reflect "Historic Site" and "Design Guidelines for Historic Districts and Historic Sites".
- **Section 15-11-10.** This section is being renumbered from 15-11-12 to 15-11-10. Amendments provide clarification regarding the designation of buildings and structures that undergo Reconstruction. Also, the amendments clarify who may apply to have a Site removed from the Historic Sites Inventory.
- **Section 15-11-11.** This section is being renumbered from 15-11-10 to 15-11-11. Also, amendments clarify how the Council adopts Design Guidelines and to update the terms used to reflect "Historic Site" and "Design Guidelines for Historic Districts and Historic Sites".
- **Section 15-11-12.** This section is being renumbered from 15-11-11 to 15-11-12. In addition, amendments are intended to:
 - (A) Provide a statement regarding how conflicts between the LMC and Design Guidelines are resolved.
 - (B) Articulate the city's expectations for applications to comply with the Design Guidelines.
 - (C) Codify the design review process as it is stated in the proposed Design Guidelines.
 - (D) Require applications involving Landmark Sites to be denied if the proposed development would result in the site losing its designation as a Landmark Site (exception for Landmark Sites being Reconstructed).
 - (E) Require applications involving Significant Sites to be denied if the proposed development would result in the site losing its designation as a Significant Site; and

(F) Modify the design review application appeal process and clarify the timeframe for conducting an appeal.

- **Section 15-11-13.** This is a new section intended to provide criteria for the relocation and/or reorientation of historic structures.
- **Section 15-11-14.** This is a new section intended to provide criteria for the disassembly and reassembly of historic structures.
- **Section 15-11-15.** This is a new section intended to provide criteria for the reconstruction of existing historic structures.
- **Section 15-11-16.** This section is being renumbered from 15-11-13 to 15-11-16. In addition, the amendments are intended to eliminate the term "remove", in all its forms, from the section. "Remove" is not a defined term in the LMC and Webster's definitions are 1) *to change or shift the location, position,* 2) *to move by lifting, pushing aside, or taking away or off,* 3) *to get rid of as though by moving.* A Certificate of Appropriateness for Demolition (CAD) should not be required for the methods noted in Sections 15-11-13, 15-11-14, and 15-11-15, therefore, staff is recommending the term "remove" be eliminated from this and subsequent sections that address demolition.
- **Section 15-11-17.** This section is being renumbered from 15-11-14 to 15-11-17. In addition, amendments are intended to eliminate the term "remove" (see explanation above in 15-11-16), reference the recently adopted language on Criteria for Designating a Historic Site, and to update the terms used in the section.
- **Section 15-11-18.** This section is being renumbered from 15-11-15 to 15-11-18.
- **Section 15-11-19.** This section is being renumbered from 15-11-16 to 15-11-19. As stated above, amendments are intended to eliminate "remove" and to update terms used in the section.

Proposed Amendments to Chapter 15 - DEFINITIONS (Exhibit E)

Staff recommends the Council review and approve proposed amendments to the following sections of Chapter 15.

- Section 1.67. The definition of "Demolish or Demolition" is being modified to allow Historic Sites to be relocated, reoriented, disassembled/reassembled or reconstructed without having to go through a CAD process.

Process:

Amendments to the Land Management Code require Planning Commission recommendation and City Council adoption. On May 13, 2009 at a regular meeting of the Planning Commission, a positive recommendation was made by the Commission to adopt the proposed LMC amendments outlined in the staff report.

City Council action may be appealed to a court of competent jurisdiction per LMC Section 15-1-18.

Department Review:

These LMC amendments have been reviewed by the Planning Department, the Building Department, and the Legal Department.

Notice:

Legal Notice of this public hearing was published in *The Park Record* on June 20, 2009 and was posted in the required public spaces.

Public Input:

Public hearings, conducted by the Planning Commission and City Council, are required prior to adoption of Land Management Code amendments. Comment was received during the public hearing portion of the Planning Commission meetings held April 8, 2009 and May 13, 2009. Public comment was received during the City Council work session on June 25, 2009.

Significant Impacts:

There are no significant fiscal impacts on the City as a result of these amendments. The amendments provide clarification of procedures, criteria, and definitions and provide expanded criteria and updates in order to function in concert with the Design Guidelines for Historic Districts and Historic Sites. The amendments are consistent with stated historic preservation goals.

Consequences of *not* taking the Suggested Recommendation:

Consequence of not taking the recommended action will delay the adoption of the proposed LMC amendments.

Recommendation:

Staff recommends the City Council:

- 1) Take public comment on the proposed amendments to the Land Management Code (LMC) for Chapters 1, 2 ("H" Districts), 5, 11 and 15 as described in this report,
- 2) Provide specific changes to the amendments if needed, and
- 3) Adopt the amendments based on the recitals found in the attached draft ordinance (Exhibit F).

SECTION 2 - DESIGN GUIDELINES FOR HISTORIC DISTRICTS AND HISTORIC SITES

Background:

The Historic Preservation Board is authorized in the Land Management Code (15-11-5 PURPOSES) to make recommendations to the City Council regarding revisions to the Design Guidelines. The process of updating the *Historic District Design Guidelines* began in August 2007 with a comprehensive review of the existing document. The organizational framework of the revised document was then completed which included general provisions, specific chapter "titles", and initial policy statements.

On January 14, 2008, the first draft of the updated Design Guidelines was reviewed and discussed by the HPB during a regular public meeting. The process of review, evaluation and revision of the guidelines occurred at public meetings held by the HPB on the following dates:

In 2008	In 2009
February 25	March 1 & 18
March 17	June 3
April 7 & 21	
May 5 & 19	
June 2 & 16	
July 7	
July 14 & 16 (open houses with design community and public)	
August 4 & 20	
September 3	
November 19	
December 3	

Throughout the process, the HPB members engaged in lengthy discussions on a range of topics including, but not limited to, "panelization", compatibility of new construction, defining historic integrity, defining historic significance, the use of substitute materials, improving the application process by making it more predictable and transparent, increasing public involvement in the process, landscaping standards, the role of the HPB in the process, increasing the specificity of language used in the design guidelines to benefit all its users, balancing the rights of property owners with proposed regulation, increasing application requirements, placing a greater emphasis on retaining historic materials, reconstructing historically significant buildings, and the application appeal process.

Extensive written comments and suggestions were received from the Planning Department staff, the Building Department staff, the HPB, and the public. The written comments received during the July 14 & July 16 open houses can be viewed at www.parkcity.org.

Discussion & Issues:

Attached is a copy of the *Historic District Design Guidelines*, dated June 16, 1983 (Exhibit G) and the *Design Guidelines for Historic Districts and Historic Sites* dated June 19, 2009 (Exhibit H) to facilitate a comparison between the current and proposed guidelines. The

proposed *Design Guidelines for Historic Districts and Historic Sites* reflects HPB's direction provided at the public meetings noted above, comments received from the public in writing or during public hearings, staff's suggestions regarding the practicality of various provisions, and recognized best practices within the field of historic preservation. In addition, this copy reflects changes resulting from LMC amendments recently recommended by the Planning Commission.

Process:

The Historic Preservation Board is authorized in the Land Management Code (Title 15, Chapter 11-10) to make recommendations to the City Council regarding updates to the Design Guidelines. On June 3, 2009 at a regular meeting, the Historic Preservation Board made a positive recommendation to adopt the proposed Design Guidelines for Historic Districts and Historic Sites. The City Council has authority to adopt the Design Guidelines.

Notice:

Legal Notice of this public hearing was published in *The Park Record* on June 20, 2009 and was posted in the required public spaces.

The proposed Design Guidelines were posted on the City web site (www.parkcity.org) on June 19, 2009.

Public Input:

Extensive public input on the Design Guidelines has been received in both written and verbal forms as described above.

Significant Impacts:

There are no significant fiscal impacts on the City as a result of adopting the *Design Guidelines for Historic Districts and Historic Sites*.

Consequences of *not* taking the recommended action:

Not taking the recommended action will result in a delay in adopting the updated Design Guidelines. The *Historic District Design Guidelines*, dated June 1983, remain in effect until the Council adopts updated guidelines.

Recommendation:

Staff recommends the City Council:

- 1) Take public comment on the proposed Design Guidelines for the Historic Districts and Historic Sites,
- 2) Provide specific changes to be guidelines if needed, and
- 3) Adopt the updated Design Guidelines by passing the attached Resolution (Exhibit I).

Exhibits:

Exhibit A: Proposed Amendments to Chapter 1 - GENERAL PROVISIONS AND PROCEDURES

Exhibit B: Proposed Amendments to Chapter 2 'H' Districts

Chapter 2.1 - HISTORIC RESIDENTIAL-LOW DENSITY (HRL) DISTRICT

Chapter 2.2 - HISTORIC RESIDENTIAL (HR-1) DISTRICT

Chapter 2.3 - HISTORIC RESIDENTIAL (HR-2) DISTRICT
Chapter 2.4 - HISTORIC RESIDENTIAL-MEDIUM DENSITY (HRM) DISTRICT
Chapter 2.5 - HISTORIC RECREATION COMMERCIAL (HRC) DISTRICT
Chapter 2.6 - HISTORIC COMMERCIAL BUSINESS (HCB) DISTRICT
Exhibit C: Proposed Amendments to Chapter 5 - ARCHITECTURAL REVIEW
Exhibit D: Proposed Amendments to Chapter 11 - HISTORIC PRESERVATION
Exhibit E: Proposed Amendments to Chapter 15 - DEFINITIONS
Exhibit F: Draft Ordinance
Exhibit G: *Historic District Design Guidelines* (dated June 16, 1983).
Exhibit H: *Design Guidelines for Historic Districts and Historic Sites* (dated June 19, 2009).
See city website: www.parkcity.org/citydepartments/planning/packetsandagendas.html
Exhibit I: Draft Resolution

Exhibit A - Proposed amendments to Title 15, Chapter 1

TITLE 15 - LAND MANAGEMENT CODE CHAPTER 1 - GENERAL PROVISIONS AND PROCEDURES

15-1 -8. REVIEW PROCEDURE UNDER THE CODE.

- (A) No Building Permit shall be valid for any Building project unless the plans for the proposed Structure have been submitted to and have been approved by the Planning, Engineering and Building Departments.
- (B) No new Use shall be valid on any Property within the City unless the Use is allowed.
- (C) No Subdivision shall be valid without preliminary approval of the Planning Commission and final approval by the City Council with all conditions of approval completed.
- (D) Proposals submitted to the Planning Department must be reviewed according to the type of Application filed. Unless otherwise provided for in this LMC, only one (1) Application per type, per Property, will be accepted and processed at a time.
- (E) The Planning, Engineering and Building Departments review all Allowed Uses, Administrative Lot Line Adjustments, Administrative Permits, and Administrative Conditional Use permits.
- (F) Projects in the Historic Districts and Historic Structures Sites outside the Historic Districts are subject to design review under the ~~Historic District~~ Design Guidelines for Historic Districts and Historic Sites.
- (G) Conditional Uses and Master Planned Developments are initially reviewed by staff and submitted to the Planning Commission for review, final permitting and approval.
- (H) Subdivisions and Plat Amendments are initially reviewed by the Planning Commission and submitted to the City Council for final approval.
- (I) Variances, Special Exceptions, Non-Conforming Uses and Non-Complying Structures are reviewed by the Board of Adjustment.
- (J) No review may occur until all applicable fees have been paid. Final approval is not effective until all other fees including engineering fees have been paid, and following applicable staff review.

RECOMMENDATION (y) and FINAL ACTION (X) and APPEAL (z)					
	Planning Director Department	HPB	Board of Adjustment	Planning Commission	City Council
Allowed	X				
Allowed-	X	z			

Historic					
Administrative Permits	X			z	
Conditional Use				X	z
Conditional Use Admin.	X			z	
MPD				X	z
Non-Conforming Use			X		
Plat Amendment				y Recommendation to CC	X
Variance/Special Exception			X		
Subdivision				y Recommendation to CC	X
Annexation and Zoning				y Recommendation to CC	X
Zoning Appeal			X		
LMC Amendments				y Recommend to CC	X

*All Applications are filed with the Planning Department. Planning Department staff makes a recommendation to the appropriate decision making body (X).

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

15-1 -9. ALLOWED USE REVIEW PROCESS.

(A) An Applicant must file a Complete Application, using the forms established by the Planning Department, and include payment of all fees. On any Application to construct a Building or other Improvement to Property which is defined by this Code as an Allowed Use in the Zone in which the Building is proposed, the Planning Department must review the Application to determine whether the proposal:

- (1) is an Allowed Use within the zone for which it is proposed;
- (2) complies with all applicable Development requirements of that zone, including Building Height, Setback, Front, Side, and Rear Yards, and Lot coverage;
- (3) respects Lot Lines of a legally subdivided Lot;
- (4) meets the applicable parking requirements;

(5) conforms to the Park City Architectural Design Guidelines and/or the ~~Historic District~~ Design Guidelines for Historic Districts and Historic Sites, and the architectural review process established for that zone;

(6) can be adequately serviced by roads, and existing or proposed utility systems or lines; and

(7) pertains to land in which all tax assessments have been paid.

(B) If approved by the Planning Department Planning Staff, the plans must be forwarded to the Engineering Department and Building Department. The plans shall be reviewed for Building Code compliance and permit issuance procedures. Approval of Allowed Uses must be noted by the issuance of a Building Permit in compliance with the provisions of the Uniform Building Code, as adopted by Park City.

(C) If the Application does not comply with the requirements of the zone, the Planning Department shall notify the Owner of the project or his Agent, if any, stating specifically what requirements of the zone have not been satisfied, and also stating whether the project could be reviewed as submitted as a Conditional Use for that zone.

(D) **DISCLAIMER.** No permit issued shall be valid if any of the criteria listed in this section has not been met.

(Amended by Ord. No. 06-22)

15-1 -18. APPEALS AND RECONSIDERATION PROCESS.

(A) **STAFF.** Any decision by either the Planning Director or Planning Staff regarding Application of this LMC to a Property may be appealed to the Planning Commission. Appeals of decisions regarding the ~~Historic District~~ Design Guidelines for Historic Districts and Historic Sites shall be reviewed by the Historic Preservation Board as described in 15-11-11~~(D)~~ 12(E). All appeals must be filed with the Planning Department within ten (10) days of Final Action.

There shall be no additional notice for appeal of the staff determination other than listing the matter on the agenda, unless notice of the staff review was provided in which case the same notice must be given for the appeal.

(B) **HISTORIC PRESERVATION BOARD (HPB).** Final Actions by the Historic Preservation Board may be appealed to the Board of Adjustment.

(C) **PLANNING COMMISSION.** Final Actions by the Planning Commission on appeals of Staff action may be appealed to the Board of Adjustment. Final Action by the Planning Commission on Conditional Use permits and Master Planned Developments (MPDs) involving City Development may be appealed to the Board of Adjustment at the City Council's request. All other Final Action by the Planning Commission concerning Conditional Use permits and MPDs may be appealed to the City Council. Only those decisions in which the Planning Commission has applied

a land Use ordinance to a particular Application, Person, or Parcel may be appealed to an appeal authority.

(D) **STANDING TO APPEAL.** The following has standing to appeal a Final Action:

- (1) Any Person who submitted written comment or testified on a proposal before the Planning Department, Historic Preservation Board or Planning Commission;
- (2) The Owner of any Property within three hundred feet (300') of the boundary of the subject site;
- (3) Any City official, Board or Commission having jurisdiction over the matter; and
- (4) The Owner of the subject Property.

(E) **TIMING.** All appeals must be made within ten (10) calendar days of the Final Action. The reviewing body, with the consultation of the appellant, shall set a date for the appeal. All appeals shall be heard by the reviewing body within forty-five (45) days of the date that the appellant files an appeal unless all parties, including the City, stipulate otherwise.

(F) **FORM OF APPEALS.** Appeals to the Planning Commission, Board of Adjustment, or Historic Preservation Board must be filed with the Planning Department. Appeals to the City Council must be filed with the City Recorder. Appeals must be by letter or petition, and must contain the name, address, and telephone number of the petitioner; his or her relationship to the project or subject Property; and must have a comprehensive statement of all the reasons for the appeal, including specific provisions of the law, if known, that are alleged to be violated by the action taken. The Appellant shall pay the applicable fee established by resolution when filing the appeal. The Appellant shall present to the appeal authority every theory of relief that it can raise in district court. The Appellant shall provide required envelopes within fourteen (14) days of filing the appeal.

(G) **BURDEN OF PROOF AND STANDARD OF REVIEW.** The appeal authority shall act in a quasi-judicial manner. The appellant has the burden of proving that the land Use authority erred. Except for appeals to the Board of Adjustment, the appeal authority shall review factual matters de novo and it shall determine the correctness of a decision of the land Use authority in its interpretation and application of the land Use ordinance. Appeals to the Board of Adjustment will review factual matters for correctness and determine the correctness of a decision of the land Use authority in its interpretation and application of the land Use ordinance. The scope of review of the Board of Adjustment is limited to issues brought to the land Use authority below.

(H) **WRITTEN FINDINGS REQUIRED.** ~~The appellate body~~ appeal authority shall direct staff to prepare detailed written Findings of Fact, Conclusions of Law and the Order.

- ~~(1) Findings of Fact, which explain and support the Staff decision;~~
- ~~(2) Conclusions as to how a contrary decision would violate the provisions of this LMC, other City ordinances, or applicable state or federal laws or regulations.~~

(I) **CITY COUNCIL ACTION ON APPEALS.**

- (1) The City Council, with the consultation of the appellant, shall set a date for the appeal.
- (2) The City Recorder shall notify the Owner of the appeal date. The City Recorder shall obtain the findings, conclusions and all other pertinent information from the Planning Department and shall transmit them to the Council.
- (3) The City Council may affirm, reverse, or affirm in part and reverse in part any properly appealed decision of the Planning Commission. The City Council may remand the matter to the appropriate body with directions for specific Areas of review or clarification. City Council review of petitions of appeal shall be limited to consideration of only those matters raised by the petition(s), unless the Council by motion, enlarges the scope of the appeal to accept information on other matters.
- (4) Staff must prepare written findings within fifteen (15) working days of the City Council vote on the matter.

(J) **CITY COUNCIL CALL-UP.** Within fifteen (15) calendar days of Final Action on any project, the City Council, on its own motion, may call up any Final Action taken by the Planning Commission or Planning Director for review by the Council. Call-ups involving City Development may be heard by the Board of Adjustment at the City Council's request. The call-up shall require the majority vote of the Council. Notice of the call-up shall be given to the Chairman of the Commission and/or Planning Director by the Recorder, together with the date set by the Council for consideration of the merits of the matter. The Recorder shall also provide notice as required by Section 15-1 -12 herein. In calling a matter up, the Council may limit the scope of the call-up hearing to certain issues, and need not take public input at the hearing. The City Council, with the consultation of the Applicant, shall set a date for the call-up. The City Recorder shall notify the Applicant of the call-up date. The City Recorder shall obtain the findings, and all other pertinent information and transmit them to the Council.

(K) **NOTICE.** Notice of all appeals to City Council or call-ups shall be given by:

- (1) Publishing the matter once at least seven (7) days prior to the hearing in a newspaper having general circulation in Park City; and
- (2) By mailing courtesy notice seven (7) days prior to the hearing to all parties who received mailed courtesy notice for the original action. The City Recorder shall provide noticing for Council call-ups.

(L) **STAY OF APPROVAL PENDING REVIEW OF APPEAL.** Upon the filing of an appeal, any approval granted by the Planning Commission will be suspended until the City Council has acted on the appeal.

(M) **APPEAL FROM THE CITY COUNCIL.** The Applicant or any Person aggrieved by City action on the project may appeal from the Final Action by the City Council affecting the project to a court of competent jurisdiction. The decision of the Council stands, and those affected by the

decision may act in reliance on it unless and until the court enters an interlocutory or final order modifying the decision.

(N) **RECONSIDERATION.** The City Council, and any Board or Commission, may reconsider at any time any legislative decision upon an affirmative vote of a majority of that body. The City Council, and any Board or Commission, may reconsider any quasi-judicial decision upon an affirmative vote of a majority of that body at any time prior to Final Action. Any action taken by the deciding body shall not be reconsidered or rescinded at a special meeting unless the number of members of the deciding body present at the special meeting is equal to or greater than the number of members present at the meeting when the action was approved.

(P) No participating member of the appeal panel may entertain an appeal in which he or she acted as the land Use authority.

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

15-1 -21. NOTICE MATRIX.

NOTICE MATRIX			
ACTION:	POSTED:	COURTESY MAILING:	PUBLISHED:
Zoning and Rezoning	14 days prior to each hearing before the Planning Commission and City Council	14 days to each affected entity.	Once 14 days prior to each hearing before the Planning Commission and City Council.
LMC Amendments	14 days prior to each hearing before the Planning Commission and City Council.	14 days to each affected entity.	Once 14 days prior to each hearing before the Planning Commission and City Council.
General Plan Amendments	14 days prior to each hearing before the Planning Commission and City Council.	14 days to each affected entity.	Once 14 days prior to each hearing before the Planning Commission and City Council.
Master Planned Developments (MPD)	14 days prior to the hearing before the Planning Commission.	14 days prior to the hearing before the Planning Commission, to Owners within 300 ft.	Once 14 days prior to the hearing before the Planning Commission.

Appeals of Planning Director, Historic Preservation Board, or Planning Commission decisions, including City Council Call-Up	7 days prior to the date set for the appeal or call-up hearing.	To all parties who received mailed notice for the original Administrative or Planning Commission hearing 7 days prior to the hearing.	Once 7 days before the date set for the appeal or call-up hearing.
Conditional Use Permit	14 days prior to the hearing before the Planning Commission.	14 days prior to the hearing before the Planning Commission, to Owners within 300 ft.	Once 14 days prior to the hearing before the Planning Commission.
Administrative Conditional Use Permit	The Property shall be posted 10 days prior to Final Action.	10 days prior to Final Action, to adjacent Property Owners.	No published notice required.
Administrative Permit	The Property shall be posted 10 days prior to Final Action.	10 days prior to Final Action, to adjacent affected Property Owners.	No published notice required.
Variance Requests, Non-conforming Use Modifications and Appeals to Board of Adjustment	14 days prior to the hearing before the Board of Adjustment.	14 days prior to the hearing before the Board of Adjustment, to owners within 300 ft.	Once 14 days prior to hearing before the Board of Adjustment.
Certificate of Appropriateness for Demolition (CAD)	45 days on the Property upon refusal of the City to issue a CAD; 14 days prior to the hearing before the Historic Preservation Board.	14 days prior to the hearing before the Historic Preservation Board, to Owners within 300 ft.	Once 14 days prior to the hearing before the Historic Preservation Board.
<u>Determination of Historic Significance Designation of Sites to the Historic Sites Inventory</u>	Once 7 days prior to hearing before the Historic Preservation Board.	-----	Once 7 days prior to hearing before the Historic Preservation Board.

Historic District or Historic Site Design Review	<u>First Posting:</u> The Property shall be posted for a 10 <u>14</u> day period once Staff's preliminary determination of compliance has been reached. <u>a Complete Application has been received</u> Other posted legal notice not required. <u>Second Posting:</u> For a <u>14 day period once the Planning Department has determined the proposed Development complies or does not comply with the Design Guidelines for Historic Districts and Historic Sites.</u> Other posted legal notice not required.	<u>First Mailing:</u> To Owners of adjoining Property within 100 ft. once Staff's preliminary determination of compliance has been reached, <u>a Complete Application has been received, establishing a 14 day period in which written public comment on the Application may be taken.</u> <u>Second Mailing:</u> To Owners within 100 ft. and individuals who provided written comment on the Application during the 14 day public comment period. The second mailing occurs after a 45 day period in which the Planning Department determines the proposed Development complies or does not comply with the Design Guidelines for Historic Districts and Historic Sites, establishing a 10 day period in which Staff's <u>the Planning Department's</u> decision may be appealed.	See appeals from Planning Director, Historic Preservation Board, Planning Commission, including City Council Call-Up. Section 15-1-18.
Annexations	Varies, depending on number of Owners and current State law. Consult with the Legal Department.		
Termination of Project Applications	-----	Mailed Notice: To Owner/Applicant and certified Agent by certified mail 14 days prior to the Planning Director's termination and closure of files.	-----
Lot Line Adjustments: Between 2 Lots without a plat amendment.	-----	To Owners within 300 ft. at time of initial Application for Lot line adjustment. Need consent letters, as described on the Planning	-----

		Department Application form, from adjacent Owners.	
Preliminary and Final Subdivision Plat Applications	14 days prior to the hearing before the Planning Commission.	14 days prior to the hearing before the Planning Commission, to Owners within 300 ft.	Once 14 days prior to the hearing before the Planning Commission.
Condominium Applications; Record of Survey Plats	14 days prior to the hearing before the Planning Commission.	14 days prior to the hearing before the Planning Commission, to Owners within 300 ft.	Once 14 days prior to the hearing before the Planning Commission.
Record of Survey Amendments	14 days prior to the hearing.	14 days prior to the hearing, to Owners within 300 ft.	Once 14 days prior to the hearing.
Subdivision Plat Amendments	14 days prior to the hearing.	14 days prior to the hearing, to Owners within 300 ft.	Once 14 days prior to the hearing.
Vacating or Changing a Street	-----	14 days prior to the hearing before the City Council, to Owners within 300 ft. and to affected entities.	Once a week for 4 consecutive weeks prior to the hearing before the City Council.
Note: For all Applications, notice will be given to the Applicant of date, time, and place of the public hearing and public meeting to consider the Application and of any Final Action on a pending Application. Appendix A – Official Zoning Map (Refer to the Planning Department)			

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

Exhibit B - Proposed amendments to Title 15, Chapters 2.1-HRL, 2.2-HR-1, 2.3 HR-2, 2.4-HRM, 2.5-HRC and 2.6-HCB

**TITLE 15 - LAND MANAGEMENT CODE
CHAPTER 2.1 HISTORIC RESIDENTIAL-LOW DENSITY (HRL) DISTRICT**

15-2.1-8. ARCHITECTURAL REVIEW.

~~(A) — **REVIEW.** Prior to the issuance of a Building Permit, including footing and foundation, for any Conditional or Allowed Use within this District, the Planning Department shall review the proposed plans for compliance with Historic District Design Guidelines.~~

~~(B) — **NOTICE TO ADJACENT PROPERTY OWNERS.** When the Planning Department determines that proposed Development plans comply with the Historic District Design Guidelines, the Staff shall post the Property and provide written notice to Owners immediately adjacent to the Property directly abutting the Property and across Public Streets and/or Rights of Way.~~

~~The notice shall state that the Planning Department staff has made a preliminary determination finding that the proposed plans comply with the Historic District Design Guidelines, Chapter 15-5.~~

~~(C) — **APPEALS.** The posting and notice shall include the location and description of the proposed Development project and shall establish a ten (10) day period to appeal the Staff's determination of compliance to the Historic Preservation Board. Appeals must be written and shall contain the name, address, and telephone number of the petitioner, his or her relationship to the project and the Design Guidelines or code provisions violated by the Staff determination.~~

Prior to issuance of a Building Permit for any Conditional or Allowed Use, the Planning Department shall review the proposed plans for compliance with the Design Guidelines for Historic Districts and Historic Sites, Historic Preservation LMC Chapter 15-11, and Architectural Review LMC Chapter 15-5.

Appeals of departmental actions on compliance with the Design Guidelines for Historic Districts and Historic Sites, LMC Chapter 15-11, and LMC Chapter 15-5 are heard by the Historic Preservation Board [as outlined in 15-1-18 of the Code.](#)

(Amended by Ord. Nos. 06-56; 09-10)

**TITLE 15 - LAND MANAGEMENT CODE (LMC) CHAPTER 2.2 -
HISTORIC RESIDENTIAL (HR-1) DISTRICT**

15-2.2-8. ARCHITECTURAL REVIEW.

~~(A) — **REVIEW.** Prior to the issuance of a Building Permit, including footing and foundation, for any Conditional or Allowed Use within this District, the Planning Department shall review the proposed plans for compliance with Historic District Design Guidelines.~~

~~(B) — **NOTICE TO ADJACENT PROPERTY OWNERS.** When the Planning Department~~

determines that proposed Development plans comply with the Historic District Design Guidelines, the Staff shall post the Property and provide written notice to Owners immediately adjacent to the Property, directly abutting the Property and across Public Streets and/or Rights of Way.

The notice shall state that the Planning Department staff has made a preliminary determination finding that the proposed plans comply with the Historic District Design Guidelines.

(C) — **APPEALS**. The posting and notice shall include the location and description of the proposed Development project and shall establish a ten (10) day period to appeal Staff's determination of compliance to the Historic Preservation Board. Appeals must be written and shall contain the name, address, and telephone number of the petitioner, his or her relationship to the project and the Design Guidelines or Code provisions violated by the Staff determination.

Prior to issuance of a Building Permit for any Conditional or Allowed Use, the Planning Department shall review the proposed plans for compliance with the Design Guidelines for Historic Districts and Historic Sites, Historic Preservation LMC Chapter 15-11, and Architectural Review LMC Chapter 15-5.

Appeals of departmental actions on compliance with the Design Guidelines for Historic Districts and Historic Sites, LMC Chapter 15-11, and LMC Chapter 15-5 are heard by the Historic Preservation Board as outlined in 15-1-18 of the Code.

(Amended by Ord. No. 06-56)

TITLE 15 - LAND MANAGEMENT CODE (LMC) CHAPTER 2.3 - HISTORIC RESIDENTIAL (HR-2) DISTRICT

15-2.3-11. ARCHITECTURAL REVIEW.

(A) — **REVIEW**. Prior to the issuance of a Building Permit for any Conditional or Allowed Use within this district, the Planning Department must review the proposed plans for compliance with the Historic District Design Guidelines.

(B) — **NOTICE TO ADJACENT PROPERTY OWNERS**. When the Planning Department determines that proposed Development plans comply with the Historic District Design Guidelines, the Staff shall post the Property and provide written notice to Owners immediately adjacent to the Property directly abutting the Property and across Public Streets and/or Rights of Way.

The notice shall state that the Planning Department staff has made a preliminary determination finding that the proposed plans comply with the Historic District Design Guidelines.

(C) — **APPEALS**. The posting and notice shall include the location and description of the proposed Development project and shall establish a ten (10) day period to appeal Staff's determination of compliance to the Historic Preservation Board. Appeals must be written and shall contain the name, address, and telephone number of the petitioner, his or her relationship to the project and the Design Guidelines or Code provisions violated by the Staff determination.

Prior to issuance of a Building Permit for any Conditional or Allowed Use, the Planning Department shall review the proposed plans for compliance with the Design Guidelines for Historic Districts and Historic Sites, Historic Preservation LMC Chapter 15-11, and Architectural Review LMC Chapter 15-5.

Appeals of departmental actions on compliance with the Design Guidelines for Historic Districts and Historic Sites, LMC Chapter 15-11, and LMC Chapter 15-5 are heard by the Historic Preservation Board as outlined in 15-1-18 of the Code.

(Amended by Ord. Nos. 06-56; 09-10)

TITLE 15 - LAND MANAGEMENT CODE (LMC) CHAPTER 2.4 - HISTORIC RESIDENTIAL - MEDIUM DENSITY (HRM) DISTRICT

15-2.4-10. ARCHITECTURAL REVIEW.

~~(A) — **REVIEW.** Prior to the issuance of a Building Permit for any Conditional or Allowed Use, the Planning Department must review the proposed plans for compliance with Historic District Design Guidelines.~~

~~(B) — **NOTICE TO ADJACENT PROPERTY OWNERS.** When the Planning Department determines that proposed Development plans comply with the Historic District Design Guidelines, the Staff shall post the Property and provide written notice to Owners immediately adjacent to the Property, directly abutting the Property and across Public Streets and/or Rights of Way.~~

~~The notice shall state that the Planning Department staff has made a preliminary determination finding that the proposed plans comply with the Historic District Design Guidelines.~~

~~(C) — **APPEALS.** The posting and notice shall include the location and description of the proposed Development project and shall establish a ten (10) day period to appeal Staff's determination of compliance to the Historic Preservation Board. Appeals must be written and shall contain the name, address, and telephone number of the petitioner, his or her relationship to the project and the Design Guidelines or Code provisions violated by the Staff determination.~~

Prior to issuance of a Building Permit for any Conditional or Allowed Use, the Planning Department shall review the proposed plans for compliance with the Design Guidelines for Historic Districts and Historic Sites, Historic Preservation LMC Chapter 15-11, and Architectural Review LMC Chapter 15-5.

Appeals of departmental actions on compliance with the Design Guidelines for Historic Districts and Historic Sites, LMC Chapter 15-11, and LMC Chapter 15-5 are heard by the Historic Preservation Board as outlined in 15-1-18 of the Code.

(Amended by Ord. No. 06-69)

**TITLE 15 - LAND MANAGEMENT CODE (LMC) CHAPTER 2.5 -
HISTORIC RECREATION COMMERCIAL (HRC) DISTRICT**

15-2.5-7. ARCHITECTURAL REVIEW.

(A) — ~~**REVIEW.**~~ Prior to issuance of a Building Permit for any Conditional or Allowed Use, the Planning Department must review the proposed plans for compliance with the Historic District Design Guidelines.

(B) — ~~**NOTICE TO ADJACENT PROPERTY OWNERS.**~~ When the Planning Department determines that proposed Development plans comply with the Historic District Design Guidelines, the Staff shall post the Property and provide written notice to Owners immediately adjacent to the Property, directly abutting the Property, and across Public Streets and/or Rights-of-Way.

The notice shall state that the Planning Department staff has made a preliminary determination finding that the proposed plans comply with the Historic District Design Guidelines.

(C) — ~~**APPEALS.**~~ The posting and notice shall include the location and description of the proposed Development project and shall establish a ten (10) day period to appeal staff's determination of compliance to the Historic Preservation Board. Appeals must be written and shall contain the name, address, and telephone number of the petitioner, his or her relationship to the project and the Design Guidelines or Code provisions violated by the Staff determination.

Prior to issuance of a Building Permit for any Conditional or Allowed Use, the Planning Department shall review the proposed plans for compliance with the Design Guidelines for Historic Districts and Historic Sites, Historic Preservation LMC Chapter 15-11, and Architectural Review LMC Chapter 15-5.

Appeals of departmental actions on compliance with the Design Guidelines for Historic Districts and Historic Sites, LMC Chapter 15-11, and LMC Chapter 15-5 are heard by the Historic Preservation Board [as outlined in 15-1-18 of the Code.](#)

(Amended by Ord. No. 06-69)

**TITLE 15 - LAND MANAGEMENT CODE (LMC) CHAPTER 2.6 -
HISTORIC COMMERCIAL BUSINESS (HCB) DISTRICT**

15-2.6-6. ARCHITECTURAL REVIEW.

(A) — ~~**REVIEW.**~~ Prior to issuance of a Building Permit for any Conditional or Allowed Use, the Planning Department must review the proposed plans for compliance with the Historic District Design Guidelines, LMC Chapter 15-5.

(B) — ~~**NOTICE TO ADJACENT PROPERTY OWNERS.**~~ When the Planning Department determines that proposed Development plans comply with the Historic District Design Guidelines,

~~the Staff shall post the Property and provide written notice to Owners immediately adjacent to the Property, directly abutting the Property and across Public Streets and/or Rights of Way.~~

~~The notice shall state that the Planning Department Staff has made a preliminary determination finding that the proposed plans comply with the Historic District Design Guidelines.~~

~~(C) — **APPEALS.** The posting and notice shall include the location and description of the proposed Development project and shall establish a ten (10) day period to appeal Staff's determination of compliance to the Historic Preservation Board. Appeals must be written and shall contain the name, address, and telephone number of the petitioner, his or her relationship to the project and the Design Guidelines or Code provisions violated by the Staff determination.~~

Prior to issuance of a Building Permit for any Conditional or Allowed Use, the Planning Department shall review the proposed plans for compliance with the Design Guidelines for Historic Districts and Historic Sites, Historic Preservation LMC Chapter 15-11, and Architectural Review LMC Chapter 15-5.

~~(D) — Building Facades facing residential Property must be designed in such a manner that their presence is minimized through the Use of sound proofing, limited openings, and landscaping. No loading docks, service yards, detached mechanical equipment or trash dumpsters or compounds are permitted to be oriented towards residential Properties.~~

Appeals of departmental actions on compliance with the Design Guidelines for Historic Districts and Historic Sites, LMC Chapter 15-11, and LMC Chapter 15-5 are heard by the Historic Preservation Board [as outlined in 15-1-18 of the Code.](#)

(Amended by Ord. No. 06-69)

Exhibit C - Proposed amendments to Title 15, Chapter 5

TITLE 15 - LAND MANAGEMENT CODE (LMC) CHAPTER 5 - ARCHITECTURAL REVIEW

Chapter adopted by Ordinance No. 02-07

CHAPTER 5 - ARCHITECTURAL REVIEW

15-5 -1. POLICY AND PURPOSE.

As a community dependent upon the tourism industry, the atmosphere and aesthetic features of the community take on an economic value for the residents and Property Owners of Park City.

It is in the best interests of the general welfare of the community to protect the aesthetic values of the community through the elimination of those architectural styles, and those Building materials, which, by their nature, are foreign to this Area, and this climate, and therefore tend to detract from the appearance of the community.

Most of Park City's Main Street and many homes in Park City's older neighborhoods are-a listed on the National Register of Historic Places District as well as being locally designated as Historic Sites, which is a point of considerable importance to the tourism industry. New Development, while distinct from the surrounding Historic Sites Historic Districts, should not detract from it them. Park City is densely developed due to the shortage of level, buildable land.

The effect of one Development is felt on the community as a whole. It is the policy of the City to foster good design within the constraints imposed by climate, land ownership patterns, and a Compatible architectural theme.

It is also the intent of this section to encourage lighting practices and systems which will minimize light pollution, glare, and light trespass; conserve energy and resources while maintaining night time safety, utility, and security; and curtail the degradation of the night time visual environment.

It is recognized that the topography, atmospheric conditions and resort nature of Park City are unique and valuable to the community. The enjoyment of a starry night is an experience the community desires to preserve. The City of Park City, through the provisions herein contained, promotes the reduction of light pollution that interferes with enjoyment of the night sky.

(Amended by Ord. No. 06-56)

15-5 -2. HISTORIC DISTRICTS AND HISTORIC SITES.

All Uses within the Historic Districts and on Historic Sites outside the Historic Districts, both ~~permitted~~ Allowed and eConditional, are subject to design review by the Planning Department for compliance with the Architectural Design Guidelines for Historic Districts and Historic Sites adopted by the City Council in a resolution of ~~June 16, 1983~~ July 9, 2009. Those guidelines are incorporated into this Code by reference, but may be revised from time to time by resolution of the

City Council. Design review for all Uses, Allowed and Conditional, within the HRL, HR1, HR2, HRM, HRC, HCB districts, and Historic Sites located outside these districts is initially performed by the Planning Department as set forth in LMC chapter 15-11-12 HISTORIC DISTRICT AND HISTORIC SITE DESIGN REVIEW, with a right of appeal to the Historic Preservation Board. Review by the Historic Preservation Board is limited to matters of design compliance, with all functional review of Conditional Uses performed by the City staff. Decisions regarding design review may be reviewed by the City Council in the manner described in LMC Chapter 15-1.

(Amended by Ord. No. 06-56)

Exhibit D - Proposed amendments to Title 15, Chapter 11

TITLE 15 - LAND MANAGEMENT CODE

CHAPTER 11 - HISTORIC PRESERVATION

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- 15-11-~~14~~17. ~~CERTIFICATE OF APPROPRIATENESS FOR DEMOLITION
(CAD)~~
- 15-11-~~15~~18. PRE-HEARING APPLICATION REQUIREMENTS
- 15-11-~~16~~19. CAD HEARING

**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. No member may serve more than two (2) consecutive terms. 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) **CHAIRMAN.** The HPB shall elect one of its members to serve as Chairman for a term of one (1) year at its first meeting in March. The Chairman may be elected to serve for one (1) consecutive additional term, but not for more than two (2) successive terms. If the Chairman is absent from any meeting where a quorum would otherwise exist, the members may appoint a Chairman Pro Tem to act as Chairman 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 Chairman.

(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 Chairman may vote at the meetings.

(Amended by Ord. No. 07-34)

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 ~~diverse and harmonious architectural styles and design preferences reflecting phases of the City's unique historic character history~~ and to encourage ~~complimentary, contemporary~~ compatible design and construction through the creation, and periodic update, of comprehensive Historic District Design Guidelines for Park City's Historic Districts and Historic Sites, and update as necessary;

~~(B) To protect and enhance the City's Historic appeal to tourists and visitors;~~

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

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

~~(E) To promote the private and public Use of Buildings of Significance and Contributing Buildings, Structures, Sites/Areas or Objects;~~

~~(F)~~ (D) To ~~make recommendations to the Planning Commission and City Council on policies and~~ ordinances that may encourage Historic preservation;

~~(G)~~(E) To communicate and promote the benefits of Historic preservation for the education, prosperity, and general welfare of ~~the people~~ residents, visitors and tourists;

~~(H)~~—To provide input to staff, Planning Commission, and City Council on matters concerning the overall Development of the City's Historic preservation program;

~~(I)~~(F) To make recommendations to the City Council on the Development of, and to administer, all City-sponsored preservation incentive programs, either public or private, to encourage the preservation of the City's historic resources;

(G) To administer all City-sponsored preservation incentive programs;

~~(J)~~(H) To review all appeals on action taken by the Planning Department regarding compliance with the ~~Historic District~~ Design Guidelines for Park City's Historic Districts and Historic Sites; and

~~(K)~~(I) To review and take action on all ~~determination of Historic preservation~~ designation of Sites to the Historic Sites Inventory Applications submitted to the City.

15-11-6. ADDITIONAL DUTIES.

In addition to the powers set forth in Section 15-11-5, the HPB may, at the direction of the City Council:

(A) Participate in the design review of any City-owned projects located within the designated Historic District.

(B) Recommend to the City Council the purchase of interests in Property for purposes of preserving the City's cultural resources.

~~(C)~~—Investigate and report to the City Council on the Use of Federal, State, local, or private funding sources and mechanisms available to promote the preservation of the City's cultural resources.

~~(D)~~(C) Recommend to the Planning Commission and the City Council zoning boundary changes for the district to preserve the historical integrity of the Area. Subdivision, Conditional Uses and planned unit Development Applications must continue to be acted upon by the Planning Commission.

~~(E)~~—Recommend to the Planning Commission and the City Council changes to the Park City Land Management Code to reinforce the purpose of Historic preservation.

~~(F)~~(D) Provide advice and guidance on request of the Property Owner or occupant on the construction, restoration, alteration, decoration, landscaping, or maintenance of any cultural resource, Historic Site, and Property within the Historic District, or neighboring Property within a two (2) block radius of the Historic District.

15-11-7. LIMITATIONS.

The HPB has no authority to waive or increase any requirement of any ordinance of the City.

15-11-8. STAFF ASSISTANCE.

The City may, subject to the approval of the City Manager, provide staff and/or the HPB with such assistance from:

- (A) Utah Heritage Foundation.
- (B) National Trust for Historic Preservation.
- (C) Utah State Division of History.
- (D) Park City Historical Society.
- (E) American Institute of Architects (AIA)
- (F) The National Alliance of Preservation Commissions.
- (G) American Planning Association.

(Amended by Ord. No. 06-35)

15-11-9. PRESERVATION POLICY.

It is deemed to be in the interest of the citizens of Park City, as well as the State of Utah, to encourage the preservation of Buildings, Structures, and Sites of Historic Significance in Park City. These Buildings, Structures and Sites are among the City's most important cultural, educational, and economic assets. In order that they are not lost through neglect, Demolition, expansion or change within the City, the preservation of ~~the remaining Historic Sites, Buildings, and Structures and Site of Historic or community Significance~~ Historic Sites, Buildings, and Structures is required ~~based on the level of Significance~~. This section is intended to provide an incentive for identification and preservation of Historic Buildings, Structures or Sites that may occur within the Park City Historic District, as well as those that may be located outside the Historic District.

(A) **HISTORIC PRESERVATION PLAN.** The Planning Department is authorized to require that Developers prepare a Historic Preservation Plan as a condition of approving an Application for a Building project that affects a Historic Structure, Site or Object. The Planning Director and the Chief Building Official, or their designees, must approve the Historic Preservation Plan.

(B) **GUARANTEE REQUIRED.** The Planning Department is also authorized to require that the Applicant provide the City with a financial Guarantee to ensure compliance with the conditions and terms of the Historic Preservation Plan.

(C) **TERMS OF GUARANTEE.** The Guarantee shall be similar in form to other Guarantees required by this title and shall consist of an Escrow deposit, a cash deposit with the City, a letter of

credit or some combination of the above as approved by the City, including but not limited to a lien on the Property.

(D) **AMOUNT OF THE GUARANTEE.** The amount of the Guarantee shall be determined by the Chief Building Official, or his designees. The Building and Planning Departments shall develop standardized criteria to be used when determining the amount of the Historic preservation Guarantee. Such amount may include additional cost or other penalties for the destruction of Historic material(s).

(E) **EFFECT OF NON-COMPLIANCE.** If the Developer does not comply with the terms of the Historic Preservation Plan as determined by the Chief Building Official and the Planning Director, or their designees, the City shall have the right to keep the funds of the Guarantee, including the ability to refuse to grant the Certificate of Occupancy and resulting in the requirement to enter into a new Historic Preservation Plan and Guarantee. The funds of the Guarantee shall be used, in the City's discretion, for Historic preservation projects within the City.

(F) **RELEASE OF GUARANTEE.** The Guarantee shall not be released prior to the issuance of the final Certificate of Occupancy or at the discretion of the Chief Building Official and Planning Director, or their designees, based on construction progress in compliance with the Historic Preservation Plan.

(Amended by Ord. No. 09-09)

15-11-12 10. PARK CITY HISTORIC SITES INVENTORY

The Historic Preservation Board may designate Sites to the Historic Sites Inventory as a means of providing recognition to and encouraging the Preservation of Historic Sites in the community.

(A) CRITERIA FOR DESIGNATING SITES TO THE PARK CITY HISTORIC SITES INVENTORY.

(1) **LANDMARK SITE.** Any Buildings (main, attached, detached or public), Accessory Buildings, and/or Structures may be designated to the Historic Sites Inventory as a Landmark Site if the Planning Department finds it meets all the criteria listed below:

(a) It is at least fifty (50) years old or has achieved Significance in the past fifty (50) years if the Site is of exceptional importance to the community; and

(b) It retains its Historic Integrity in terms of location, design, setting, materials, workmanship, feeling and association as defined by the National Park Service for the National Register of Historic Places; and

(c) It is significant in local, regional or national history, architecture, engineering or culture associated with at least one (1) of the following:

(i) an era that has made a significant contribution to the broad patterns of our history,

(ii) The lives of Persons significant in the history of the community, state, region, or nation, or

(iii) The distinctive characteristics of type, period, or method of

construction or the work of a notable architect or master craftsman.

(2) **SIGNIFICANT SITE.** Any Buildings (main, attached, detached or public), Accessory Buildings, and/or Structures may be designated to the Historic Sites Inventory as a Significant Site if the Planning Department finds it meets all the criteria listed below:

(a) It is at least fifty (50) years old or has achieved Significance in the past fifty (50) years if the Site is of exceptional importance to the community; and

(b) It retains its Essential Historical Form, meaning there are no major alterations that have destroyed the Essential Historical Form. Major alterations that destroy the essential historical form include:

(i) Changes in pitch of the main roof of the primary façade if 1) the change was made after the Period of Historic Significance; 2) the change is not due to any structural failure; or 3) the change is not due to collapse as a result of inadequate maintenance on the part of the Applicant or a previous Owner, or

(ii) Addition of upper stories or the removal of original upper stories occurred after the Period of Historic Significance, or

(iii) Moving it from its original location to a Dissimilar Location ~~to the original~~, or

(iv) Addition(s) that significantly obscures the Essential Historical Form when viewed from the primary public Right-of-Way.

(c) It is important in local or regional history, architecture, engineering or culture associated with at least one (1) of the following:

(i) An era of Historic importance to the community, or

(ii) Lives of Persons who were of Historic importance to the community, or

(iii) Noteworthy methods of construction, materials, or craftsmanship used during the Historic period.

(3) Any Development involving the Reconstruction of a Landmark Site or a Significant Site that is executed pursuant to section 15-11-15 of this Code shall remain on the Park City Historic Sites Inventory and shall be listed as a Significant Site.

(B) PROCEDURE FOR DESIGNATING SITES TO THE PARK CITY HISTORIC SITES INVENTORY.

The Planning Department shall maintain an inventory of Historic Sites. It is hereby declared that all Buildings (main, attached, detached or public), Accessory Buildings, and/or Structures within Park City, which comply with the criteria found in sections 15-11-~~12~~10(A)(1) or 15-11- ~~12~~ 10(A)(2) are determined to be on the Park City Historic Sites Inventory.

Any Owner of a Building (main, attached, detached or public), Accessory Building, and/or

Structure may nominate it/them for listing in the Park City Historic Sites Inventory. The Planning Department may nominate a Building (main, attached, detached or public), Accessory Building, and/or Structure for listing in the Park City Historic Sites Inventory. The nomination and designation procedures are as follows:

- (1) **COMPLETE APPLICATION.** The Application shall be on forms as prescribed by the City and shall be filed with the Planning Department. Upon receiving a Complete Application for designation, the Planning staff shall schedule a hearing before the Historic Preservation Board within thirty (30) days.
- (2) **NOTICE.** Prior to taking action on the Application, the Planning staff shall provide public notice pursuant to section 15-1-21 of this Code.
- (3) **HEARING AND DECISION.** The Historic Preservation Board will hold a public hearing and will review the Application for compliance with the "Criteria for Designating Historic Sites to the Park City Historic Sites Inventory". If the Historic Preservation Board finds that the Application complies with the criteria set forth in section 15-11-42 10(A)(1) or section 15-11-42 10(A)(2) the Building (main, attached, detached or public), Accessory Building and/or Structure will be added to the Historic Sites Inventory. The HPB shall forward a copy of its written findings to the Owner and/or Applicant.
- (4) **APPEAL.** The Applicant or any party participating in the hearing may appeal the Historic Preservation Board decision to the Board of Adjustment pursuant to Section 15-10-7 of this Code. Appeal requests shall be submitted to the Planning Department within ten (10) days of Historic Preservation Board final action. Notice of pending appeals shall be made pursuant to Section 15-1-21 of this Code. Appeals shall be considered only on the record made before the Historic Preservation Board.

(C) REMOVAL OF A SITE FROM THE PARK CITY HISTORIC SITES INVENTORY. The Historic Preservation Board may remove a Site from the Historic Sites Inventory. Any Owner of a Site listed on the Park City Historic Sites Inventory may submit an Application for the removal of his/her Site from the Park City Historic Sites Inventory. The Planning Department may submit an Application for the removal of a Site from the Park City Historic Sites Inventory. The criteria and procedures for removing a Site from the Park City Historic Sites Inventory are as follows:

- (1) **CRITERIA FOR REMOVAL.**
 - (a) The Site no longer meets the criteria set forth in 15-11-42 10(A)(1) or 15-11-42 10(A)(2) because the qualities that caused it to be originally designated have been lost or destroyed, or
 - (b) The Building (main, attached, detached or public), Accessory Building, and/or Structure on the Site have been demolished and will not be reconstructed, or
 - (c) Additional information indicates that the Building, Accessory Building, and/or Structure on the Site do not comply with the criteria set forth in 15-11-42 10(A)(1) or 15-11-42 10(A)(2).
- (2) **PROCEDURE FOR REMOVAL.**

(a) **Complete Application.** The Application shall be on forms as prescribed by the City and shall be filed with the Planning Department. Upon receiving a complete Application for ~~designation removal~~, the Planning staff shall schedule a hearing before the Historic Preservation Board within thirty (30) days.

(b) **Notice.** Prior to taking action on the Application, the Planning staff shall provide public notice pursuant to section 15-1-21 of this Code.

(c) **Hearing and Decision.** The Historic Preservation Board will hear testimony from the Applicant and public and will review the Application for compliance with the "Criteria for Designating Historic Sites to the Park City Historic Sites Inventory". The HPB shall review the Application "de novo" giving no deference to the prior determination. The Applicant has the burden of proof in removing the Site from the inventory. If the HPB finds that the Application does not comply with the criteria set forth in section 15-11-~~4210~~(A)(1) or section 15-11-~~4210~~(A)(2) the Building (main, attached, detached or public) Accessory Building, and/or Structure will be removed from the Historic Sites Inventory. The HPB shall forward a copy of its written findings to the Owner and/or Applicant.

(d) **Appeal.** The Applicant or any party participating in the hearing may appeal the Historic Preservation Board decision to the Board of Adjustment pursuant to Section 15-10-7 of this Code. Appeal requests shall be submitted to the Planning Department within ten (10) days of the Historic Preservation Board decision. Notice of pending appeals shall be made pursuant to Section 15-1-21 of this Code. Appeals shall be considered only on the record made before the Historic Preservation Board and will be reviewed for correctness.

(Amended by Ord. No. 09-05)

15-11-~~40~~-11. DESIGN GUIDELINES FOR PARK CITY'S HISTORIC DISTRICTS AND HISTORIC SITES. DESIGN GUIDELINES.

The HPB shall promulgate and update as necessary ~~Historic District~~ Design Guidelines for Use in the Historic District zones; and for Historic Sites. These guidelines shall, upon adoption by resolution ~~or ordinance~~ by of the City Council, be used by the Planning Department staff in reviewing Historic District/Site design review Applications. The ~~Historic District~~ Design Guidelines for Park City's Historic Districts and Historic Sites shall address rehabilitation of existing Structures, additions to existing Structures, and the construction of new Structures. The Design Guidelines are incorporated into this Code by reference. From time to time, the HPB may recommend changes in the ~~Historic District~~ Design Guidelines for Park City's Historic Districts and Historic Sites to Council, provided that no changes in the guidelines shall take effect until adopted by a resolution of the City Council.

15-11-~~44~~-12. HISTORIC DISTRICT OR HISTORIC SITE DESIGN REVIEW.

~~(A)~~ The Planning Department shall review and approve, approve with conditions, or deny, all Historic District/Site design review Applications involving an Allowed or Conditional Use associated with a Building Permit to build, locate, construct, remodel, alter or modify any Building, Accessory Building, Structure, Site or other visible element, including but not limited to, signs,

lighting fixtures, and Fences located within the Park City Historic Districts or Historic Sites.

Prior to issuance of a Building Permit for any Conditional or Allowed Use, the Planning Department shall review the proposed plans for compliance with the Design Guidelines for Historic Districts and Historic Sites, LMC Chapter 15-11, and LMC Chapter 15-5. Whenever a conflict exists between the LMC and the Design Guidelines, the more restrictive provision shall apply to the extent allowed by law.

Appeals of departmental actions on compliance with the Design Guidelines for Historic Districts and Historic Sites, LMC Chapter 15-11, and LMC Chapter 15-5 are heard by the Historic Preservation Board.

(A) PRE-APPLICATION CONFERENCE.

(1) The Owner and/or Owner's representative shall be required to attend a pre-Application conference with representatives of the Planning and Building Departments for the purpose of determining the general scope of the proposed Development, identifying potential impacts of the Development that may require mitigation, providing information on City-sponsored incentives that may be available to the Applicant, and outlining the Application requirements.

(2) Each Application shall comply with all of the Design Guidelines for Historic Districts and Historic Sites unless the Planning Department determines, because of the scope of the proposed Development, that certain guidelines are not applicable. If the Planning Department determines certain guidelines do not apply to an Application, the Planning Department staff shall communicate, via electronic or written means, the information to the Applicant. It is the responsibility of the Applicant to understand the requirements of the Application.

(A)(B) COMPLETE APPLICATION.

(1) The Owner and/or Applicant for any Property shall be required to submit a Historic District/Site design review Application for proposed work requiring a Building Permit in order to complete the work.

(2) Planning Department staff shall review all Historic District design review Applications, including those associated with an Allowed or Conditional Use, which upon determining compliance with the guidelines, shall be approved by the department staff without HPB review or hearing.

(B)(C) NOTICE. Upon receipt of a Complete Application, but prior to taking action on any Historic District/Site design review Application, the Planning staff shall provide notice pursuant to Section 15-1-12 and 15-1-21 of this Code.

(C)(D) DECISION. Following the fourteen (14) day public comment notice period noted in Section 15-1-21 of this Code, Upon taking action on the Application, the Planning Department staff shall make, within forty-five (45) days, written findings, conclusions of law, and conditions of approval or reasons for denial, if any, supporting the decision and shall provide the Owner and/or Applicant with a copy. Staff shall also provide notice pursuant to Section 15-1-21 of the Code.

(1) Historic District/Site design review Applications shall be approved by the Planning Department staff upon determination of compliance with the Design Guidelines for Park City's Historic Districts and Historic Sites. If the Planning Department staff determines an Application does not comply with the Design Guidelines, the Application shall be denied.

(2) With the exception of any Application involving the Reconstruction of a Building, Accessory Building, and/or Structure on a Landmark Site, an Application associated with a Landmark Site shall be denied if the Planning Department finds that the proposed project will result in the Landmark Site no longer meeting the criteria set forth in 15-11-10(A)(1).

(3) An Application associated with a Significant Site shall be denied if the Planning Department finds that the proposed project will result in the Significant Site no longer meeting the criteria set forth in 15-11-10(A)(2).

~~(D)~~(E) **APPEALS**. The Owner, Applicant, or any Person with standing as defined in Section 15-1-18(D) of this Code may appeal any Planning ~~Director~~ Department decision made on a Historic District/Site design review Application to the ~~Planning Director~~ Historic Preservation Board.

All appeal requests shall be submitted to the Planning Department within ten (10) days of the decision. Appeals must be written and shall contain the name, address, and telephone number of the petitioner, his or her relationship to the project, and a comprehensive statement of the reasons for the appeal, including specific provisions of the Code and Design Guidelines, that are alleged to be violated by the action taken. All appeals shall be heard by the reviewing body within forty-five (45) days of the date that the appellant files an appeal unless all parties, including the City, stipulate otherwise.

Notice of all pending appeals shall be made by staff, pursuant to Section 15-1-21 of this Code. The appellant shall provide required stamped and addressed notice envelopes within fourteen (14) days of the appeal. The notice and posting shall include the location and description of the proposed Development project. The scope of review by the ~~Planning Director~~ Historic Preservation Board shall be the same as the scope of review at the ~~staff~~ Planning Department level.

(1) ~~The Planning Director~~ Historic Preservation Board shall either approve, approve with conditions, or disapprove the proposal based on written findings, conclusions of law, and conditions of approval, if any, supporting the decision, and shall provide the Owner and/or Applicant with a copy.

(2) ~~Any Planning Director decision may be appealed to the HPB. Appeal requests shall be submitted to the Planning Department within ten (10) days of the Planning Director's decision. Notice of all pending appeals shall be made by staff pursuant to Section 15-1-20 of this Code. The scope of review by the HPB shall be the same as the scope of review by the Planning Director.~~

(3)(2) Any ~~HPB~~ Historic Preservation Board decision may be appealed to the Board of Adjustment pursuant to Section 15-10-7 of this Code. Appeal requests shall be submitted to the Planning Department within ten (10) days of the ~~HPB~~ Historic Preservation Board

decision. Notice of all pending appeals shall be made by staff, pursuant to Section 15-1-2021 of this Code. Appeals shall be considered only on the record made before the ~~HPB~~ Historic Preservation Board and will be reviewed for correctness.

15-11-13. RELOCATION AND/OR REORIENTATION OF A HISTORIC BUILDING OR HISTORIC STRUCTURE.

It is the intent of this section to preserve the Historic and architectural resources of Park City through limitations on the relocation and/or reorientation of Historic Buildings, Structures, and Sites.

(A) CRITERIA FOR THE RELOCATION AND/OR REORIENTATION OF THE HISTORIC BUILDING(S) AND/OR STRUCTURE(S) ON A LANDMARK SITE OR A SIGNIFICANT SITE. In approving a Historic District or Historic Site design review Application involving relocation and/or reorientation of the Historic Building(s) and/or Structure(s) on a Landmark Site or a Significant Site, the Planning Department shall find the project complies with the following criteria:

(1) A portion of the Historic Building(s) and/or Structure(s) encroaches on an adjacent property and an easement cannot be secured; OR

(2) The proposed relocation and/or reorientation will abate demolition of the Historic Building(s) and/or Structures(s) on the Site; OR

(3) The Planning Director and the Chief Building Official determine that unique conditions warrant the proposed relocation and/or reorientation on the existing Site; OR

(4) The Planning Director and the Chief Building Official determine that unique conditions warrant the proposed relocation and/or reorientation to a different Site.

(B) PROCEDURE FOR THE RELOCATION AND/OR REORIENTATION OF A LANDMARK SITE OR A SIGNIFICANT SITE. All Applications for the relocation and/or reorientation of any Historic Building(s) and/or Structure(s) on a Landmark Site or a Significant Site within the City shall be reviewed by the Planning Department pursuant to Section 15-11-12 of this Code.

15-11-14. DISASSEMBLY AND REASSEMBLY OF A HISTORIC BUILDING OR HISTORIC STRUCTURE.

It is the intent of this section to preserve the Historic and architectural resources of Park City through limitations on the disassembly and reassembly of Historic Buildings, Structures, and Sites.

(A) CRITERIA FOR DISASSEMBLY AND REASSEMBLY OF THE HISTORIC BUILDING(S) AND/OR STRUCTURE(S) ON A LANDMARK SITE OR SIGNIFICANT SITE. In approving a Historic District or Historic Site design review Application involving disassembly and reassembly of the Historic Building(s) and/or Structure(s) on a Landmark Site or Significant

Site, the Planning Department shall find the project complies with the following criteria:

(1) A licensed structural engineer has certified that the Historic Building(s) and/or Structure(s) cannot reasonably be moved intact; OR

(2) The proposed disassembly and reassembly will abate demolition of the Historic Building(s) and/or Structure(s) on the Site; OR

(3) The Historic Building(s) and/or Structure(s) are found by the Chief Building Official to be hazardous or dangerous, pursuant to Section 115.1 of the International Building Code; OR

(4) The Planning Director and the Chief Building Official determine that unique conditions and the quality of the historic preservation plan warrant the proposed disassembly and reassembly; AND

(5) Under all of the above criteria, the Historic Structure(s) and/or Building(s) will must be reassembled using the original materials that are found to be safe and/or serviceable or can be repaired to a safe and/or serviceable condition in combination with new materials; AND

(6) The Building(s) and/or Structure(s) will be reassembled in their original form, location, placement, and orientation.

(B) PROCEDURE FOR THE DISASSEMBLY AND REASSEMBLY OF A LANDMARK SITE OR A SIGNIFICANT SITE. All Applications for the disassembly and reassembly of any Historic Building(s) and/or Structure(s) on a Landmark Site of a Significant Site within the City shall be reviewed by the Planning Department pursuant to Section 15-11-12 of this Code.

(1) If an Application involving the disassembly and reassembly of Historic Building(s) and/or Structure(s) on a Landmark Site or a Significant Site also includes relocation and/or reorientation of the reassembled Historic Building(s) and/or Structure(s) on the original Site or another Site, the Application must also comply with Section 15-11-13 of this Code.

15-11-15. RECONSTRUCTION OF AN EXISTING HISTORIC BUILDING OR HISTORIC STRUCTURE

It is the intent of this section to preserve the Historic and architectural resources of Park City through limitations on the Reconstruction of Historic Buildings, Structures, and Sites.

(A) CRITERIA FOR RECONSTRUCTION OF THE HISTORIC BUILDING(S) AND/OR STRUCTURE(S) ON A LANDMARK SITE OR A SIGNIFICANT SITE. In approving an Application for Reconstruction of the Historic Building(s) and/or Structure(s) on a Landmark Site or a Significant Site, the Planning Department shall find the project complies with the following criteria:

(1) The Historic Building(s) and/or Structure(s) are found by the Chief Building Official

to be hazardous or dangerous, pursuant to Section 115.1 of the International Building Code; AND

(2) The Historic Building(s) and/or Structure(s) cannot be made safe and/or serviceable through repair; AND

(3) The form, features, detailing, placement, orientation and location of the Historic Building(s) and/or Structure(s) will be accurately depicted, by means of new construction, based on as-built measured drawings, historical records, and/or current or historic photographs.

(B) PROCEDURE FOR THE RECONSTRUCTION OF THE HISTORIC BUILDING(S) AND/OR STRUCTURE(S) ON A LANDMARK SITE OR A SIGNIFICANT SITE. All Applications for the Reconstruction of any Historic Building and/or Structure on a Landmark Site or a Significant Site within the City shall be reviewed by the Planning Department pursuant to Section 15-11-12 of this Code.

(1) If an Application involving the Reconstruction of Historic Building(s) and/or Structure(s) on a Landmark Site or a Significant Site also includes relocation and/or reorientation of the Reconstructed Historic Building(s) and/or Structure(s) on the original Site or another Site, the Application must also comply with Section 15-11-13 of this Code.

15-11-13 ~~16~~. DEMOLITION AND REMOVAL OF HISTORIC BUILDINGS, STRUCTURES AND SITES.

It is the intent of this and succeeding sections to preserve the Historic and architectural resources of Park City, through limitations on Demolition ~~and removal~~ of Historic Buildings, Structures and Sites to the extent it is economically feasible, practical and necessary. The Demolition ~~or removal~~ of Historic Buildings, Structures and Sites in Park City diminishes the character of the City's Historic District and it is strongly discouraged. Instead, the City recommends and supports preservation, renovation, adaptive reuse, Reconstruction and relocation within the Historic District. It is recognized, however, that ~~Structural deterioration~~, economic hardship and other factors not entirely within the control of a Property Owner may result in the necessary Demolition ~~or removal~~ of a Historic Building, Structure or Site.

~~All Applications for Demolition of any Building, Structure, or Site within the City shall be initially reviewed by the Planning staff for Significance pursuant to Section 15-11-12(A) herein, and forwarded with a recommendation for action to the HPB.~~

~~(A) — **DETERMINATION OF INSIGNIFICANCE.** If upon review, the HPB concludes that the Building, Structure or Site sought to be Demolished or removed is insignificant, the Planning staff may sign off on the issuance of a Demolition permit.~~

~~(B) — **DETERMINATION OF SIGNIFICANCE.** If upon review, the HPB concludes that the Building, Structure or Site sought to be Demolished or removed does possess Significance, the Applicant shall be required to submit a CAD Application pursuant to Sections 15-11-15 through 15-11-17, as appropriate.~~

~~(C)~~(A) **REMOVAL, DEMOLITION, RECONSTRUCTION, OR REPAIR OF HAZARDOUS BUILDINGS.** If, upon review, the Chief Building Official determines the subject Building, Structure or Site to be structurally unsound, and a hazardous or dangerous Building, pursuant to Section 115.1 of the International Building Code, the Chief Building Official may order its ~~removal~~ Demolition, Reconstruction, or repair.

~~(D)~~(B) **REQUIREMENT FOR STAY OF DEMOLITION.** In the absence of a finding ~~either of insignificance or~~ of public hazard, the Application for Demolition ~~or removal~~ shall be stayed for 180 days.

(Amended by Ord. No 09-10)

15-11-44 17. CERTIFICATE OF APPROPRIATENESS FOR DEMOLITION (CAD).

With the exception of any Building or Structure falling under the purview of Section 115.1 of the International Building Code or undergoing complete renovation/reconstruction in compliance with this Chapter, no Building, other Structure or Site deemed to be ~~Significant Historic~~, pursuant to the standards of review set forth in Section 15-11-43 10(A)(1) or 15-11-10(A)(2) herein, may be Demolished ~~or removed~~ without the issuance of a Certificate of Appropriateness for Demolition (CAD) by an independent CAD Hearing Board appointed by the City. Application for a CAD shall be made on forms prescribed by the City and shall be submitted to the Planning Department.

(Amended by Ord. No. 06-35; 09-10)

15-11-45 18. PRE-HEARING APPLICATION REQUIREMENTS.

Upon submittal of a CAD Application to the Planning Department, a pre-hearing period of forty-five (45) days shall commence, during which time the Owner shall allow the City to post and sustain a visible sign stating that the Property is “threatened.” Said sign shall be at least three feet by two feet (3’X2’), readable from a point of public Access and state that more information may be obtained from the Planning Department for the duration of the stay. In addition, the Owner shall conduct negotiations with the City for the sale or lease of the Property or take action to facilitate proceedings for the City to acquire the Property under its power of eminent domain, if appropriate and financially possible.

At the end of the forty-five (45) days, the Application will be scheduled for a hearing before the CAD Hearing Board, upon showing that the above requirements have been met and all economic hardship information required has been submitted. The Applicant must also submit fees in accordance with the Park City Municipal fee schedule. The Planning Department staff shall notify the Owner if any additional information is needed to complete the Application.

(A) **CAD HEARING BOARD.** Upon confirmation of receipt of a complete CAD Application, the City shall appoint an independent CAD Hearing Board, consisting of three (3) members, for the purpose of reviewing and taking action upon the Application. The City Manager shall appoint the CAD Board as the need might arise, solely for the purpose of reviewing and taking final action on all CAD Applications.

It is the first priority of the City that the CAD Board has substantial experience in finance, real estate, and commercial business interests. Hence, the Board should possess the following qualifications, or represent the following interests:

- (1) A member appointed at large from Park City with demonstrated knowledge of economics, accounting and finance;
- (2) A member appointed at large from Park City who is an attorney at law; and
- (3) A member appointed from the Board of Adjustment.

15-11-~~16~~ 19. CAD HEARING.

At the hearing, the CAD Hearing Board will review the Application pursuant to the economic hardship criteria set forth in Section 15-11-~~16~~ 19(A) herein, and consider public input. The CAD Hearing Board may only approve Demolition ~~or removal~~ of a Significant Historic Building, Structure or Site if the Owner has presented substantial evidence that demonstrates that unreasonable economic hardship will result from denial of the CAD Application.

(A) **ECONOMIC HARDSHIP CRITERIA**. In order to sustain a claim of unreasonable economic hardship, the Owner shall provide information pertaining to whether the Property is capable of producing a reasonable rate of return for the Owner or incapable of beneficial Use. The City shall adopt by resolution separate standards for investment or income producing and non-income producing Properties, as recommended by the HPB. Non-income Properties shall consist of Owner occupied Single-Family Dwellings and non-income producing institutional Properties. The information required by the City may include, but not be limited to the following:

- (1) Purchase date, price and financing arrangements;
- (2) Current market value;
- (3) Form of ownership;
- (4) Type of occupancy;
- (5) Cost estimates of Demolition and post-Demolition plans;
- (6) Maintenance and operating costs;
- (7) Costs and engineering feasibility of rehabilitation;
- (8) Property tax information; and
- (9) Rental rates and gross income from the Property.

The CAD Hearing Board, upon review of the CAD Application, may request additional information as deemed appropriate.

(B) **CONDUCT OF OWNER EXCLUDED.** Demonstration of economic hardship by the Owner shall not be based on conditions resulting from:

- (1) Willful or negligent acts by the Owner; or
- (2) Purchasing the Property for substantially more than market value at the time of purchase; or
- (3) Failure to perform normal maintenance and repairs; or
- (4) Failure to diligently solicit and retain tenants; or
- (5) Failure to provide normal tenants improvements.

(D) **DECISION.** The CAD Hearing Board shall make written findings supporting the decision made. The CAD Hearing Board may determine that unreasonable economic hardship exists and approve the issuance of a CAD if one of the following conditions exists:

- (1) For income producing Properties, the Building, Structure or Site cannot be feasibly used or rented at a reasonable rate ~~or~~ of return in its present condition or if rehabilitated and denial of the Application would deprive the Owner of all reasonable Use of the Property; or
- (2) For non-income producing Properties, the Building, Structure or Site has no beneficial Use as a residential dwelling or for an institutional Use in its present condition or if rehabilitated, and denial of the Application would deprive the Owner of all reasonable Use of the Property; and
- (3) The Building, Structure or Site cannot be feasibly ~~moved~~ Reconstructed or relocated.

(D) **APPROVAL.** If the CAD Hearing Board approves the Application, the Owner may apply for a Demolition permit with the Building Department and proceed to Demolish the Building, Structure or Site in compliance with other regulations as they may apply. The City may, as a condition of approval, require the Owner to provide documentation of the Demolished Building, Structure or Site according to the standards of the Historic American Building Survey (HABS). Such documentation may include a complete history, photographs, floor plans, measured drawings, an archeological survey or other information as specified. The City may also require the Owner to incorporate an appropriate memorializing of the Building, Structure or Site, such as a photo display or plaque, into the proposed replacement project of the Property. Approval of a CAD shall be valid for one (1) year.

(E) **DENIAL.** If the CAD Hearing Board denies the Application, the Owner shall not Demolish the Building, Structure or Site, and may not re-apply for a CAD for a period of three (3) years from the date of the CAD Hearing Board's final decision, unless substantial changes in circumstances have occurred other than the re-sale of the Property or those caused by the negligence or intentional acts of the Owner. It shall be the responsibility of the Owner to stabilize and maintain the Property so as not to create a structurally unsound, hazardous, or dangerous Building, as identified in Section 115.1 of the International Building Code. The City may provide the owner with information regarding financial assistance for the necessary rehab or repair work, as it becomes available.

(F) **APPEAL**. The City or any Persons adversely affected by any decision of the CAD Hearing Board may petition the District Court in Summit County for a review of the decision. In the petition, the plaintiff may only allege that the Officer's decision was arbitrary, capricious, or illegal. The petition is barred unless it is filed within thirty (30) days after the date of the CAD Hearing Board's decision.

(Amended by Ord. No. 09-10)

Exhibit E - Proposed amendments to Title 15, Chapter 15

**TITLE 15 - LAND MANAGEMENT CODE
CHAPTER 15 - DEFINITIONS**

1.67 DEMOLISH OR DEMOLITION.

Any act or process that destroys in part or in whole a Building Landmark or Structure. Excludes Building(s) and/or Structure(s) undergoing relocation and/or reorientation pursuant to Section 15-11-13 of this Code, disassembly pursuant to Section 15-11-14 of this Code, or Reconstruction pursuant to Section 15-11-15 of this Code.

Exhibit F - Draft Ordinance

AN ORDINANCE APPROVING AMENDMENTS TO THE LAND MANAGEMENT CODE OF PARK CITY, UTAH TO ADDRESS REVISIONS TO CHAPTERS 1, 2, 5, 11, AND 15.

WHEREAS, the Land Management Code is designed and enacted to implement the objectives of the Park City General Plan; to protect the general health, welfare, and safety of Park City's citizens and property owners; to maintain the quality of life and experience for its residents and visitors; and to preserve the community's unique character and values; and

WHEREAS, the City reviews the General Plan and Land Management Code and identifies necessary amendments to address planning and zoning issues that arise and to address specific LMC issues raised by Staff and the Planning Commission; and

WHEREAS, the City Council goals include protecting the City's historic and cultural resources by encouraging sound preservation practices; and

WHEREAS, Chapter 1 - GENERAL PROVISIONS AND PROCEDURES provides regulations and procedural requirements for Land Use in Park City and the City desires to update the terms used throughout the chapter as well as to revise the procedures to allow for greater public input on design review applications; and

WHEREAS, Chapter 2 - "H" DISTRICTS provides regulations and procedural requirements for architectural review within the six Historic Districts of Park City and the City desires to revise these regulations to clarify the architectural review procedures; and

WHEREAS, Chapter 5 - ARCHITECTURAL REVIEW provides regulations and procedural requirements for maintaining and enhancing the aesthetic qualities of Park City and the City desires to revise these regulations to correct erroneous information, to emphasize the City's desire to protect its cultural resources, and to clarify how these regulations are applied; and

WHEREAS Chapter 11 - HISTORIC PRESERVATION provides regulations and procedural requirements for Historic Preservation in Park City and the City desires to substantially revise these regulations as outlined in the staff report; and

WHEREAS Chapter 15 - DEFINITIONS defines terms used throughout the Land Management Code and the City desires to revise the definition of "demolish" to accommodate a broader range of development options; and

WHEREAS, these amendments represent changes identified by the City Council during discussions held in 2008 and 2009. Amendments to update terms used throughout the Code, to clarify the architectural review procedures, to expand and

define Historic Preservation activities in Park City, and to codify policies and procedures that benefit the public are consistent with City Council goals to protect historic and cultural resources; and

WHEREAS, the Planning Commission duly noticed and conducted public hearings at regular meetings held April 8 and May 13, 2009, and forwarded a recommendation to the City Council; and

WHEREAS, the City Council duly noticed and conducted a public hearing at its regularly scheduled meeting on July 9, 2009; and

WHEREAS, it is in the best interest of the residents of Park City, Utah to amend the Land Management Code to be consistent with the Utah State Code and the Park City General Plan, and to be consistent with the values and identified goals of the Park City community and City Council to protect the health, safety, and welfare, and to maintain the quality of life for its residents, and to preserve the community's unique character.

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

Section 1. AMENDMENTS TO CHAPTER 1 OF THE LAND MANAGEMENT CODE. Chapter 15-1 is hereby amended as attached hereto as Exhibit A. The Planning Director shall resolve conflicts or cross-references from other provisions of the LMC to Chapter 1.

Section 2. AMENDMENTS TO CHAPTER 2 OF THE LAND MANAGEMENT CODE. Chapter 15-2 is hereby amended as attached hereto as Exhibit B. The Planning Director shall resolve conflicts or cross-references from other provisions of the LMC to Chapter 2.

Section 3. AMENDMENTS TO CHAPTER 5 OF THE LAND MANAGEMENT CODE. Chapter 15-5 is hereby amended as attached hereto as Exhibit C. The Planning Director shall resolve conflicts or cross-references from other provisions of the LMC to Chapter 5.

Section 4. AMENDMENTS TO CHAPTER 11 OF THE LAND MANAGEMENT CODE. Chapter 15-11 is hereby amended as attached hereto as Exhibit D. The Planning Director shall resolve conflicts or cross-references from other provisions of the LMC to Chapter 11.

Section 5. AMENDMENTS TO CHAPTER 15 OF THE LAND MANAGEMENT CODE. Chapter 15-15 is hereby amended as attached hereto as Exhibit E. The Planning Director shall resolve conflicts or cross-references from other provisions of the LMC to Chapter 15.

Section 6. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this 9th day of July 2009

PARK CITY MUNICIPAL CORPORATION

Dana Williams, Mayor

Attest:

Jan M. Scott, City Recorder

Approved as to form:

Mark Harrington, City Attorney

Exhibit I - Resolution

Resolution No. _____

**A RESOLUTION ADOPTING THE DESIGN GUIDELINES
FOR HISTORIC DISTRICTS AND HISTORIC SITES**

WHEREAS, Chapter 15-11 of the Land Management Code provides for the adoption of comprehensive design guidelines by resolution, which will supplement the Code; and

WHEREAS, the adoption of comprehensive design guidelines will give the design community notice of the design objectives of the City;

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

1. Section 1. REVISIONS TO THE DESIGN GUIDELINES FOR HISTORIC DISTRICTS AND HISTORIC SITES. The attached Design Guidelines are hereby adopted by the City Council as the official design guidelines for Historic Districts and Historic Sites pursuant to the provisions of Chapter 15-11 of the Land Management Code.

2. EFFECTIVE DATE. The guidelines shall become effective upon passage of this resolution.

PASSED AND ADOPTED this 9th day of July 2009

PARK CITY MUNICIPAL CORPORATION

Dana Williams, Mayor

Attest:

Jan M. Scott, City Recorder

Approved as to form:

Mark Harrington, City Attorney

City Council Staff Report



Subject: Park City Heights Annexation
Author: Thomas Eddington, AICP
Kirsten A. Whetstone, AICP
Date: July 9, 2009
Type of Item: Legislative

Summary Recommendation

Staff recommends that the City Council review the Park City Heights Annexation at the regular meeting, conduct a public hearing, and provide Staff and the applicants direction regarding the Cost Sharing, Annexation Agreement and Water Agreement.

The purpose of this meeting is to:

- Conduct a public hearing and continue to July 16, 2009; and
- Staff and the applicants will provide the Council with a verbal update regarding the proposed cost sharing for infrastructure and traffic improvements.

Description

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

Background

This staff report is supplemental to the previous Park City Heights Annexation staff reports dated April 24, May 22, June 5, June 19, July 17, August 28, September 11, September 18, October 16, 2008, and December 18, 2008. This matter was continued without substantive comment from several meetings over the past several months and discussed at a work session on April 30, 2009. A public hearing was held June 11, 2009, June 25, 2009 and continued until July 9, 2009.

Analysis

At the June 25th meeting, the City Council confirmed the following:

1. Confirmed that Council is conceptually comfortable with a MPD density of up to 200 market units, provided CT zoning standards continue to be met and MPD review by the Planning Commission;
2. Authorized staff to explore and further negotiate City development partnership in the project with City affordable units likely constituting 14 single family units clustered within the market single family area.

All such terms would be subject to formal approval by the City Council.

Update:

Staff and Council members Hier and Harlan met with Boyer representatives on July 1. Due to each liaison missing a Council meeting the next two weeks, and the complexity of orchestrating a closing with Talisker simultaneous with the Annexation, final action on the PC Heights annexation will be scheduled for July 30th.

The components of Talisker's proposal are discussed in the Housing Authority report.

Staff anticipates returning to Council on July 16th to further discuss the infrastructure and traffic mitigation cost sharing.

Staff will continue to meet with the parties early this week and provide updated information as warranted.

Requested Action(s):

Receive verbal updates at the hearing continue the public hearing to July 16th as requested.

Alternatives:

- A. Direct staff and the applicants to maintain the status quo and conclude the current pending Annexation application, prior to consideration of any alternative development or affordable housing scenarios.
- B. Provide other direction or plan modifications to staff and the applicants.



Park City Housing Authority Staff Report

Subject: Flagstaff Mountain Resort Employee/Affordable Housing Plan
Author: Phyllis McDonough Robinson
Department: Sustainability
Date: July 9, 2009
Type of Item: Administrative

Summary Recommendations: Staff recommends that the City Council take public input and provide initial direction regarding the Developer's proposed request to fulfill the Flagstaff Mountain Resort Employee/Affordable Housing Plan.

Topic/Description:
Employee/Affordable Housing

Background:

The Employee/Affordable Housing Phasing Plan as amended requires 98.90 affordable housing unit equivalents (AUEs), a *minimum* of 25 percent (24.725 AUEs) which must be located on-site. In addition to the initially required AUEs, the Developer committed to an additional 20 AUEs as part of the Montage/PMCR Annexation. An affordable housing unit equivalent is defined as an 800 square foot, two-bedroom unit. The Development Agreement requires that the affordable housing be phased with the development of the Resort. The goal of this Plan is to develop affordable housing units at a rate in excess of that required by the Resort's development schedule in order to mitigate the impact on the community.

To date, six on-mountain AUEs have been fulfilled and one is under construction. An additional eight AUEs have been fulfilled off-mountain within the City limits. An additional 15 AUEs are in process within the City limits.

Analysis:

Talisker/United Park City Mines has an outstanding off-mountain affordable/employee housing obligation of 86.175 AUEs. The Developer proposes to fulfill this outstanding requirement in the following manner:

- 100 Marsac Avenue. Construction of ten units (consisting of approximately 15 AUEs) as approved by the City.
- Acquisition of additional existing units. Acquisition of a newly constructed, unoccupied condominium building. The building consists of 1-2-3 bedroom units which will fulfill 27 AUEs. Due to a pending closing and financing transaction, the name and location of the units remains subject to a non-disclosure agreement. Talisker is attempting to get the agreement lifted by Thursday.
- Quinns Land Transfers. Transfer of approximately 40-acres located at Quinns Junction. It would be up to the City to use the land to build AUEs up to the

permitted zoning of the Annexation and/or consider some or all of the land donation in lieu of some or all of the remaining AUE obligation. (44.175 AUE balance)

There is no change proposed to fulfilling the remaining 17.725 on-mountain AUEs. These units will be fulfilled as outlined in Table 8 of the Housing Technical Report.

Consistency with Employee/Affordable Housing Plan

The Flagstaff Mountain Resort Employee/Affordable Housing Plan outlines a variety of methods by which the Developer may fulfill its housing obligation. The Developer's proposal consistent with the options proposed in this plan.

1. **100 Marsac Avenue** is permitted under Option C – Marsac Avenue property which identified this site as appropriate for employee/affordable housing.
2. **Acquisition of Units** is permitted under Option F – Purchase of Existing Market Rate units although the total number of AUES provided under this option exceeds the staff recommendation that no more than 10 percent of the AUEs be accepted in fulfillment of the total AUES obligated. Acceptance of this option will require an amendment to the Employee/Affordable Housing Plan. Staff is comfortable with this increase in AUEs because the units are newly constructed, never occupied market rate units. When Council approved the acquisition of the Prospector units concern was expressed that these units were already affordable by virtue of size and age and deed restricting these units did not create additional housing stock. The units in the current proposal are new units and will add to the affordable housing supply.
3. **Quinns Land Donation** is permitted under Option H – Donation of Quinns Acre 20 acre parcel. Development on this site is proposed as part of the Park City Heights Annexation and Master Planned Development. The Developer proposed the donation of 40-acres located within this annexation. The donation will allow the City to pursue a great mix of housing styles and prices that are integrated within the proposed Master Planned Development, and also increase the project's open space.

Department Review:

The City Attorney and City Manager reviewed this report.

Alternatives:

- A. Direction:** Council should provide preliminary direction regarding the Developer's proposal as outlined. ***This is Staff's recommendation.***
- B. Modify the Request:** Council may modify the Developer's proposal.
- C. Continue the Item:** Council may continue the item and direct staff to return with additional information or options.
- D. Deny the Request:** Council may reject the Developer's proposal and direct the Developer to proceed with the Annexation as initially proposed.

Significant Impacts:

Staff anticipates that the Developer's proposal outlined above will provide more immediate fulfillment of the affordable/employee housing obligation than proposed under the current phasing plan. It will also minimize the amount of staff time currently required to track, monitor and report on the current phasing plan.

Recommendation:

Staff recommends that the City Council take public input and provide initial direction regarding the Developer's proposed request to fulfill the Flagstaff Mountain Resort Employee/Affordable Housing Plan.