



**PARK CITY COUNCIL MEETING  
SUMMIT COUNTY, UTAH,  
June 5, 2014**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, June 5, 2014.

**Closed Session**

2:00pm Property, Personnel and Litigation

**PARK CITY COUNCIL REDEVELOPMENT AGENCY  
SUMMIT COUNTY, UTAH  
June 5, 2014**

**Work Session**

3:00pm HPB Library Design Review

PG 4

**I. ROLL CALL**

3:30pm

**II. CONSIDERATION OF MINUTES FROM APRIL 17, 2014 AND MAY 15, 2014 RDA  
MEETING MINUTES.**

PG 53

**III. NEW BUSINESS**

1. Consideration of Construction Manager At Risk Agreement With Okland Construction For Gross Maximum Price Of \$4,337,819.00 PG 57
2. Consideration of Greenpark Real Estate Purchase Contract Addendum No. 6. PG 62

**IV. ADJOURNMENT INTO CITY COUNCIL WORK SESSION**

**PARK CITY COUNCIL MEETING  
SUMMIT COUNTY, UTAH,  
June 5, 2014**

**Work Session**

4:05 pm Council Questions and Comments and Manager's Report

4:20 pm Budget: City Fee Resolution, Council Compensation, Outstanding Budget Issues,  
Comprehensive Emergency Management Plan PG 84

5:50pm Break

**Regular Meeting**

6:00 pm

**I. ROLL CALL**

**II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF**

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

**IV. 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)***

1. Consideration to authorize the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with Webster Construction LLC for Rossi Hill Drive Water Line Replacement in an amount of \$144,099.00. PG 164

2. Consideration for City Council adoption of Water Standard Plan revisions, dated May 2014, to the Park City Municipal Corporation Design Standards, Construction Specifications, and Standard Drawings PG 170

3. Consideration to authorize staff to enter a contract with Southwest Lift & Equipment Incorporated for the installation of a new replacement heavy duty vehicle hoist manufactured by Stertil-Koni for the fleet shop in an amount not to exceed \$145,719. PG 180

**V. CONSIDERATION OF MINUTES FROM APRIL 17, 2014 CITY COUNCIL MEETING**

PG 183

**VI. PUBLIC HEARING**

Public Hearing regarding the Resolution authorizing the issuance and sale of up to \$6,000,000 of Water Revenue Bonds of the City and providing for related matters.

PG 193

**VII. NEW BUSINESS**

1. Consideration of a Resolution adopting the City Fee Schedule and replacing Resolution No. 04-14 in its entirety. PG 128

(a) Public Hearing

(b) Action

2. Consideration of a Resolution establishing compensation for the Mayor and City Council for fiscal year 2014-2015 in Park City, Utah PG 129

(a) Public Hearing

(b) Action

3. Consideration of a Resolution adopting the Comprehensive Emergency Management Plan (a) Public Hearing PG 161

(b) Action

4. Consideration of an Ordinance adopting the Revised Budget for Fiscal Year 2013-2014 and the Proposed Budget for Fiscal Year 2014-2015 for Park City Municipal Corporation and its related agencies

- (a) Public hearing
- (b) **Motion to continue to June 12, 2014**

- 5. Consideration of Ordinance Approving Dority Springs Subdivision Plat Amendment located at 1851 Little Kate Road, Park City, UT pursuant to the findings of fact, conclusions of law and conditions of approval stated in the attached ordinance in a form approved by the City Attorney.

- (a) Public Hearing
- (b) **Motion to continue to July 10, 2014**

- 6. Consideration of an Ordinance Approving Broph's Place Condominiums Record of Survey located at 500 Deer Valley Drive, Park City, UT pursuant to the findings of fact, conclusions of law and conditions of approval stated in the attached ordinance in a form approved by the City Attorney. PG 203

- (a) Public Hearing
- (b) Action

- 7. Consideration of an Ordinance approving 919 Woodside Avenue Subdivision Plat Amendment pursuant to the findings of fact, conclusions of law and conditions of approval stated in the attached ordinance in a form approved by the City Attorney.

- (a) Public Hearing PG 216
- (b) Action

- 8. Consideration of an Ordinance approving 1897 Prospector Avenue Re-Subdivision of Lots 25A, 25B and parking lots for Prospector Square pursuant to the findings of fact, conclusions of law and conditions of approval stated in the attached ordinance in a form approved by the City Attorney. PG 232

- (a) Public Hearing
- (b) Action

## **VIII. ADJOURNMENT**

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4 p.m. to 9 p.m. Posted: 06/02/2014 See: [www.parkcity.org](http://www.parkcity.org)



## City Council Staff Report

**Subject:** Library Update: Design Input from Historic Preservation Board  
**Author:** Jonathan Weidenhamer  
**Department:** Sustainability  
**Date:** June 5, 2014  
**Type of Item:** Informational

### **Summary Recommendations:**

Council should direct staff to continue pursuit of the current design. No administrative action is recommended.

### **Topic/Description:**

Library design review: Historic Preservation Plan.

Staff is very confident in the consistency of the Library design with the Department of Interior's Standards as well as the Universal Guidelines from Park City's Design Guidelines for Historic Districts and Historic Sites (Exhibit A) because of input to that effect from:

- Planning Department's preservation consultant Ann Oliver with SWCA Environmental Consultants who is considered an expert in historic preservation who has submitted a project specific memo (exhibit C);
- Sustainability's consultant Angie Abram, with Storiagraph Preservation Consulting, an expert in the field of historic preservation in Utah;
- Five of the seven HPB members;
- A letter from the Utah Heritage Foundation (Exhibit F); and
- Park City's Planning Director, Current Planning Manager and Historic Planner.

While staff is confident in the feedback we have received, there is a possibility that the consistency with the aforementioned guidelines could be appealed. While staff believes there is a low probability of this, if the project is successfully appealed to the Board of Adjustment and, possibly to Third District Court, the exterior addition portion of the project has a chance to be delayed.

Where the schedule is already tight, staff intends to move forward on the current project, even though there is a small possibility of an appeal. Worse case, if the project is successfully appealed and the project requires redesign, we may have to find a way to phase the project to complete the 3<sup>rd</sup> floor remodel by Sundance but make necessary changes to the addition to the north.

### **Background:**

On September 5, 2013, the City Council per Section 15-11-6(A) of the Land Management Code provided direction to have the Historic Preservation Board (HPB) participate in the design review process. The HPB provided input on May 21, 2014, the

staff report can be found at  
(<http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=12821>).

The Historic District Design Review (HDDR) is an administrative task carried out by the Planning Department with input from a specialized preservation consultant (Ann Oliver). While input from the HPB is not required, City Council through the Planning Department asked the HPB to review the Universal Guidelines from the City's Design Guidelines for Historic Districts and Historic Sites (Exhibit A).

#### HPB Input

The HPB provided input on May 21, 2014, the meeting minutes are attached (Exhibit B). Input in two specific areas consolidated:

1. Design: Of the seven members of the HPB,
  - a. Two members were not supportive of the design. They believed it was too jarring and lacked cohesiveness. One of these two consented that he believed the project was consistent with the Department of the Interior Guidelines, but also stated that he did not agree with those standards;
  - b. Five members were strongly supportive of the design.
2. Listing on the National Register - There was a consensus that we should ensure the ability to list the project on the National Register of Historic Places (meaning consistent with the Department of the Interior Guidelines). They asked that an independent expert verify. This is a planned and required step later in the renovation process.

The following summary is an excerpt from the meeting minutes:

- 1) *Board Member Holmgren would like to see granite on the exterior patio.*
- 2) *Chair Kenworthy had raised questions regarding the entrances. Chair Kenworthy clarified that he liked all the entrances, including the new entrance. It was important to do everything possible to retain the Landmark Status and the National Register of Historic Places and he believed that could be accomplished with the proposed design. There was consensus among the Board that keeping Landmark Status and the eligibility for the National Register of Historic Places was very important.*
- 3) *Board Member Crosby had asked about the surveillance system. She also had questions about the ability to break up the zinc wall and received clarification on that.*
- 4) *Board Member White had agreed with the comments regarding the Landmark status and the National Register Status. He liked the views from Park Avenue and that the stair towers were being left intact. He liked the different materials and massing and thought the addition was subordinate to the historic. Board Member White had questions on the durability and maintenance of the wood material.*
- 5) *Board Member Holmgren had asked about putting a roof garden over the new entry.*
- 6) *Board Member Melville had a number of concerns and felt that the materials and the different levels and heights were jarring. She thought there was lack of cohesiveness. She was concerned about problematic elements of the addition. Board Member Melville felt strongly about making sure that the National Register Eligibility would not be*

*compromised. She did not feel that the entry had been separated. She would also prefer less material components.*

- 7) *Board Member Vance had echoed Ms. Melville's concerns. He also stated that he did not agree with the Secretary of Interior standards. Board Members Vance and Melville had made comments about retaining the 1992 addition or utilizing some of the brick material similar to the 1992 addition.*
- 8) *All of the Board members expressed major concerns regarding the loss of parking.*
- 9) *Board Member Bush had made comments about potentially using the parking lot on the north end of the athletic field to make up the lost parking spaces.*

## Project Construction Schedule and HDDR Timeline

### Construction Schedule

| Construction Timeline |    |                                                                                     |                                         |
|-----------------------|----|-------------------------------------------------------------------------------------|-----------------------------------------|
| date                  |    | what                                                                                | comment                                 |
| April                 | 17 | Council award of contract for Phase 1 Early Mobilization Guaranteed Max Price (GMP) |                                         |
| April                 | 29 | Phase 2 (Bid Pack 2) Construction docs done                                         | This is for the majority of the project |
| May                   | 2  | Release Bid Pack 2 to subcontractors                                                |                                         |
| May                   | 12 | Begin library move                                                                  |                                         |
| May                   | 19 | Movers complete                                                                     |                                         |
| May                   | 20 | Bid Pack 2 bid opening                                                              | This is for the majority of the project |
| May                   | 27 | Library opens at Miner's Hospital                                                   |                                         |
| May                   | 28 | Okland submits Guaranteed Max Price for library renovation                          |                                         |
| June                  | 2  | Okland mobilizes trailer, Limits of Disturbance fencing                             |                                         |
| June                  | 5  | Council to consider award of contract for Bid Pack 2 GMP                            |                                         |
| June                  | 5  | Okland to begin interior demolition                                                 | Pending LOD/CMP/ HDDR approval          |
| June                  | 16 | Exterior Demolition begins                                                          | Pending final HDDR & Building Permit    |
| Jan                   | 5  | Sundance takes occupancy of 3rd Floor of CW building                                | Certificate of Occupancy required       |

### HDDR

On November 13, November 20, 2013 and March 19 2014 the project went to a Pre-application conference with Planning staff and their consultant for the HDDR. The required HDDR public hearing was held on May 1, 2014. The HDDR application was deemed complete by the Planning Department on April 18, 2014. We anticipate the Planning Director making a final determination of compliance with the Guidelines the week of June 2, 2014. Any appeal of his decision must be made within 10 days of his Final Action.

If the Director's decision is appealed, City Council may call up any Final Action taken by the Planning Director for review by the Board of Adjustment (BOA) as allowed in 15-1-18(J) of the LMC.

The construction schedule anticipates mobilization by Okland on June 5. If appealed the final determination of compliance with the Historic District Guidelines wouldn't be completed until July 7, 2014 by the Board of Adjustment, short of any further appeal to the Third District Court.

In preliminary conversations with the Building and Planning Departments we recognize this issue and have support to proceed with demolition of both the interior spaces and the 1992 addition concurrent with finalization of the HDDR. In the case of a successful appeal there may be amendments to components included in Bid Package two which is currently scheduled for Council consideration tonight (glazing, exterior siding).

| HDDR Timeline* updated 5.21. 14 |    |                                                                                |
|---------------------------------|----|--------------------------------------------------------------------------------|
| date                            |    | what                                                                           |
| April                           | 16 | Planning determines HDDR application complete                                  |
| April                           | 25 | Close of 2 week public opportunity to provide input                            |
| April                           | 30 | Staff holds Admin. Public Hearing                                              |
| May                             | 1  | Staff starts formal admin. Guideline review                                    |
| May                             | 21 | HPB input on project                                                           |
| June                            | 2  | Staff determination of compliance with Guidelines                              |
| June                            | 5  | Staff presents HPB input on project to City Council                            |
| June                            | 12 | 10 day appeal period of staff determination closes                             |
| July                            | 7  | Board of Adjustment Hearing of any appeal of staff determination of compliance |

\*This timeline is only the opinion of the Economic Development Staff. Confirmation of progress can only be verified by Planning based on meeting statutes and other Code standards and requirements.

### Analysis:

The majority of the HPB showed strong support for the proposed design. In addition to the proposed look and materials of the addition, they expressed support for the site development, the historic reveal (demolition of significant portions of the 1992 addition to make there appear to be only one contemporary addition), preservation of the prominent, historic east façade, and they recognized the subordination of the new entry to the traditional east façade and stairs.

In response to their consensus to ensure the building would be eligible for listing on the National Register of Historic places we first will provide an overview of the intent of Park City's Universal Guidelines. Secondly, we had two experts verify continued eligibility for listing. Lastly, the Utah Heritage Foundation provided input as well in response to solicitation from a local resident.

Park City's Design Guidelines for Historic Districts and Historic Sites are based upon the Secretary of the Interior's Standards, the highest set of standards for preservation, restoration, rehabilitation, and reconstruction. The goal of the Design Guidelines is to meet the various interests of the community by providing guidance in determining the suitability and architectural compatibility of proposed projects, while at the same time allowing for reasonable changes to individual buildings to meet current needs. Projects involving Landmark Sites, such as the Library, must be designed and executed in such a manner as to retain designation as Landmark Site as well as National Register eligibility. The Design Guidelines regulate exterior changes only, and do not address interior treatment options.

An administrative staff determination of compliance with these Guidelines implies consistency with the National Guidelines and infers the project will be eligible for listing. The Planning Director is expected to make a final determination of compliance with the Guidelines the week of June 2, 2014.

Secondly in response to the HPB's request to independently verify, we've relied on the Planning Department's preservation consultant Ann Oliver with SWCA Environmental Consultants who is considered an expert in historic preservation. Ms. Oliver submitted a specific memo on this topic (exhibit C). Her memo concludes the proposal is consistent with the local and National Guidelines, and will not preclude the building from eligibility for listing on the National Register of Historic Places:

### **Conclusions**

*The proposed addition to the Library substantially meets all standards and guidelines set forth by the NPS for the rehabilitation of historic buildings. The proposed addition will not significantly impact the integrity of the building, and it is my professional opinion that the Library will remain eligible for the NRHP under Criteria A and C after the rehabilitation project is completed. Modifications to character- defining interior spaces are not addressed in this memo, but at a quick glance it does not appear that these will affect eligibility either. The use of contemporary design and materials represents a significant departure from the 1993 addition which, with its stolid form and use of traditional materials, was fairly typical of preservation projects of the time. However, the careful and creative use of modern design can enliven old buildings and historic districts, creating a rich tapestry of old and new that demonstrates healthy growth and evolution rather than preserving a moment in time.*

Sustainability staff, through the project architect also retained an expert in the field of historic preservation in Utah to complete the HDDR required Preservation Plan (Exhibit D), Angie Abram, with Storiagraph Preservation Consulting. Storiagraph's preservation plan includes analysis and design review on the project scope, addition, National Park Service Historic Preservation Standards, Park City Preservation and General Plan compliance and concludes with a history of the site and structure. The Plan states judgment that this project will be eligible for listing. Please find the following excerpt from the Preservation Plan:

***National Park Service Historic Preservation Standards***

*Additions are acceptable within the framework of the National Park Service standards for the Preservation of Historic Architecture, if the addition preserves the significant historic materials and features; and preserves the historic character; and protects the historical significance by making a visual distinction between old and new. This project meets these standards.*

Lastly, staff received a letter from the Utah Heritage Foundation (UHF) that was solicited from a member of the public (Exhibit F). The letter recognizes several positive aspects of the addition including its differentiation from the historic building, reversing the impacts of the 1992 addition and restoring historic opening and details. The UHF does suggest a concern about leaving the traditional stairs as secondary to the new library addition.

Since the letter was issued we've worked closely with Planning staff to modify the initial proposal to subordinate the new entry by pulling it back 22' to the west, away from the north east corner of the historic building. The traditional stair towers will continue to be the primary entrance for both the Cooperative Preschool and the Film Series.

**Department Review:**

Sustainability and Legal. City Manager.

**Alternatives:**

**A. Approve:**

Provide no administrative input. Accept the input from the HPB, do not direct staff to modify the design. **This is staff's recommendation.**

**B. Deny/Modify:**

Direct staff to modify the design.

**C. Alternative:**

Council could direct staff to have a third party independently verify the eligibility of the building to be listed.

## Significant Impacts:

|                                                                           | World Class Multi-Seasonal Resort Destination<br>(Economic Impact)                                                                                                                                                                                                                                           | Preserving & Enhancing the Natural Environment<br>(Environmental Impact)                                        | An Inclusive Community of Diverse Economic & Cultural Opportunities<br>(Social Equity Impact)                                                                                         | Responsive, Cutting-Edge & Effective Government                                                                                                                                             |
|---------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Which Desired Outcomes might the Recommended Action Impact?               | <ul style="list-style-type: none"> <li>+ Accessible and world-class recreational facilities, parks and programs</li> <li>+ Balance between tourism and local quality of life</li> <li>+ Safe community that is walkable and bike-able</li> <li>+ Internationally recognized &amp; respected brand</li> </ul> | <ul style="list-style-type: none"> <li>- Reduced municipal, business and community carbon footprints</li> </ul> | <ul style="list-style-type: none"> <li>+ Preserved and celebrated history; protected National Historic District</li> <li>+ Cluster development while preserving open space</li> </ul> | <ul style="list-style-type: none"> <li>- Fiscally and legally sound</li> <li>- Streamlined and flexible operating processes</li> <li>+ Well-maintained assets and infrastructure</li> </ul> |
| Assessment of Overall Impact on Council Priority (Quality of Life Impact) | Very Positive<br>                                                                                                                                                                                                           | Negative<br>                   | Very Positive<br>                                                                                    | Neutral<br>                                                                                              |
| Comments:                                                                 |                                                                                                                                                                                                                                                                                                              |                                                                                                                 |                                                                                                                                                                                       |                                                                                                                                                                                             |

## Funding Source:

Lower Park Avenue RDA

## Consequences of not taking the recommended action:

Directing staff to modify the design would put the project on hold until spring 2015.

## Recommendation:

Council should direct staff to continue pursuit of the current design. No administrative action is recommended.

## Exhibits

Exhibit A – Universal Guidelines from the City's Design Guidelines for Historic Districts and Historic

Exhibit B – May 21, 2014 HPB meeting minutes

Exhibit C – Ann Oliver Memo

Exhibit D – Storiagraph Preservation Plan submitted as part of HDDR by Sustainability staff

Exhibit E – HDDR submittal excerpts

Exhibit F – Utah Heritage Foundation Letter

## Exhibit A – Universal Guidelines

1. A site should be used as it was historically or be given a new use that requires minimal change to the distinctive materials and features.
2. Changes to a site or building that have acquired historic significance in their own right should be retained and preserved.
3. The historic exterior features of a building should be retained and preserved.
4. Distinctive materials, components, finishes, and examples of craftsmanship should be retained and preserved. Owners are encouraged to reproduce missing historic elements that were original to the building, but have been removed. Physical or photographic evidence should be used to substantiate the reproduction of missing features.
5. Deteriorated or damaged historic features and elements should be repaired rather than replaced. Where the severity of deterioration or existence of structural or material defects requires replacement, the feature or element should match the original in design, dimension, texture, material, and finish. The applicant must demonstrate the severity of deterioration or existence of defects by showing that the historic materials are no longer safe and/or serviceable and cannot be repaired to a safe and/or serviceable condition.
6. Features that do not contribute to the significance of the site or building and exist prior to the adoption of these guidelines, such as incompatible windows, aluminum soffits, or iron porch supports or railings, may be maintained; however, if it is proposed they be changed, those features must be brought into compliance with these guidelines.
7. Each site should be recognized as a physical record of its time, place and use. Owners are discouraged from introducing architectural elements or details that visually modify or alter the original building design when no evidence of such elements or details exists.
8. Chemical or physical treatments, if appropriate, should be undertaken using recognized preservation methods. Treatments that cause damage to historic materials should not be used. Treatments that sustain and protect, but do not alter appearance, are encouraged.
9. New additions, exterior alterations, or related new construction should not destroy historic materials, features, and spatial relationships that characterize the site or building.
10. New additions and related new construction should be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment could be restored.

## Exhibit B – May 21, 2014 HPB Meeting Minutes

### 1255 Park Avenue – Carl Winter's School Remodel and Addition (Application PL-13-02117)

Assistant City Attorney McLean remarked that it was unusual for the Historic Preservation Board to participate in the Design Review Process. She recalled that the last time was with the Museum several years ago. Ms. McLean explained that the HPB was being asked to look at the design review and provide input so the City, as the owner, could consider their viewpoints. She understood that it could be confusing when the City is the applicant and also the administrator of the guidelines. In this case the City was wearing two hats; and the HPB was being asked by the owner to participate in the design review.

Chair Kenworthy clarified that this was an opportunity for the Board members and the public to provide input to help the HPB formulate a response to the City Council. He noted that the project had not yet been approved. Chair Kenworthy understood that if it was appealed, it would go to the Board of Adjustment and not the HPB.

Board Member Melville asked about the timeline. She understood that the Library was already closed and the books were moved out and that construction had already started. She wanted to know why the historic design review was so late in the process.

Chair Kenworthy believed the Staff would answer many of the questions in their presentation.

Planner Ryan Wassum presented the timeline over the past year. On March 28, 2013 the City Council agreed on the scope and budget for an expanded Carl Winter's Building. On September 5, 2013 the City Council directed the HPB to participate in the design review of the Library remodel and addition as outlined per the LMC. On November 23, 2013 and March 19, 2014 the applicants attended a pre-application conference for the HDDR process. April 18, 2014 the HDDR application was submitted to the Planning Department and was deemed complete on that date. On May 1, 2014 the required HDDR public hearing was held. Today, May 21, 2014, the HPB has the opportunity to provide design comments for the City Council.

Planner Wassum noted that the Planning Department must make a decision on the HDDR by June 16, 2014, which is within the initial 45 days. The appeal process would be ten days following final action for approval or denial. The appeal would be scheduled per the Board of Adjustment time frame.

Chair Kenworthy dispelled the comments that the project was approved and construction had started.

Planning Manager Sintz explained that this project required a Master Planned Development. The original MPD for the Library was approved in 1992 and they came back for modifications. That final approval was granted by the Planning Commission on December 11, 2013. She commented on two exhibits in the Staff report. One was a letter from Jim Telford dated January 24th, which she recalled was in response to the MPD report because the HDDR application had not yet been submitted. The second exhibit was a letter that was solicited from Steve Swanson in regards to the Utah Heritage Foundation. Based on the date, Planning Manager Sintz

believed that the report provided to the Utah Heritage Foundation also related to the Master Planned Development drawings and not the HDDR application.

Planning Manager Sintz noted that the owner's representatives were present this evening and they would walk the Board through a discussion that occurred in January when the City Council put a hold on the project to re-evaluate the site. It greatly affected the timeline as to when the HDDR application was actually submitted.

Board Member Melville stated that because the process had progressed so far and appeared to be on the road to approval, she felt it was too late for the HPB to participate or for their comments to have any impact on the project.

Jonathan Weidenhamer, the Economic Development Manager for the City, and a representative for the applicant, replied that the HPB would have impact on the project. When the HPB was asked to participate in the Museum process their input was taken seriously by the City Council. Board Member White was on the Board at that time and he recalled that changes were made based on HPB input.

Mr. Weidenhamer understood that the process was not ideal from the standpoint of timeline. When they were asked to revisit the scope and the site in late December, the timeline was delayed because it took several months before the City Council re-affirmed the commitment to the adaptive reuse of this building with the Library as the centerpiece of the development area. Mr. Weidenhamer stated that a couple more months of scope was added to the project to make it more green and more sustainable. It also took 9 weeks to do the construction documents required for the HDDR. Mr. Weidenhamer recognized that the process was not perfect and it has added a lot of stress to the project and deadlines. However, he was optimistic that the process would continue to go well and that they were moving in the right direction. They have worked very closely with Staff and consistently within the guidelines.

Mr. Weidenhamer stated that the comments and opinions expressed by the HPB would be presented to the City Council at their first meeting in June. They have already spoken with the Building and Planning Departments regarding the scope of work involved. He did not believe that potential changes recommended by the HPB would hinder the timeline or cause substantive changes to the exterior. Mr. Weidenhamer clarified that when the City Council gave the authority to move forward with the project they were clear about wanting to hear HPB input as a second opinion.

Planning Manager Sintz stated that if there could be consensus from the HPB on specific comments, Mr. Weidenhamer could take those to the City Council. The Board would be notified when that occurs. Their comments would also be reflected in the minutes from this meeting.

Mr. Weidenhamer introduced Matt Twombly, the project manager for the City, and noted that Mr. Twombly was involved with the library addition for the City in 2004. He also introduced Jasmina Jusic, the Development Services Librarian, and Kevin Blalock the project architect. He provided a brief summary of Mr. Blalock's accomplishments and professional expertise.

Kevin Blalock, the project architect, stated that his firm was commissioned by Park City and the Library in January 2013 to begin this project. He outlined the process and the approach that led to where they were today. Mr. Blalock stated that in March 2013 they started the public input process to determine the types of materials that the public had deemed acceptable for the addition to the library, as well as the program components of the library. At the same time they

conducted a process of analyzing the project to determine whether to add a small, medium or large addition, or whether they should find a new piece of land and build a brand new library to avoid some the challenges of remodeling the existing Library. After looking at the construction timeline costs and the City goals, they decided on a smaller addition and an interior remodel, which was the current proposal being presented this evening. Mr. Blalock stated that through that process they shared their design in back and forth dialogue with the City Council, the Planning Commission, the Steering Committee, the Friends of the Library and the Library Board to keep their finger on the pulse of the community. The approach incorporated the Library goals and the City goals, which included respect for the historic building, reveal more of it if at all possible, and comply with the Department of Interior Guidelines for historic places.

Mr. Blalock stated that the project objective for the Library is to create a 21st Century library and to develop a stronger civic identity. He pointed out that a 21st Century library has nothing to do with design or appearance. It is about programs, functionality, and how it works within the community and for the community as a civic hub. The building programming consists of a number of new areas and new offerings to the public. It has to be Code compliant and part of that is being successful in meeting of all the ADA requirements.

Mr. Blalock provided a brief history to re-familiarize the Board members with the Library building. He provided a slide showing the footprint of the structure in the early 1900's. It is a four-sided building and the front is slightly buried by the parking lot. The two entry points on each side were originally exits for the High School. In 1992 a three-story addition was added that started to wrap around the building. In some areas it did not respond well to the historic fabric of the building. Since then a shuttle stop and other civic amenities were developed in the area. Mr. Blalock stated that part of the challenge was to capitalize on these site opportunities. One challenge was to find a way for the Library to create a strong civic presence and to act as an anchor for the Lower Park Avenue master planned development.

Mr. Blalock stated that they started to look at opportunities to link the public skate park and the City Park and connect all the different icon city elements to the Library. They thought about creating a pedestrian walkway that gathered everyone and brought them to the new front door of the Library. Mr. Blalock noted that along this timeline, as part of the MPD process and public feedback, they originally had the new building entry on the east historic face. After working with the Planning Commission changes were made and the entry is now set back approximately 22 feet from the building face.

Mr. Blalock indicated the location of the shuttle stop and the pedestrian crosswalk which lends itself to working more favorably with their proposed solution. He stated that the intent was to create a single cohesive addition. Therefore, they explored ideas for removing all or a portion of the 1992 addition and reveal more of the historic character of the building. Mr. Blalock reviewed slides of the building and noted that there were prominent historic components that responded to the historic building, but they did not believe the components contributed to the historic fabric of the original structure. In comparing the historic front side of the building on the east with the north side of the building, they could start to see the L-shaped piece that was added in 1992 that covered up a large portion of the historic structure in the back. He indicated two windows that he believed were in place with the original construction.

Mr. Blalock reviewed the current proposal, which included removing the 1992 addition all the way around the back of the building and to reveal what it was originally. He stated that they were able to achieve all of the program requirements of a 21st Century Library and the

community multi-purpose event space, and still reduce the footprint to help reveal some of the historic fabric.

Mr. Blalock presented images to show the context and mass.

Mr. Blalock stated that the materials pallet was derived from the building, as well as materials that are found in the immediate context. Two primary building materials were shown. One was zinc, which is a dull matte metal that has been used for centuries in Europe. The second was a real wood siding product that was developed in Europe and has some reference to historic Park City. They chose zinc for its longevity and sustainability, but also because the gray tone was a way to imply the gray concrete base of the building without replicating it. It was also more affordable.

Mr. Blalock reiterated that part of the goal was to create a multi-purpose, multi-use library. He indicated the portion of the Library that, in addition to being the entry, would also serve for after-hours uses. The Library itself could be secured even if the remainder of the building is being used for other events after the Library closes. That led to the opportunity of creating an active zone that activates the park and provides a place for social gatherings.

Board Member Holmgren referred to the checkerboard in front of the glass on the north side and asked about the material. Mr. Blalock replied that it was a concrete terrace. Board Member Holmgren asked if he had considered using granite for the terrace like they were doing for the sidewalks on Main Street. Mr. Blalock replied that they were dissuaded from using granite due to maintenance issues. They also need to respect the budget they were given for this project. Board Member Holmgren thought the granite material had worked well on Main Street. Mr. Jonathan stated that they would like to do granite but it was not affordable.

Planning Manager Sintz reported that early in the process the owner group talked about the subordination of materials and making sure that the materials used in the historic portion of the building remained the dominant features. The concrete was dressed up with the scoring pattern, but they were very cognizant that it is a secondary, subordinate, less important addition. They were asked to respect the original library and not use materials that would be termed "nicer" than what the original structure had.

Board Member Holmgren understood the concerns, but she thought it was very impressive that they could put those types of sidewalks and curb and gutter in Main Street Old Town. She believed it was all American granite. Board Member Holmgren clarified that she only mentioned it as a suggestion.

Mr. Blalock reiterated that one of the challenges was to create a more sustainable building. As they construct buildings now days, they typically create a structure that they add insulation to, and then put cladding over the top. However, they do not have that opportunity with the Library building. Instead, they have to strip away the interior components and add insulation and make the walls fatter on the inside. Mr. Blalock noted that all the windows were changed out in 1992 and they had done a good job matching the existing historic windows that were in place in the early 1900s. He stated that a few of the windows would be replaced on the back where the brick that was covered up would be exposed. Mr. Blalock noted that in 1992 the stair tower off the back of the building was removed and it was patched with gray concrete. They found the existing brick in the basement of the building and they plan to use as much of that brick as possible for infill. Mr. Blalock explained how they also intend to expose some of the existing

historic brick walls in the study rooms on the second floor, and have natural light coming in from the west off Norfolk.

Planning Manager Sintz asked Mr. Blalock to summarize the discussion they had with City Council regarding the energy efficiency and the desire to modify the roof form to get a higher efficiency rating, but still retain the historic roof. Mr. Blalock remarked that currently there was no insulation in the building. He reiterated his previous explanation on how they plan to insulate the walls to be more energy efficient. He noted that the same exploration needed to be done on the roof. Mr. Blalock stated that currently the building loses energy through the roof and that allows snow to melt. The roof was reinforced in order to add insulation so it would support the required snow load and still maintain its historic character. Mr. Blalock stated that in 1992 swamp coolers were added to the roof and they are visible from Norfolk and up the hillside. Those swamp coolers were removed in the image he presented because they would be replaced with a high-efficiency mechanical system.

Mr. Weidenhamer noted that the City Council had to wrestle with their goals of being sustainable versus the policy for historic preservation. They asked the City Council to make a priority decision and it was unanimous that historic renovation on both the interior and exterior was most important. Therefore, they decided to pursue a LEED certification as opposed to Energy Star certification. Mr. Weidenhamer believed they were very close to achieving LEED Silver standard.

Planning Manager Sintz stated that when the City Council called time-out on the project to look at all the options, there was a hard discussion on the fact that per the newly adopted general plan, one of the greatest forms of preservation is adaptive re-use. She believed that utilizing this building in the lower Park Avenue area was a long-term commitment by the City Council to look at adaptive re-use of the City's historic structures. It could also be used as an example for future economic development. Planning Manager Sintz thought this was an exciting project, particularly with the ability to have LEED certification with a Landmark structure. She recalled from public input documents that the desire for this building is to be listed on the National Register. Planning Sintz believed there was a strong commitment from the City Council to move that process forward once the renovation is complete.

Mr. Weidenhamer stated that one of the primary goals for the project, and driven by the library programs, was to identify an entry way into the Library. He believed that had been accomplished. Working with Staff, preservation consultants, and an experienced architect they were able to modify the design based on input, and to subordinate the new entry way. He pointed out that the City Council has a commitment to a community center; and there are already community tenants in the building that use the traditional and historic entryway. He recognized that the entry has been split up and the main entrance to the Library would be focused on the north end. The rest of the community uses would continue to use the main historic doors. He thought it was a good balance of community goals and Council goals over the Library program. It also highlights the commitment to authentic community fabric. Mr. Weidenhamer believed the proposal was consistent with the City Council goals and the current guidelines.

Chair Kenworthy liked the proposal. He asked if the entrances would be seasonal entrances or used for the different uses inside the building. Mr. Weidenhamer replied that the entrances would continue to be open as they are today. Chair Kenworthy asked if people could access all aspects of the building through those entrances or if it would be partitioned for specific uses.

Mr. Weidenhamer stated that people would have full access to the building through those entrances.

Mr. Blalock clarified that in an effort to address the security of the Library, people entering through the stair tower entry might encounter another set of doors.

Board Member Crosby asked about security surveillance. Mr. Twombly stated that currently there were 12 to 15 cameras in and around the building. There is a desire to enhance the security with additional cameras and additional door security.

In looking at the new view from Park Avenue, Board Member White liked the fact that the total original building seems to be maintained. He thought it was a good idea to have the entry on the north end and to keep the original stair towers. Board Member White liked how the height of the addition on the north side was the same height as the concrete base with the same color. He assumed the dark brown on the west side and the north side was a wood material. Mr. Blalock replied that he was correct. Board Member White asked about the maintenance and longevity versus using another material. He suggested the possibility of using a more sustainable material in the same dark brown that was shown.

Mr. Blalock explained that the proposed material is a real wood veneer with a protective film that is laminated on to a resin backer. It is insect and rot resistant and it will not warp or fade like real wood, even though it has a real wood face. The upkeep is minimal. Board Member White asked about if the ultra-violet would fade. Mr. Blalock stated that it has a ten year warranty against fading. The color may eventually lighten a little beyond its ten year mark, but it would always look like brown wood. Mr. Blalock noted that they were still exploring a completely synthetic material as another option. The material is all manmade but it has the same look.

Board Member White supported what was being proposed for the project.

Board Member Holmgren referred to the north side and asked if anything was planned for the area above the new entrance. She asked if they would consider a roof garden. Mr. Blalock stated that they intent to put in a decorative gravel mulch. The portion on the corner would be an outdoor reading terrace that comes directly off a reading room on the second floor. Mr. Weidenhamer noted that the unusable portion was driven by the budget. He explained that there would not be enough structure underneath to support a rooftop garden.

Director Eddington asked if the balcony on the upper level would be usable. Mr. Blalock stated that it was originally intended to be usable in the original adaptation; however, budget constraints forced them to remove that amenity.

Board Member Melville asked why the 1992 addition was being removed, since it would result in losing space. Mr. Blalock replied that most of the space was stage wing and storage space on the third floor. The storage needs were accommodated with a more efficient plan and the wing space that was used for theatrical productions is no longer necessary for film productions. He believed it was a worthwhile sacrifice to remove the addition in order to attain more of the historic nature of the existing building.

Board Member Melville asked why they would not just remove the top level of the addition because doing that would achieve the same amount of exposure they are getting with the new addition. She wanted to know why they would not leave the brick of the addition in the back and on the sides rather than rebuild it. Mr. Blalock explained that they wanted to make sure that the

addition looked consistent all the way around the building to avoid a piecemeal look with the existing historic structure, a 1992 addition and a 2014 addition. Secondly, the 1992 addition does not conform with the current structural codes and requirements. The amount of retrofit work required to punch openings and add insulation involved more work and expense than if they removed the addition and started with new construction.

Board Member Melville thought the view was jarring, particularly the north side driving down Park Avenue. She noted that the old addition was brick and the new construction is a slick composite and zinc. She did not like the appearance of two new materials tacked on to an old building or the different levels and heights of various materials and colors. In her opinion, the zinc wall looked like a penitentiary wall going around the building. Board Member Melville was looking for harmony within the entire building, but instead she saw a number of different pieces.

Board Member Melville asked if an assessment had been done to determine whether this proposal would affect the National Register eligibility, which was a condition of approval for the project. Mr. Blalock replied that nothing proposed would hamper or restrict National Register eligibility. In his view and that of the historic consultant, they were doing everything to promote the ability for the building to be recognized for the National Register.

Board Member Melville asked if an analysis had been done by a professional consultant to verify that it would meet the requirements for the National Register. Planning Manager Sintz pointed out that the Historic District Design Guidelines are based on the Secretary of Interior Standards, and the whole process for HDDR and the universal guidelines is based on that process. The architect and the owner representatives have been meeting with Staff to go through the different analyses. Based on the process, Ms. Sintz was confident that the proposed project would be eligible for the National Register; otherwise, it would undermine the entire Historic District process.

Board Member Melville believed there were a number of areas where the project did not meet the historic design guidelines. If the project is built to the plans presented, she preferred to have it analyzed now rather than after it is built. Board Member Melville strongly encouraged an analysis of whether this project would meet the requirements to be eligible for listing on the National Register as part of the approval. She felt it was very important to have that confirmed before they move forward. Board Member Melville had read the letter from the Utah Heritage Foundation regarding the placement of the primary entrance. The letter states that the secondary entrance is fine when needed for ADA compliance, but the proposal to include a new exterior entry separate from the building runs counter to accepted preservation philosophy, which recommends that historic entrances continue to be used as primary entrance. She thought that was an important factor that had not been addressed.

Planning Manager Sintz noted that she had clarified earlier in the meeting that the Utah Heritage Foundation letter was in reference to the MPD drawings. She remarked that the Staff had the same concern and the entrance was moved back 22 feet because of the comment in the letter that Ms. Melville had referenced.

Board Member Melville pointed out that it was still meant to be a primary entrance. Ms. Sintz replied that it would be a primary entrance for the Library but not necessarily for the building. She thought it was important to understand the different functions occurring in the building. If the entire structure was just a library she could see where the entrance might be a concern.

Director Eddington referred to the rear façade and asked if there was a reduction in mass on the west side. Mr. Blalock replied that it was a three story brick volume along the residential street. He recalled that one of the Planning Commissioners had asked if there was a way to break down the scale to make it more compatible with the residential neighborhood. Mr. Blalock reiterated that it is a four-sided building with different activities on all four sides. That was one reason why they looked at breaking it down a little. In addition, the City has a requirement to break up continuous expanses with separation or stepping. Director Eddington noted that the reduction on the back was significant.

Board Member Melville emphasized her request to have a professional historic preservation consultant look at the drawings and provide guidance to assure that the building would not lose its ability to be listed on the National Register. Planning Manager Sintz offered to pass her suggestion on to the City Council.

Board Member Vance stated that according to MPS.gov, the Secretary of Interior standards for rehabilitation, presentation, etc., encourages an addition that does not imitate the historical structure. He believed that standard would qualify the Library for Landmark status on the National Register. Board Member Vance remarked that he personally thought the Department of Interior was completely wrong. Just because something is law does not mean it is right. He thought the real issue was how to break up a façade. Commissioner Vance agreed that the addition looked like a brick wall. However, the system of columns, window placement, fenestration and the order of the building broke it up in such a way that the mass did not appear large because it was broken down. Rather than breaking it down into smaller masses, he preferred to see something that stays with the continuity of the order of the existing structure and breaks it up in the same order as the original structure using like materials. At the same time, they could make it modern in accordance with the Secretary of Interior standard to keep its historic status. Board Member Vance outlined some of his issues with the proposed design. He thought the wing that comes out further on the north wall should align. He was also unsure how the bottom as shown relates to the existing building. Board Member Vance stated that he personally likes to see historic additions on historic structures, recognizing that his opinion did not agree with the Department of Interior.

Chair Kenworthy noted that a historic addition would not satisfy the goal of keeping it as a Landmark structure. Board Member Melville thought it could be done and still keep its historic status. She noted that the Marsac Building was renovated without adding additional pieces and different materials. She did not believe the finished product would have looked nearly as good if those things had been added. Board Member Melville suggested that they renovate the Library in a similar way as the Marsac Building.

Mr. Weidenhamer stated that the Marsac Building already lacked needed space when it was completed, and the City plans to do a \$100,000 interior remodel within the next month because they are out of space. He noted that the City was very close to walking away from the Library building for the same reason; however the City Council revisited the issue and re-committed to the adaptive re-use knowing that space would be an issue. Mr. Weidenhamer felt it was time to find the balance and understand that there are trade-offs when committing to the re-use of a 1922 building.

Board Member Melville clarified that she favored adaptive re-use of the Library because it is a wonderful building. The question was how to do the exterior. Board Member Melville outlined areas where she did not believe the proposal met the design guidelines. She read, "Additions should be visually separated from historic buildings when viewed from the public right-of-way."

She did not think the new entrance was removed from the building by a transitional element. Board Member Melville further read, "Window shapes and patterns found on the historic building should be reflected in the new addition." She noted that the windows on the north side looked nothing like the historic building.

Board Member Melville read from Guideline D2.1, General Compatibility, "Additions should complement the visual and physical qualities of the historic buildings." In her view, the addition of the zinc banding that wraps around the building, and the wood component on various heights in no way complemented the physical and visual qualities of the historic building. She read from D1.2, "Additions should be visually subordinate to the historic buildings when viewed from the primary public right-of-way." Board Member Melville remarked that the proposed addition was so different that it was jarring and it would overpower the rest of the building.

Chair Kenworthy asked if Board Member Melville thought the addition provided the functionality for what she would like to see in the community. Board Member Melville replied that it might flow better if the addition was separated a little more and there was less variety of materials. She was bothered visually by the different heights that do not relate to the old building. Chair Kenworthy asked if Ms. Melville liked the functionality of the indoor/outdoor space. Board Member Melville stated that indoor/outdoor is always nice, but she believed it could be achieved in ways other than what was proposed.

Board Member Holmgren doubted that there were many people drive up and down Park Avenue more than she does. She comes home from the grocery store south on Park Avenue and she starts looking over there right away to see who is out with their dog or she starts looking for a parking place. With the mature greenery, the front entrance is not noticeable until you reach the front of the building. She looks at that building every day and realizes the contrast from when she moved into her house in 1991. At that time someone was filming a ghost movie there and the City was getting ready to tear down the building. Six weeks after she moved in the City decided to save the building and refurbish it. She visits the Library building every day and sometimes twice a day because it is a gorgeous structure. Board Member Holmgren pointed out that before even reaching the building you have to pass the unattractive condominiums that stick up to the end of the parking lot, the parking lot itself, and then the trees.

Board Member Melville noted that the trees on the north side would be removed with the construction. Board Member Holmgren understood that the trees would be replaced. Mr. Weidenhamer clarified that four trees would be removed and replaced.

Board Member Holmgren thought the architect had done a great job designing the project, and that the mature landscaping softens the look. Her primary concern was parking generated by increased use and capacity. Mr. Blalock stated that approximately seven parking stalls would be lost to add more green space. Planning Manager Sintz recalled that because this is a high-use for public transit, the Planning Commission had requested a thorough analysis of the parking and found it to be acceptable for the other amenities. Board Member Holmgren pointed out that with the current parking on a movie night, there is no room for emergency vehicles to get in if necessary. Ms. Sintz understood that there were parking issues with special events. Ms. Holmgren stated that besides the Library parking lot, the problem extends to the Mawhinney lot across the street and people parking in private yards.

Mr. Weidenhamer stated that language from the original 1992 MPD carried through stating that when an event reaches a certain size, a threshold is reached where there are additional requirements set by the Building Official and Fire Marshall. Director Eddington recalled

language about a connection to the Mawhinney parking lot. Mr. Weidenhamer replied that the Mawhinney parking lot is required to be kept as parking for the use of the building.

Chair Kenworthy asked for the net gain or loss of square footage. Mr. Blalock stated that they were gaining approximately 2400 square feet of net space. Chair Kenworthy pointed out that they were gaining interior space and losing seven parking spaces.

Board Member Crosby asked if they had considered replacing or relocating the lost parking spots. Mr. Twombly stated that the biggest issue with parking was the use from the 1992 MPD. At that time there were two pre-schools and the University of Utah, in addition to the film series and the Library. Those schools, including the U of U, have all gone away. The uses include the Library, the new preschool, and the Film series. Because of the reduction in uses and the number of people using the building at one given time, a parking reduction was warranted.

Board Member Bush noted that there was a small parking lot on the north side of the athletic field that could easily accommodate eight additional spaces. Mr. Blalock remarked that parking was heavily discussed at both the Planning Commission and City Council levels. Ultimately, both groups wanted to be more sustainable and promote a more walkable community. They felt that with the site development and connecting the pedestrian trails, people should be able to park at point A and get to point B without getting back in their cars.

Board Member Holmgren stated that it was a lovely game plan but it would never happen. She favored Board Member Bush's suggestion about adding parking to the lot at the north end of the athletic field.

Chair Kenworthy opened the public hearing.

Ruth Meintsma, a resident at 305 Woodside Avenue, thought the plan was gorgeous. She liked the separation on the north side and how the height was diminished and stepped back. She liked the different materials. Ms. Meintsma thought the way they did the exposure at the back was beautiful. She stated that a lot of the homes look down on roofs and she was pleased that they had made the roof of this building pleasant to look at. Ms. Meintsma thought the zinc wall in the back had a curvature element to it. She remarked that the addition is very different from the historic and it was broken up by the brown color and the zinc. She believed they were different enough that the historic building blooms out of the new addition. It gave it a stage to stand on. Ms. Meintsma stated that her comments were strictly her personal opinion as a neighbor but she thought the project was exciting.

Chair Kenworthy closed the public hearing.

Chair Kenworthy asked the Board for their final comments.

Board Member Vance clarified that he and Board Member Melville thought the proposal presented was very jarring. They would like to see an addition that is more harmonious and compatible in materials, and one that follows the historic order of the building rather than be the focal point.

Board Member Melville stated that her concern was whether it continues to be a Landmark building and whether it meets the criteria of the Code 15-11-10(A), Landmark Sites, 1(b), "that it retains its' historic integrity in terms of location, design, setting, materials, workmanship, feeling

and association.” She did not believe this addition was what it could be in terms of accomplishing all of that. Ms. Melville had concerns about jeopardizing the Landmark status and its listing on the National Register of Historic Places. She would like to see a good opinion from a certified professional as part of what goes to the City Council.

Chair Kenworthy stated that he would like to see a parking and transit plan to see how the plan supposedly works. He had concerns with having a multi-purpose building centered around a City Library, with an extended 2400 square feet and less parking.

Board Member Crosby commented on the additional 2400 square feet, and she wanted to know the parking ratio per thousand square feet. Planning Sintz stated that the ratio was analyzed for the Planning Commission in the MPD. She could not recall the facts; however, it did meet the criteria. Board Member Crosby recalled that it was three spaces per 1,000 square feet. Ms. Sintz replied that the ratio is based on the type of use. She noted that an MPD has the ability to modify parking after going through a specific analysis.

Board Member Crosby referred to the north side and asked which parts specifically would be removed and when they were built. She was told that it would be all of the 1992 addition. Ms. Crosby understood that it was being replaced with the zinc covered wall. Mr. Blalock replied that most of it would be replaced with the wood clad material. Ms. Crosby referred to the west elevation and indicated the mature trees around it. She thought the zinc wall appeared to be a long span without a break and asked if there was a way to break it up. She commented on the bump outs on the southwest side of the original building and asked if there was a way to reflect something similar to that in the zinc wall to break up the expanse of straight zinc.

Mr. Blalock reported that the zinc is a panelized product that helps reduce the scale. The wavy pattern shown was a perforation through the metal to show the glass behind the wall, which were the study rooms. The intent was to allow as much natural light as possible. Ms. Crosby felt that was an important fact to know. Otherwise, it just looks like a penitentiary wall. Mr. Weidenhamer stated that when they first walked into the Library with Mr. Blalock they talked about the glow and vitality of the interior uses and finding a way to let the community know that Library and community events were occurring inside. Mr. Weidenhamer noted that he and Director Eddington had a similar reaction when Mr. Blalock first proposed the metal. However, as they looked at pictures of applications, they quickly changed their mind. He noted that Mr. Blalock had included pictures of the zinc application in his presentation, but he had asked him to remove them to avoid confusing the discussion. Mr. Weidenhamer apologized for not providing the pictures.

Board Member White agreed that retaining the Landmark status was the most important issue and they should get a professional opinion to make sure this project would not have a negative effect. He also agreed with the concerns regarding the parking. In terms of the architecture, Board Member White thought Ms. Meintsma’s comment about the historic building blooming from the addition was completely accurate. He personally liked the design very much.

Board Member Holmgren reminded them about the parking area on the other end of the dog field. If it belongs to the City they could make it bigger.

Chair Kenworthy asked Jasmina Jusic for her thoughts on the design, as well as the functionality and the expansion of the interior. Ms. Jusic stated that the Library Staff was neutral on the exterior design. Regarding the interior, the plan would improve functionality and allow for an expanded children’s area and an expanded teen and tween area. There will be more room

for the Library collection and it will allow room for a digital medium lab of appropriate size. It provides flexible space for all types of community events, as well as different types of programming. It also allows the flexibility to keep changing the Library interior as things evolve. Ms. Jusic personally liked the exterior design and she thought it made the historic building stand out.

Planning Manager Sintz summarized a list of items taken from the discussion this evening: 1) Board Member Holmgren would like to see granite on the exterior patio. 2) Chair Kenworthy had raised questions regarding the entrances. Chair Kenworthy clarified that he liked all the entrances, including the new entrance. It was important to do everything possible to retain the Landmark Status and the National Register of Historic Places and he believed that could be accomplished with the proposed design. There was consensus among the Board that keeping Landmark Status and the eligibility for the National Register of Historic Places was very important. 3) Board Member Crosby had asked about the surveillance system. She also had questions about the ability to break up the zinc wall and received clarification on that. 4) Board Member White had agreed with the comments regarding the Landmark status and the National Register Status. He liked the views from Park Avenue and that the stair towers were being left intact. He liked the different materials and massing and thought the addition was subordinate to the historic. Board Member White had questions on the durability and maintenance of the wood material. 5) Board Member Holmgren had asked about putting a roof garden over the new entry. 6) Board Member Melville had a number of concerns and felt that the materials and the different levels and heights were jarring. She thought there was lack of cohesiveness. She was concerned about problematic elements of the addition. Board Member Melville felt strongly about making sure that the National Register Eligibility would not be compromised. She did not feel that the entry had been separated. She would also prefer less material components. 7) Board Member Vance had echoed Ms. Melville's concerns. He also stated that he did not agree with the Secretary of Interior standards. Board Members Vance and Melville had made comments about retaining the 1992 addition or utilizing some of the brick material similar to the 1992 addition. 8) All of the Board members expressed major concerns regarding the loss of parking. 9) Board Member Bush had made comments about potentially using the parking lot on the north end of the athletic field to make up the lost parking spaces.

Assistant City Attorney McLean asked if there was consensus regarding the materials. She understood that Board Members Vance and Melville thought the materials were jarring, and she asked if the rest concurred. Board Member Holmgren thought the building was nice looking and she liked the proposed materials. She had attended all of the public meetings and she thought the architect followed a lot of the public input. With the exception of Board members Vance and Melville, the rest of the Board members liked the materials and design.

Assistant City Attorney McLean pointed out that all of their comments would be forwarded to the City Council. She asked about the timeline for presenting their comments to the City Council. Mr. Weidenhamer anticipated that it would be the first City Council meeting in June. Planning Manager Sintz thought the City Council should also have a copy of the minutes from this meeting. Director Eddington questioned whether the minutes could be prepared in time for the June 5th meeting and suggested that it may not be until the June 12th meeting. Ms. McLean asked if Chair Kenworthy would be available to represent the HPB at the City Council meeting on either June 5th or June 12th. Chair Kenworthy stated that he would be out of town on June 5th. Ms. McLean requested that Chair Kenworthy choose someone to represent the HPB if he was unable to attend. Planning Manager Sintz would contact Chair Kenworthy as soon as the date was confirmed.



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# Memorandum

## Exhibit C

**To:** Members of the City Council, Park City, Utah  
**From:** Anne Oliver, Principal Investigator, SWCA Environmental Consultants  
**Date:** May 30, 2014  
**Re:** Impact of a proposed addition on the eligibility of the Park City Library and Carl Winters School for the National Register of Historic Places

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### Introduction

On May 21, the Park City Historic Preservation Board (HPB) was asked to provide comments to the Park City Council regarding the design of the addition for the Park City Library and Carl Winters School (the Library), which is presently deemed eligible for the National Register of Historic Places (NRHP). One of the greatest concerns of the HPB was that the addition might cause the building to lose eligibility. SWCA Environmental Consultants (SWCA) has served as the preservation consultant to Park City Municipal Corporation (PCMC) since November of 2013. As SWCA's preservation expert, I have attended weekly Design Review Team meetings with the Planning Department staff and have been involved in discussions regarding the rehabilitation of the Library and, in particular, the design of the new addition. Community Development Manager Jonathan Weidenhamer asked that I write a memo to City Council explaining that the addition will not impact the building's NRHP eligibility. He asked that the memo include:

- An outline of my qualifications to support my expertise on NRHP eligibility
- Findings that show that the addition will not preclude the structure from being listed on the NRHP in the future

This memo summarizes my professional opinion only and provides no guarantee that the reviewing bodies, including the Utah State Historic Preservation Office (SHPO), the Utah Board of State History, and the National Park Service (NPS), will interpret the case in the same way. Ultimately, the only organization with the ability to decide whether or not the addition will impact eligibility is the NPS, and it's likely that they will formally render that decision only when the property is nominated to the register. In the meantime, if PCMC requires a higher degree of certainty, I suggest we enter into conversations with staff at the SHPO and at the NPS to garner their preliminary opinions.

### Professional qualifications and expertise

I am an architectural historian and conservator with a broad range of experience in the preservation of historic buildings, ruins, and archaeological sites. I studied architectural history at the University of Virginia and received a Master's of Science in historic preservation from the University of Pennsylvania. I

meet the Secretary of the Interior's Professional Qualification Standards for Architectural History, Historic Preservation, and Architectural Conservation.

I was initially employed as an architectural conservator with the National Park Service (NPS), after which I was principal of Oliver Conservation Group for 18 years. There my work focused both on conservation and the history, documentation, and preservation of nineteenth and twentieth century industrial, residential, and institutional architecture in the western United States. I have worked for SWCA for nearly two years, where I am a Principal Investigator for architectural history and cultural resource projects.

I am experienced in all aspects of preservation and conservation, including archival research, documentation, eligibility determination, condition assessment, laboratory testing and analysis of materials, conservation treatment design and implementation, preservation and maintenance planning, project management, training of graduate-level students, report writing, presentation of research at national and international conferences, and publication of articles in national and international journals. I am an active member in regional and national preservation organizations and have served as chairperson of the Salt Lake City Historic Landmark Commission.

Through education, training, and experience, and because of my prior employment with the NPS, I am sensitive to the values and standards of federal agencies and am well versed in the Secretary of the Interior's Standards and Guidelines for the preservation of historic properties. I have conducted hundreds of NRHP eligibility evaluations and have worked closely with the Utah SHPO on several large rehabilitation projects, including those for the George Thomas Library at the University of Utah and the Weber County Main Library in Ogden, to ensure that proposed work does not affect the NRHP eligibility of the historic buildings.

### **What makes a property eligible for the NRHP?**

The NRHP Criteria for Evaluation identify the range of resources and kinds of significance that will qualify properties for listing on the register. Generally, properties should be at least 50 years old to be considered for the NRHP, and they may be eligible for listing under one or more of the following criteria:

- Criterion A – if they are associated with events that have made a significant contribution to the broad patterns of our history at a local, state, or national level.
- Criterion B – if they are associated with the lives of persons significant in our past.
- Criterion C- if they embody the distinctive characteristics of a type, period, or method of construction; or that represent the work of a master or that possess high artistic values; or that represent a significant and distinguishable entity whose components may lack individual distinction.
- Criterion D – if they have yielded, or may be likely to yield, information important in prehistory or history (most often applied to archeological districts and sites).

The property's integrity, which is defined as the ability of a property to convey its historic significance, is as important as the Criteria for Evaluation. Integrity is evaluated on seven aspects: location, design, setting, materials, workmanship, feeling, and association. Eligibility for listing requires that the property retain most, if not, of these aspects.

### **Is the Library currently eligible?**

Yes. The Carl Winters School was designed by prominent local architects Carl W. Scott and George W. Welch and built in 1926-27. It is a good example of the Period Revival style architecture commonly used for institutional buildings at the time, and represents the culmination of the development of public educational buildings in Park City during the Mature Mining Era (1894-1930). The school was rehabilitated by PCMC in 1993 for use as a library and educational center, but the only significant exterior alteration was the construction of a large, nearly windowless, full-height brick addition that wraps around all three sides of the historic west (rear) wing. As noted on the Historic Sites Inventory form, the building presently retains all seven aspects of integrity and is eligible under Criteria A and C.

### **What are the standards and guidelines for making changes to a historic property without impacting its eligibility? How do these apply to the Library?**

The NPS has developed the *Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* to help guide the decision-making process when the choice is made to rehabilitate a historic property for improved or new use. PCMC's *Design Guidelines for Historic Districts and Historic Sites* are based closely on these national standards. The ten NPS standards are listed below in italics, and each is followed by a discussion of its application to the proposed Library addition.

*1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.*

When the building was rehabilitated in 1993, it was repurposed from a school to a library and educational center, a use that required minimal changes to character-defining features. The current rehabilitation project is intended to continue that new use while upgrading the facility. Thus the proposed rehabilitation project meets this standard.

*2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.*

The rehabilitation work will necessitate the removal of the 1993 addition and its replacement with a new addition that will also wrap around the west (rear) wing and continue at the basement level along the north side. However, the new addition will be much lower in height, revealing the original massing and spatial relationships of the historic building as well as some of the original features like buttresses and window openings. The modulated mass of the new addition will also be more compatible with the size, scale, and rhythm of the historic building.

The primary façade of the historic building faces east and most of the character-defining elements of the exterior are concentrated here, where no major changes are proposed. The part of the new addition that is visible on this side is set back from the façade and kept at basement height, minimizing its visual impact. Thus the proposed addition complies with this standard and in fact improves upon it by removing the less compatible 1993 addition.

*3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.*

There is no danger that the new addition will be mistaken for a historical feature, and in fact its design and materials will provide a clear visual record of changes to the building that were necessary to meet the changing needs of Park City residents and visitors over time. The proposed addition complies with this standard.

*4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.*

The only significant exterior change to the building is the 1993 addition, which is not yet 50 years old and has not acquired historic significance. Its removal to make way for the proposed addition does not violate this standard.

*5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.*

The proposed addition will not impact the east façade of the Library, where the greatest attention was given to craftsmanship and design detail. In fact, the removal of the 1993 addition and its replacement with a lower addition will make visible once again many of the important design details on the west wing. Thus the proposed addition complies with this standard.

*6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.*

The Library is in good condition and few, if any, deteriorated features will be replaced. Missing original features, like windows on the west wing that were removed when the 1993 addition was built, will be fully or partially replaced based on documentary evidence. Thus the proposed addition complies with this standard.

*7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.*

No chemical or physical treatments of historic materials are planned in association with the proposed addition.

*8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.*

There is the potential that archaeological resources will be uncovered during excavation for the foundations of the proposed addition. This standard can be addressed if and when the need arises.

*9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.*

As discussed under Standard 2, the removal of the 1993 addition and its replacement with the proposed addition will help to restore original features and spatial relationships. As well, the proposed addition is a product of current architectural theory and design and clearly differs from the historic building, and yet it is compatible in terms of size, scale and proportion, and massing.

The most significant departure from ordinary preservation practice is the extensive use of non-conventional materials, including horizontal wood slat siding on all sides, a perforated and back-lit metal screen wall on the west side, and metal panels and a long window wall for the basement level on the north side. "Compatible" does not mean "identical," however, and the use of new materials is acceptable if their size, scale, and color integrate well with historic building materials. We have worked toward this end during DRT meetings and, as I currently understand it, 1) the unit sizes and overall scale of the new materials will reference the patterns and rhythm of the historic materials, and 2) the color of the wood will be similar to the brick, and the metal will be similar in color and reflectance to the concrete foundation.

*10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.*

The proposed addition is kept external to the historic building, with connections made primarily through existing window and door openings. If the addition were to be removed in the future, the essential form and integrity of the Library would remain intact, thereby meeting this standard.

The NPS has also developed specific guidelines for new additions that help to ensure that rehabilitation measures will not significantly impact the character-defining features or integrity of historic properties.

These guidelines are listed below in italics; each is followed by a discussion of its application to the proposed Library addition.

- *Placing functions and services required for the new use in non-character-defining interior spaces rather than constructing a new addition.*

The project complies with this guideline.

- *Constructing a new addition so that there is the least possible loss of historic materials and so that character-defining features are not obscured, damaged, or destroyed.*

The proposed addition complies very well with this guideline, with its low height, careful exposure of important details on the west wing, and lack of impact on the east façade.

- *Designing a new addition in a manner that makes clear what is historic and what is new.*

I think we've got this one covered.

- *Considering the design for an attached exterior addition in terms of its relationship to the historic building as well as the historic district or neighborhood. Design for the new work may be contemporary or may reference design motifs from the historic building. In either case, it should always be clearly differentiated from the historic building and be compatible in terms of mass, materials, relationship of solids to voids, and color.*

The design for the proposed addition does an excellent job of eliminating the existing blank brick wall on the west side, breaking the new construction into units of more human scale, and enlivening the space (particularly at night) through the use of the perforated and back-lit screen wall. The low addition on the north side will strengthen the connection between the Library and the adjacent park without overwhelming either space. The contemporary design clearly differentiates new construction from old. Issues relating to compatibility are discussed above, but in general the proposed addition substantially complies with this guideline.

- *Placing a new addition on a non-character-defining elevation and limiting the size and scale in relationship to the historic building.*

The proposed addition is confined to the non-character-defining west wing and its size and scale are subordinate to the much greater mass of the historic building.

- *Designing a rooftop addition when required for the new use that is set back from the wall plane and as inconspicuous as possible when viewed from the street.*

Not applicable.

## **Conclusions**

The proposed addition to the Library substantially meets all standards and guidelines set forth by the NPS for the rehabilitation of historic buildings. The proposed addition will not significantly impact the integrity of the building, and it is my professional opinion that the Library will remain eligible for the NRHP under Criteria A and C after the rehabilitation project is completed. Modifications to character-defining interior spaces are not addressed in this memo, but at a quick glance it does not appear that these will affect eligibility either. The use of contemporary design and materials represents a significant departure from the 1993 addition which, with its stolid form and use of traditional materials, was fairly typical of preservation projects of the time. However, the careful and creative use of modern design can enliven old buildings and historic districts, creating a rich tapestry of old and new that demonstrates healthy growth and evolution rather than preserving a moment in time.

## Exhibit D

PARK CITY MUNICIPAL CORPORATION  
PLANNING DEPARTMENT  
445 MARSAC AVE ° PO BOX 1480  
PARK CITY, UT 84060  
(435) 615-5060



(08-09)

# HISTORIC PRESERVATION PLAN

For use with the *Historic District/Site Design Review Application*

### For Office Use Only

|                              |                               |
|------------------------------|-------------------------------|
| PROJECT PLANNER _____        | APPLICATION # _____           |
|                              | DATE RECEIVED _____           |
| PLANNING DIRECTOR _____      | CHIEF BUILDING OFFICIAL _____ |
| APPROVAL DATE/INITIALS _____ | APPROVAL DATE/INITIALS _____  |

## PROJECT INFORMATION

☒ LANDMARK SITE    ☐ SIGNIFICANT SITE    DISTRICT: NONE

NAME: Old Park City High School / Carl Winters School

ADDRESS: 1255 Park Avenue  
Park City, Utah 84060

TAX ID #: SA-72-X / SA-63-X OR

SUBDIVISION: \_\_\_\_\_ OR

SURVEY: \_\_\_\_\_ LOT #: \_\_\_\_\_ BLOCK #: \_\_\_\_\_

## APPLICANT INFORMATION

NAME: Kevin Blalock/Blalock and Partners

PHONE #: 801-532-4940 FAX #: \_\_\_\_\_

EMAIL: kevinb@blalockandpartners.com

## Instructions for Completing the HISTORIC PRESERVATION PLAN

The purpose of the HISTORIC PRESERVATION PLAN is to provide a detailed description of the proposed project, including the scope of work, methods/techniques being considered, and the potential impacts and/or benefits to Park City's historic resources. The Planning Department is authorized to require 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.

Your Historic Preservation Plan must include this cover page and the information noted below:

- Prior to you Pre-Application Conference with the Design Review Team, complete only section 1. PROJECT DESCRIPTION.
- To accompany your HISTORIC DISTRICT/SITE DESIGN REVIEW application, complete all sections of the form.

If you have questions regarding the requirements for completing the HISTORIC PRESERVATION PLAN, please contact a member of the Park City Planning Staff at (435) 615-5060.

## **1. PROJECT DESCRIPTION** (This section must be completed prior to your Pre-Application Conference).

Summarize the intent of the proposed project and describe the anticipated scope of work. For projects involving Historic Sites, the description should make known any intentions to remove, relocate, reorient, raise, disassemble/reassemble, and/or reconstruct all or part of the Historic Site.

To accommodate the expanding needs of the library and community, the applicant is proposing to renovate the existing building and add on a new addition to the historic Carl Winters School. Building-wide the goal is to promote opportunities for greater community meeting space, outdoor gathering space and the possibility of a small coffee shop.

A new addition with a footprint 2,400 square foot to the north elevation of the library is proposed, as well as significant changes to the existing 1993 addition. The height of the 1993 addition will be reduced to two (2) stories in order to reveal the cornice of the landmark structure. Along the north elevation, the added structure will be one (1) story in height. The total proposed building footprint upon completion will be 19,519 square feet and the gross square footage is 52,151.

The new addition will provide space for expanding the Park City Library. The plans for the Library include expanding the Children's area, creating dedicated pre-teen and teen areas, media, restrooms, and creating more flexible space. The applicants also propose to create a 315 square foot interior café within the new addition.

Within the existing structure, this project will extensively renovate the mechanical, electrical, lighting and front north stairwell. The building will also be brought up current building code for life safety and seismic. A new elevator and restrooms (both dating from the 1993 renovation) will be installed. The third floor will also be remodeled as a temporary home for the Senior Center while still accommodating the Park City Pre-School and Park City Film Series. In addition, the rehabilitation of the library and auditorium will guarantee its continued use for master festivals, most importantly the annual Sundance Film Festival.

The proposed parking will be reduced from 99 to 87 parking stalls to accommodate a landscaped entry sequence from the Park Avenue bus stop to the Library entrance. Of 99 total existing stalls, 19 will be removed/reconfigured and 7 added. The proposed facility open space is 88.26%. A new terrace will also be created on the north elevation of the structure, adjacent to the park.

## **2. DESIGN ISSUES**

Summarize the impacts the proposed project will have on the site's character-defining features. If the project proposes a negative impact on any character-defining feature, explain why it is unavoidable and what measures are proposed to mitigate the adverse affects.

Summarize the design of proposed elements (additions, materials, etc...). Address compatibility with existing character-defining features and historic materials.

### **Project Scope and Impacts**

This project will have moderate impacts on the character-defining features of the Park City High School/Carl Winters School. The proposed project will not affect the visually significant front facade of the structure, nor will it remove or cover any additional historic structure. The project will not damage or cover any decorative terra cotta or historic brick elements on any facade. The proposal will allow elements of the historic north, south and west facades of the school auditorium, covered by the 1993 addition, to again become visible. The

project will extensively rehabilitate the interior of the building and allow it to continue to function as a library and community resource.

The 1993 remodel and addition have already extensively reconstructed the interior with the exception of small tile work in hallways and the rehabilitated Santy auditorium. Further changes to the interior, except for the Santy auditorium or altering major space defining elements such as hallway and stair configurations will not affect the historical integrity of the building. The project does not alter these building elements in a way that will change how they are perceived after the remodel. The project also contemplates replacing the roofing materials on the building and upgrading the structural integrity and insulation on building roofs. Roof improvements will not be visible from the ground level.

The project proposes to demolish the second story of the 1993 addition on the north, south and west facades. The historic facade will become visible above the addition and along Norfolk Avenue. The facade was maintained in reasonable condition beneath the 1993 addition, especially the decorative pilasters and most of the brickwork. The windows in the third and fourth bays along the north side were removed and a stairwell cut into the third bay which allowed access from the auditorium. All other building windows were replaced in 1993. The stairway access was a requirement to allow the building, specifically the auditorium, to meet increased modern levels of safety and accessibility. The project will retain the stairwell on the south facade and remodel the north stairwell to meet accessibility standards. The project will match the window replacement associated with the 1993 remodel in the third and fourth bays.

Summarize the location and placement of proposed elements (additions, materials, etc...) Address visibility from the primary public right-of-way, impact on historic building/structure, and impact on historic materials.

### **Building Addition**

The project proposes a 2,400 square foot addition to the building. The addition will be located on the north building facade, a secondary facade, which faces the city park and the west facade, which was created in 1993. The north facade addition relates to the historic structure, will be restricted to one story and will not visually cover any of the brick facade above the building foundation. The addition will be visible from the front facade, but is distinctly subordinate to the historic facade. The visible length of the addition will be 20' (the historic main facade is 144' wide), and will be set back 24' 3" from the front of the historic facade, further subordinating the structure. By not creating a connector, this addition minimizes the profile of the addition in relation to the historic facade. The materials visible from the main facade are primarily glazing with a narrow zinc wall mirroring the foundation height and less substantial and visually lighter than the historic facade.

The addition does not attempt to mimic the historic facade, but uses subdued modern materials with elements relating to and complementing historic design elements and relationships. The addition materials are required to be non-reflective and include warm colors such as earth tones that blend with the natural colors of the area. The addition does not compete with the glazed terra cotta coping and collegiate gothic details on the main facade, especially the projecting bays with their tall, narrow windows and crenelated parapets.

The structure of the addition is steel with reinforced concrete foundations. The exterior materials are zinc and wood veneered composite panels with exposed fasteners. The zinc wall relates in height and visual width to the 13' high historic north facade concrete foundation. The wood veneered composite panels create a visual distinction from the masonry exterior. The wood veneered composite panels will not have a size relationship with brick courses, due

to cost constraints. The cladding fenestration mirrors the historic auditorium bay and window widths. The warm color also has a relationship to the colors of the multi-colored striated historic brick.

The building addition also creates a new relationship with the open space of the park immediately adjacent to the historic building. Previously the north facade was vertical with an imposing concrete foundation and service parking. The project contemplates a concrete terrace/plaza which will invite entry and interaction on the north facade. The relationships between, and especially the low profile of the plaza, addition and surrounding wall allow the best elements of the historic facade to be seen as superior to and above the addition.

For projects involving ADA compliance, explain how the proposed design solution minimizes adverse impacts on the original materials and design.

### **Americans with Disabilities Act Compliance**

This project will improve the accessibility of the building through widening and improving the ground floor building access through the new addition. The plan also contemplates a number of ADA parking stalls and crosswalks as well as drop-off areas for van and shuttle services. The project will improve accessibility for public transit riders. The project will also replace non-compliant restrooms and building elevator. The proposed ADA compliance elements will not negatively affect historic building elements and spatial relationships within the building interior will be retained.

### **National Park Service Historic Preservation Standards**

Additions are acceptable within the framework of the National Park Service standards for the Preservation of Historic Architecture, if the addition preserves the significant historic materials and features; and preserves the historic character; and protects the historical significance by making a visual distinction between old and new. This project meets these standards.

### **Park City Preservation and General Plan Compliance**

The proposal complies with Goal 1 of the Park City General Plan in that it preserves the mountain resort and historic character of Park City. The proposal to expand the Library will be modest in scale and ensure the continued use of the historic Landmark Carl Winters School. The new structure will complement the existing historic building, complying with the Design Guidelines for Historic Sites.

The proposal complies with Goal 3 of the General Plan in that it maintains the high quality of public services and facilities. The City will continue to provide excellence in public services and community facilities by providing additional space for the transformation of the Park City Library into a twenty-first century library and community center.

The proposal complies with Goal 5 of the General Plan in that it maintains the unique identity and character of an historic community. The rehabilitation of the structure and the new addition will maintain the health and use of the site as a community center and library. Moreover, the new addition must comply with the Design Guidelines and be simple in design, modest in scale and height, and have simple features reflective of our Mining Era architecture and complementary to the formality of the existing historic structure.

## **3. CONSTRUCTION ISSUES**

Following the format of the Physical Condition Report, summarize the work being proposed for each feature. Provide reference to or excerpts from the Physical Condition Report if needed to supplement the work summaries. Address the treatments being considered and the methods and techniques being proposed. (See Page 6 of the Design Guidelines for Historic Districts and Historic Sites for a list of the four treatments for historic sites).

SITE FEATURES: Describe the proposed scope of work to be performed.

A.1. Topography - The topography will not be materially changed with the renovation or addition.

A.2. Landscaping - The new addition will result in the loss of several trees; however, landscape plans propose to develop a more comprehensive pedestrian entrance from Park Avenue while enhancing the existing landscaping.

A.3. Retaining Wall(s) - Grading will be minimized. A small retaining wall/fence will be constructed to screen the service area from the terrace and main parking lot approach. The existing retaining wall along Norfolk Avenue will be retained. There are no historic retaining walls affected by the renovation or addition.

A.4. Exterior Steps - The historic front and south exterior steps will not be affected by the renovation or addition.

A.5. Fence(s) - There will be no change to the single existing fence which contains the Park City co-operative pre-school playground. A small fence will be added to the new retaining wall constructed near the service area.

A.6. Other - not applicable.

MAIN BUILDING: Describe the proposed scope of work to be performed.

B.1. Roof - The existing roofs of both the historic and 1993 addition will be stripped to their substrate surface and a new EPDM roof with carbon fiber reinforcement and insulation will be applied. These changes will not be visible from the ground.

B.2. Exterior Wall - Primary (East) Facade - None.

B.3. Exterior Wall - South Facade - None.

B.4. Exterior Wall - North Facade - A 2,400 square foot one story addition are proposed as well as reducing the height of the 1993 addition to two (2) stories in order to reveal the cornice of the landmark structure.

B.5. Exterior Wall - Rear (West) Facade - A reduction of height of the 1993 addition to two (2) stories will reveal the cornice of the landmark structure.

B.6. Foundation - None.

B.7. Porch(es) - Not applicable.

B.8. Dormer(s)/Bay(s) - No changes are proposed to the historic projecting bays on the front facade.

B.9. Additions - The 1993 addition will be cut back and lowered to the second story, revealing the historic auditorium.

B.10. Mechanical System - The mechanical system will be replaced.

B.11. Electrical System - The electrical system will be upgraded.

B.12. Structural System - The structural system will not be affected with the exception of penetrations into the auditorium to accommodate upgraded HVAC.

B.13. Hazardous Materials - No hazardous materials have been identified and no abatement is contemplated in the project scope.

B.14. Other -

MAIN BUILDING - DETAILS: Describe the proposed scope of work to be performed.

C.1. Windows - The two openings at the west end of the north façade will be replaced with high performance windows matching the aesthetic of the existing windows (retain historic fenestration patterns).

C.2. Doors - Interior doors will be replaced. There are no historic doors extant in the building.

C.3. Trim - Historic trim on the north and west sides of the auditorium facade will be exposed through selective demolition of the 1993 addition. No historic terra cotta on the parapet will be disturbed during the roof replacement. Historic trim, specifically a previously salvaged window sill, will be removed from the 1993 addition on the northwest corner of the building.

C.4. Architectural Ornamentation - No architectural ornamentation will be altered or removed except as previously discussed in this section.

C.5. Other - The Santy auditorium ceiling will be cut between the historic beams/molding, to allow for upgrades to the existing roof structure and insulation. These areas will be patched, including installation of new mechanical grilles. There will no longer be stand-alone rooftop units feeding the space, rather the Santy mechanical improvements will be tied into the overall building upgrades. The ceiling and walls will be painted, and the floor will receive new carpet. The decorative tile original to the school disturbed by the construction will be preserved if possible and given to the city for reuse.

ACCESSORY BUILDING(S): Describe the proposed scope of work to be performed.

D.1. Accessory Building(s) - There are no accessory buildings on the site and no additional accessory buildings are proposed.

STRUCTURE(S): Describe the proposed scope of work to be performed.

E.1. Structures - There are no additional structures on the site and no additional structures are

proposed.

#### **4. PROJECT TEAM**

##### **Architect of Record**

Blalock and Partners  
307 W 200 S, Suite 4003  
Salt Lake City, UT 84101  
Contact: Kevin Blalock, AIA  
T: 801.532.4940  
E: [kevinb@blalockandpartners.com](mailto:kevinb@blalockandpartners.com)

##### **Civil**

Forsgren Associates  
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Salt Lake City, UT 84111  
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##### **Landscape**

Loft Six Four  
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Sandy, UT 84070  
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##### **Structural**

BHB Engineers  
2766 S Main St  
Salt Lake City, UT 84115  
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##### **Mechanical**

Van Boerum & Frank Associates  
330 S 300 E  
Salt Lake City, UT 84111  
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T: 801.530.3148  
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## **Electrical**

Envision Engineering  
240 E Morris Ave, Suite 200  
Salt Lake City, UT 84115  
Contact: Francis Rosado, PE  
T: 801.534.1130  
E: [frosado@envisioneng.com](mailto:frosado@envisioneng.com)

A statement of competency for each firm is on file with the Park City Planning office.

A licensed architect will be involved in the analysis and design alternatives chosen for the project. The architect is Kevin Blalock, Blalock and Partners, Architecture Design Studio.

A licensed architect will be available during construction to ensure the project is executed according to the approved plans.

## **5. SITE HISTORY**

Park City High School, also known as the Carl Winters School is located at 1255 Park Avenue, Park City, Utah and was constructed in 1928 at a cost of \$185,000. This concrete and multi-colored striated brick horizontal building-type school has neo-gothic detailing, which is often referred to as collegiate gothic when associated with educational architecture. It was designed as a modern high school for 300 students and contained 18 classrooms, a gymnasium and a 500 seat auditorium.<sup>1</sup>

The building site was originally platted as small building lots in the Snyder's Addition survey. It was directly adjacent to a city owned park. Park City School District purchased the lots next to the city owned park to allow the school to have recreational access.<sup>2</sup> The school board and city split costs to improve the park and maintain baseball diamonds until the entire park property was given to the Park City School District in about 1933.<sup>3</sup>

The Park City High School building was designed by architectural firm Scott and Welch, a prominent Salt Lake City firm specializing in commercial and education buildings. Architects Carl W. Scott (1887-1959) and George W. Welch (1887-1942) also designed Salt Lake City's Elks Club building, South High School, Tooele High School, the Masonic Temple, Copperton planned community including Bingham High School, among many other Utah buildings.<sup>4,5</sup> The construction firm Alston and Hogan constructed the building.<sup>6</sup>

Park City High School opened for nine through twelfth grade students on September 26, 1927 while the building construction was completed. The building housed all of Park City's high school students, and occasionally middle school students until 1978, when a new high school was completed on Kearns Boulevard. The Park City High School building reopened the following year as the Carl Winters Middle School, which operated for three years. In 1981, the Park City School District abandoned the building and grounds, which were repurchased by Park City for \$1.3 million in 1986.<sup>7</sup>

Naming the newly opened middle school for Carl Winters was recognition of his influence on the school and Park City. In 1927, Carl Winters was appointed as the mathematics teacher for the newly opened Park City High School and continued in that role until 1936, when he was appointed as the school's principal.<sup>8</sup> His appointment as principal lasted only one year

before Carl Winters became the Superintendent for the Park City School District, a position he held until 1965.<sup>9</sup>

The Carl Winters School building was vacant for more than a decade until in 1990, when the City Council rejected private redevelopment of the site and decided to move the city public library from its location in the historic Park City Miner's Hospital building to the Park City High School building. Park City completely renovated and expanded the building footprint to accommodate an expanded library, the University of Utah, Utah Valley Community College and Soaring Wings Pre-School.

The exterior renovations included repairing the roof and replacing windows and doors. On the south (rear) façade, a multi-color striated brick and concrete addition was made to accommodate the pre-school. The interior, except for two stairwells and the auditorium, was completely gutted and reconstructed with updated mechanical, electrical and plumbing. The auditorium was refurbished and a projection screen and booth were added. The schools moved into the Carl Winters School in the fall of 1992 and the library moved in early 1993.<sup>10</sup> The overall plan for the building allowed for the auditorium to remain as a screening theater for the Sundance Film Festival and later for Park City Film Series and other community events.

A reading garden was added in the front of the building in 1997. In 2004, a second smaller interior remodeling project added 3,400 square feet to the library space by removing first floor classroom space.<sup>11</sup> In 2013, Soaring Wings Montessori School moved to its own building, leaving the library, University of Utah, and the Park City Film Series as the only building tenants.

<sup>1</sup> *Salt Lake Tribune*, Park City Builds Modern School Building, November 27, 1927

<sup>2</sup> *The Park Record*, Our New High School, February 24, 1928.

<sup>3</sup> Utah Landmarks Symposium on Carl Winters School, pp. 1. Date unknown. Utah Historic Preservation Office files.

<sup>4</sup> National Register of Historic Places, U.S. Department of the Interior, Park City High School Mechanical Arts Building, October 1996.

<sup>5</sup> Carl W. Scott and George W. Welch, Architects File, Utah State Historic Preservation Office.

<sup>6</sup> *Salt Lake Tribune*, Park City Builds Modern School Building, November 27, 1927

<sup>7</sup> Utah Landmarks Symposium on Carl Winters School, pp. 1. Date unknown. Utah Historic Preservation Office files.

<sup>8</sup> *The Park Record*, School to Open, dated September 23, 1927

<sup>9</sup> *The Park Record*, Carl Winters to Close Out Teaching Career in July, dated April 29, 1965

<sup>10</sup> Utah Landmarks Symposium on Carl Winters School, pp. 1. Date unknown. Utah Historic Preservation Office files.

<sup>11</sup> Park City Library Website, accessed March 1, 2014, <http://parkcitylibrary.org/about/library-history/>

## 6. FINANCIAL GUARANTEE

The Carl Winters School / Library is owned by Park City Corporation and no additional financial guarantees are required.

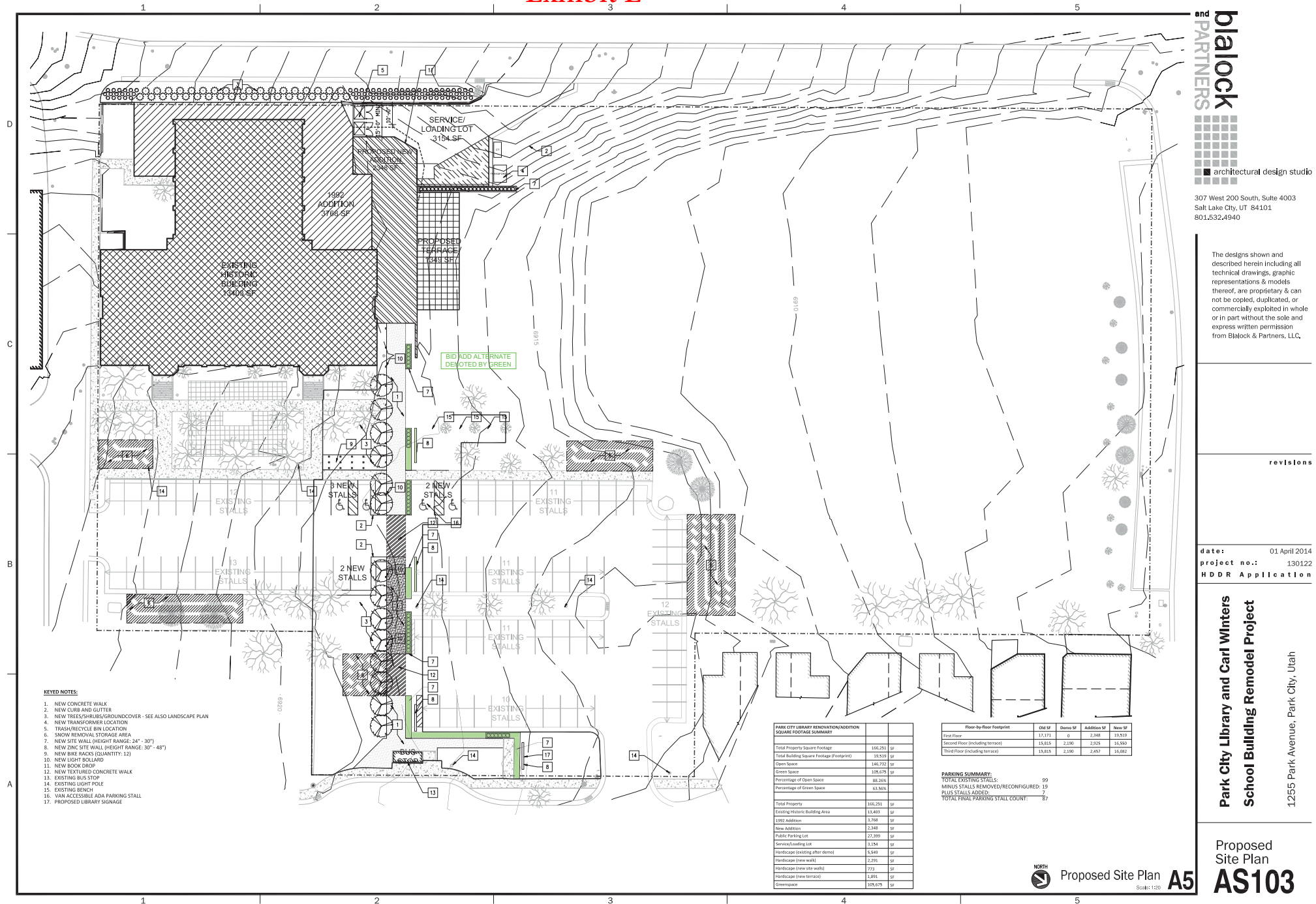
## 7. ACKNOWLEDGEMENT OF RESPONSIBILITY

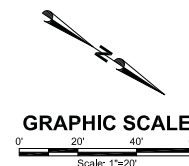
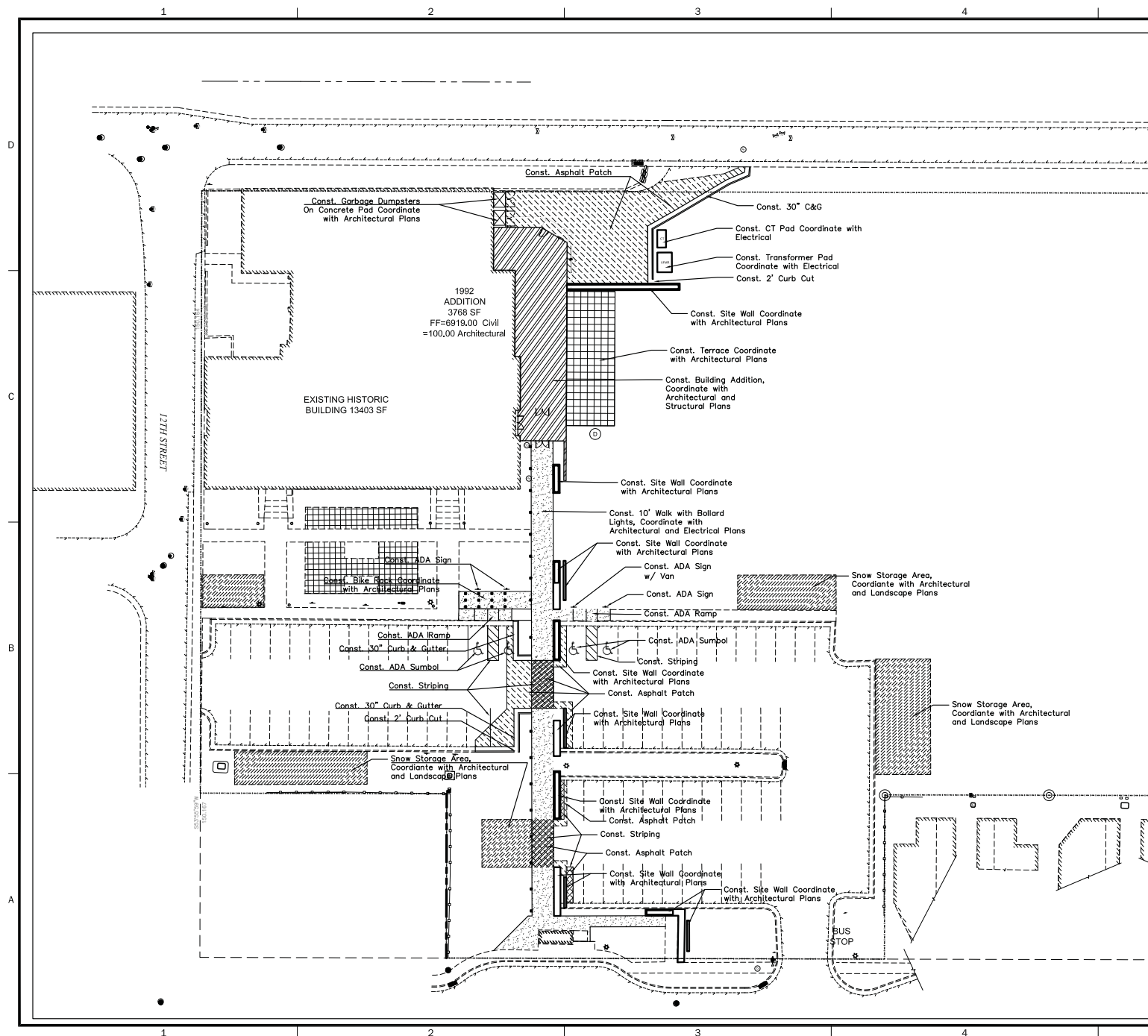
I have read and understand the instructions supplied by Park City for processing this form as part of the Historic District/Site Design Review application. The information I have provided is true and correct to the best of my knowledge.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

# Exhibit E





**black**  
**PARTNERS**

architectural design studio

307 West 200 South, Suite 4003  
Salt Lake City, UT 84101  
801.532.4940

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revisions

date: 01 April 2014  
project no.: 130122  
HDDR Application

**Park City Library and Carl Winters  
School Building Remodel Project**

1255 Park Avenue, Park City, Utah

Site Plan

**Sheet C-100**

**FORSGREN**  
*Associates Inc.*

370 EAST 500 SOUTH, #200 SALT LAKE CITY, UT 84111  
PH: 801.364.4765 FAX: 801.364.4802

## TREES



ACER GRANDIDENTATUM  
BOGTONG MAPLE



PRUNUS VIRGINIANA  
CANADA RED CHOKECHERRY



PRUNUS RADIATA / MAY DAY TREE



MALUS 'RADIANT'  
RADIANT CRAB APPLE



CORNUS PAUCIFLORA  
FOREST FAIRY REDBUD

## SHRUBS AND GROUNDCOVERS



EUONYMUS ALATUS  
DWARF BURNING BUSH



FORSTIA HYBRID  
SHOW OFF FORTSYTHIA



PRUNUS LAUROCERASUS  
OTTO LUYKEN LAUREL



PRUNUS CISTENA  
PURPLE LEAF SANDCHERRY



RHUS AROMATICA GRO-LOW  
GRO-LOW FRAGRANT SUMAC



JUNIPERUS HORIZONTALIS 'BLUE CHIP'  
BLUE CHIP JUNIPER



MAHONIA REPENS  
CREEPING MAHONIA

## ORNAMENTAL GRASSES



panicum VIRGATUM  
BLUE OAT GRASS



panicum VIRGATUM  
AUTUMN RED FLAME GRASS



PENNISETUM ALOPECUROIDES 'HAMLET'  
HAMLET DWARF FOUNTAIN GRASS



CALAMAGROSTIS 'KARL FOERSTER'  
KARL FOERSTER FEATHER REED GRASS



## PLANT SCHEDULE

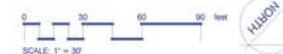
|                                                                |    |
|----------------------------------------------------------------|----|
| DECIDUOUS TREES                                                | 1  |
| ACER GRANDIDENTATUM BOGTONG MAPLE                              |    |
| PRUNUS RADIATA MAY DAY TREE                                    |    |
| ORNAMENTAL TREES                                               | 11 |
| EUONYMUS ALATUS DWARF BURNING BUSH                             |    |
| FORSTIA HYBRID SHOW OFF FORTSYTHIA                             |    |
| PRUNUS LAUROCERASUS OTTO LUYKEN LAUREL                         |    |
| PRUNUS CISTENA PURPLE LEAF SANDCHERRY                          |    |
| SHRUBS                                                         | 12 |
| MAHONIA REPENS CREEPING MAHONIA                                |    |
| LOW GROWING SHRUBS                                             | 13 |
| RHUS AROMATICA GRO-LOW GRO-LOW FRAGRANT SUMAC                  |    |
| JUNIPERUS HORIZONTALIS 'BLUE CHIP' BLUE CHIP JUNIPER           |    |
| ORNAMENTAL GRASSES                                             | 14 |
| panicum VIRGATUM BLUE OAT GRASS                                |    |
| panicum VIRGATUM AUTUMN RED FLAME GRASS                        |    |
| PENNISETUM ALOPECUROIDES 'HAMLET' HAMLET DWARF FOUNTAIN GRASS  |    |
| CALAMAGROSTIS 'KARL FOERSTER' KARL FOERSTER FEATHER REED GRASS |    |

## SPECIAL NOTE:

1. LANDSCAPE SHOWN IS CONCEPTUAL ONLY AND IS STILL IN DEVELOPMENT.

## REFERENCE NOTES SCHEDULE

| SYMBOL | DESCRIPTION                                        | SEE      |
|--------|----------------------------------------------------|----------|
| 1      | DESIGNED ROCK MOUND (RM)                           | SEE 100A |
| 2      | STEEL DOORS BETWEEN ALL PLANTING AND TAP AREA (PM) |          |
| 3      | TAP AREA (PM)                                      |          |
| 4      | PROPERTY LINE (PL)                                 |          |
| 5      | NEW CONCRETE ROAD                                  |          |
| 6      | NEW CURB AND GUTTER                                |          |
| 7      | NEW TRANSFORMER LOCATION                           |          |
| 8      | NEW REMEDIAL/STORAGE AREA                          |          |
| 9      | NEW CONCRETE SIDEWALK                              |          |
| 10     | NEW ASPHALT DRIVE PAVEMENT                         |          |
| 11     | NEW ASPHALT DRIVE PAVEMENT                         |          |
| 12     | NEW ASPHALT DRIVE PAVEMENT                         |          |
| 13     | NEW ASPHALT DRIVE PAVEMENT                         |          |
| 14     | EXISTING LIGHT POLE                                |          |
| 15     | EXISTING LIGHT POLE                                |          |
| 16     | EXISTING LIGHT POLE                                |          |
| 17     | EXISTING LIGHT POLE                                |          |
| 18     | EXISTING LIGHT POLE                                |          |
| 19     | EXISTING LIGHT POLE                                |          |
| 20     | EXISTING LIGHT POLE                                |          |
| 21     | EXISTING LIGHT POLE                                |          |
| 22     | EXISTING LIGHT POLE                                |          |
| 23     | EXISTING LIGHT POLE                                |          |
| 24     | EXISTING LIGHT POLE                                |          |
| 25     | EXISTING LIGHT POLE                                |          |
| 26     | EXISTING LIGHT POLE                                |          |
| 27     | EXISTING LIGHT POLE                                |          |
| 28     | EXISTING LIGHT POLE                                |          |
| 29     | EXISTING LIGHT POLE                                |          |
| 30     | EXISTING LIGHT POLE                                |          |
| 31     | EXISTING LIGHT POLE                                |          |
| 32     | EXISTING LIGHT POLE                                |          |
| 33     | EXISTING LIGHT POLE                                |          |
| 34     | EXISTING LIGHT POLE                                |          |
| 35     | EXISTING LIGHT POLE                                |          |
| 36     | EXISTING LIGHT POLE                                |          |
| 37     | EXISTING LIGHT POLE                                |          |
| 38     | EXISTING LIGHT POLE                                |          |
| 39     | EXISTING LIGHT POLE                                |          |
| 40     | EXISTING LIGHT POLE                                |          |
| 41     | EXISTING LIGHT POLE                                |          |
| 42     | EXISTING LIGHT POLE                                |          |
| 43     | EXISTING LIGHT POLE                                |          |
| 44     | EXISTING LIGHT POLE                                |          |
| 45     | EXISTING LIGHT POLE                                |          |
| 46     | EXISTING LIGHT POLE                                |          |
| 47     | EXISTING LIGHT POLE                                |          |
| 48     | EXISTING LIGHT POLE                                |          |
| 49     | EXISTING LIGHT POLE                                |          |
| 50     | EXISTING LIGHT POLE                                |          |



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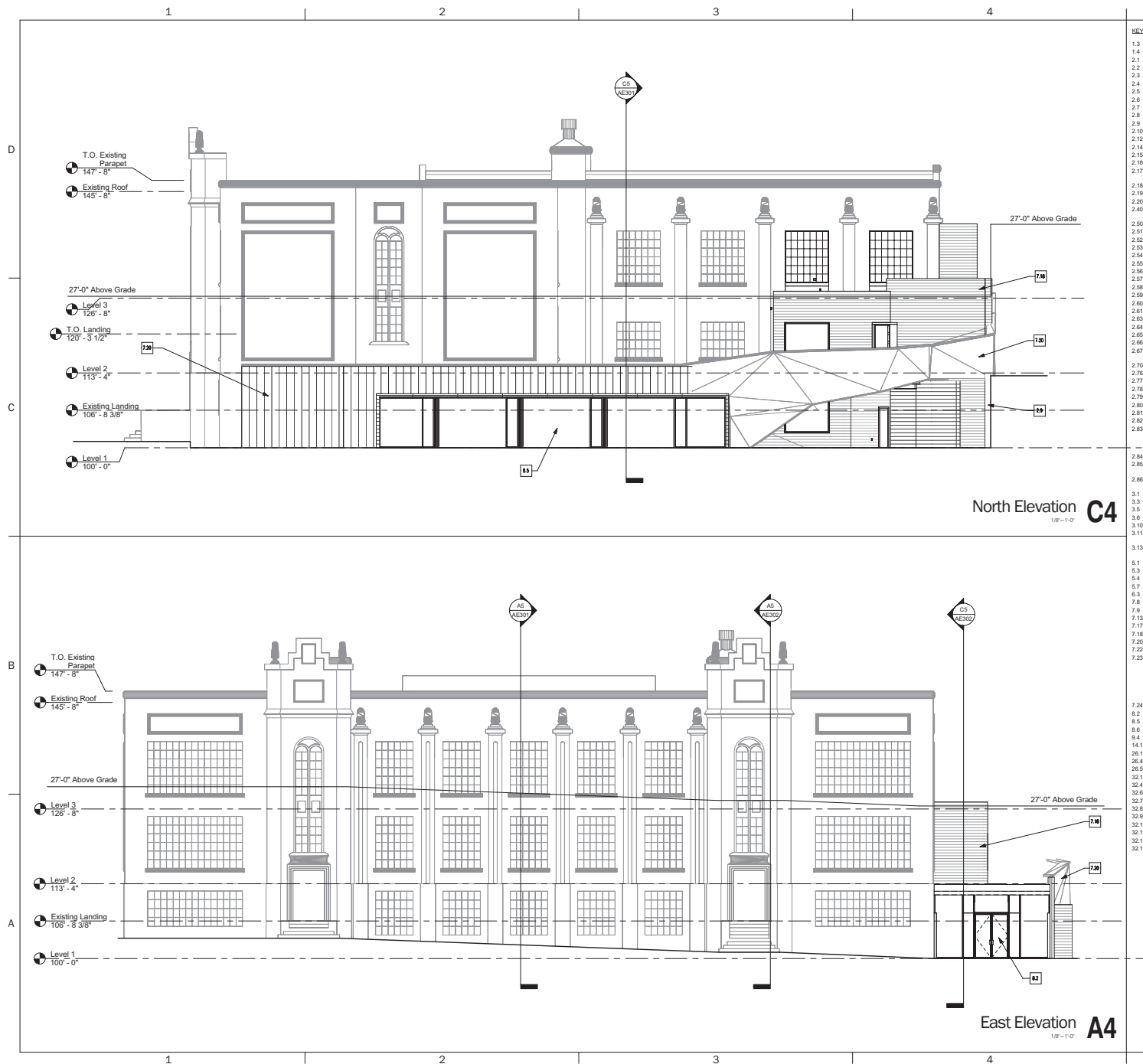
date: 01 April 2014  
 project no.: 130122  
 HDDR Application

Park City Library and Carl Winters  
 School Building Remodel Project

1255 Park Avenue, Park City, Utah

LANDSCAPE  
 PLAN  
 LP101





- KEYNOTES**
- 1.3 CONSTRUCTION LIMITS
  - 1.4 PROPERTY LINE
  - 2.1 EXISTING LIGHT POLE TO REMAIN
  - 2.2 EXISTING FIRE HYDRANT TO REMAIN
  - 2.3 EXISTING SIGN TO REMAIN
  - 2.4 EXISTING WALK (OR PORTION OF) TO REMAIN
  - 2.5 EXISTING STRIPING TO REMAIN, TYP.
  - 2.6 EXISTING BUS STOP STRUCTURE TO REMAIN
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  - 2.8 EXISTING VEGETATION TO REMAIN, TYP.
  - 2.9 EXISTING WALL TO REMAIN, TYP.
  - 2.10 EXISTING COLUMN TO REMAIN
  - 2.12 EXISTING TUNNEL TO REMAIN, TYP.
  - 2.14 EXISTING STAIRS TO REMAIN
  - 2.15 EXISTING SKYLIGHT TO REMAIN
  - 2.16 EXISTING ROOF DRAIN TO REMAIN
  - 2.17 EXISTING PARAPET SUPPORTS TO REMAIN, TYP. OTHER PARAPET SUPPORTS EXIST THAT ARE NOT SHOWN. ALL ARE TO REMAIN.
  - 2.18 EXISTING PARAPET CAP TO REMAIN, TYP.
  - 2.19 EXISTING AIR HANDLER TO REMAIN
  - 2.20 EXISTING CONCRETE SLAB TO REMAIN
  - 2.40 RELOCATE CUBBIES/LOCKERS TO 3RD FLOOR - SEE NEW CONSTRUCTION FLOOR PLAN
  - 2.50 REMOVE PORTION OF BUILDING (SEE DEMO FLOOR PLANS)
  - 2.51 REMOVE WALL (OR PORTION OF), TYP.
  - 2.52 REMOVE DOOR AND FRAME, TYP.
  - 2.53 REMOVE GLAZING
  - 2.54 REMOVE PLUMBING FIXTURE, TYP. (SEE ALSO MECHANICAL DRAWINGS)
  - 2.55 REMOVE BENCH AND CONCRETE PAD
  - 2.56 REMOVE ARCHWAY AND SUPPORTING BASE/COLUMNS
  - 2.57 REMOVE BIKE RACKS
  - 2.58 REMOVE TRANSFORMER (SEE ALSO ELECTRICAL DRAWINGS)
  - 2.59 REMOVE VEGETATION, TYP.
  - 2.60 REMOVE CURB/SEWER (SEE ALSO CIVIL DRAWINGS)
  - 2.61 REMOVE ASPHALT PAVING (SEE ALSO CIVIL DRAWINGS)
  - 2.62 REMOVE STRIPING, TYP.
  - 2.64 REMOVE BUILT-UP CASIMETRY/MILLWORK
  - 2.65 REMOVE FLOOR FINISHES. PREP CONCRETE SUBFLOOR FOR NEW FINISHES.
  - 2.66 REMOVE CONCRETE SLAB (OR PORTION OF)
  - 2.67 REMOVE CONCRETE/STEEL DECK COMPOSITE FLOOR AND SUPPORTING JOISTS (SEE ALSO STRUCTURAL DRAWINGS)
  - 2.70 REMOVE ELEVATORS AND ASSOCIATED EQUIPMENT
  - 2.76 REMOVE TOILET PARTITIONS, TYP.
  - 2.77 REMOVE STAIRS
  - 2.78 REMOVE CONCRETE WALK (OR PAD)
  - 2.79 REMOVE LIGHT BOLLARD
  - 2.80 REMOVE SIGN - SALVAGE TO OWNER
  - 2.81 REMOVE TURNAROUND COVER
  - 2.82 REMOVE EXISTING ROOFING MEMBRANE LAYERS TO SUBSTRATE
  - 2.83 REMOVE EXISTING FIN TUBE RADIANT HEATERS AND SALVAGE/STORE FOR REINSTALLATION. INVENTORY FOR REINSTALLATION IN THE SAME LOCATIONS REMOVED FROM. NOTE: EXISTING HOT WATER MAINS FEEDING THE HEATERS ARE TO REMAIN.
  - 2.84 REMOVE PLUMBING - CAP AT NEAREST MAIN
  - 2.85 REMOVE GYP SHEATHING DOWN TO FRAMING, TYP. REMOVE FRAMING AS REQ'D.
  - 2.86 SAWCUT/REMOVE EXISTING CONCRETE SLAB AND EXCAVATE TO ACCOMMODATE NEW SPOT FOOTINGS. REF. STRUCTURAL
  - 3.1 4" CONCRETE SIDEWALK ON 4" AGGREGATE BASE COURSE
  - 3.3 4" CONCRETE SLAB OVER 4" COMPACTED GRAVEL FILL
  - 3.5 CONCRETE FOOTING - REF. STRUCTURAL
  - 3.6 CONCRETE FOUNDATION WALL - REF. STRUCTURAL
  - 3.10 CONCRETE SLAB OVER METAL DECK - REF. STRUCTURAL
  - 3.11 CONCRETE SITE WALL/PLANTER (ADD ALTERNATE #1 - SEE ALTERNATES SPECIFICATION)
  - 3.13 HATCHED AREA INDICATES EXTENT NEW CARBON FIBER REINFORCEMENT UNDER NEW EPDM ROOFING. REF. STRUCTURAL FOR REQUIREMENTS.
  - 5.1 STEEL COLUMN - REF. STRUCTURAL
  - 5.3 STEEL BEAM - REF. STRUCTURAL
  - 5.4 STEEL JOIST - REF. STRUCTURAL
  - 5.7 METAL ROOF DECK - REF. STRUCTURAL
  - 6.3 8" PAINTED PLYWOOD SHEATHING - REF. STRUCTURAL
  - 7.8 BATT INSULATION, MINERAL-FIBER BLANKET INSULATION - REF. WALL TYPES
  - 7.9 4" MIN. RIGID POLY-ISO INSULATION, R-20 MIN.
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  - 7.17 PRE-FINISHED METAL PARAPET CAP
  - 7.18 WOOD VENEERED COMPOSITE PANEL SYSTEM WITH EXPOSED FASTENERS
  - 7.20 ZINC METAL WALL PANEL
  - 7.22 BLACK, UV RESISTANT WEATHER BARRIER
  - 7.23 NEW EPDM ROOFING OVER ENTIRE AREA INDICATED, TYP. REF. SPECIFICATIONS. WRAP MEMBRANE AROUND BOTTOM PARAPET SUPPORTS (SOME NOT SHOWN) AS REQUIRED TO CREATE A COMPLETELY SEALED MEMBRANE SYSTEM. WRAP UP TO EXISTING PARAPET WALLS TO UNDERSIDE OF PARAPET CAP AND EMBED INTO TERMINATION BARS RUNNING DIRECTLY UNDER EXISTING PARAPET CAP. CALK BETWEEN PARAPET CAP AND TERMINATION BAR.
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  - 32.7 TRASH/RECYCLE BIN ENCLOSURE
  - 32.8 METAL CLAD SITE WALL (ADD ALTERNATE #2 - SEE ALTERNATES SPECIFICATION)
  - 32.9 PARKING STRIPING
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and  
**blalock**  
PARTNERS  
architectural design studio

307 West 200 South, Suite 4003  
Salt Lake City, UT 84101  
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revisions

date: 01 April 2014  
project no.: 130122  
HDDR Submittal

Park City Library and Carl Winters  
School Building Remodel Project

1255 Park Avenue, Park City, Utah

Exterior Elevations  
**AE201**



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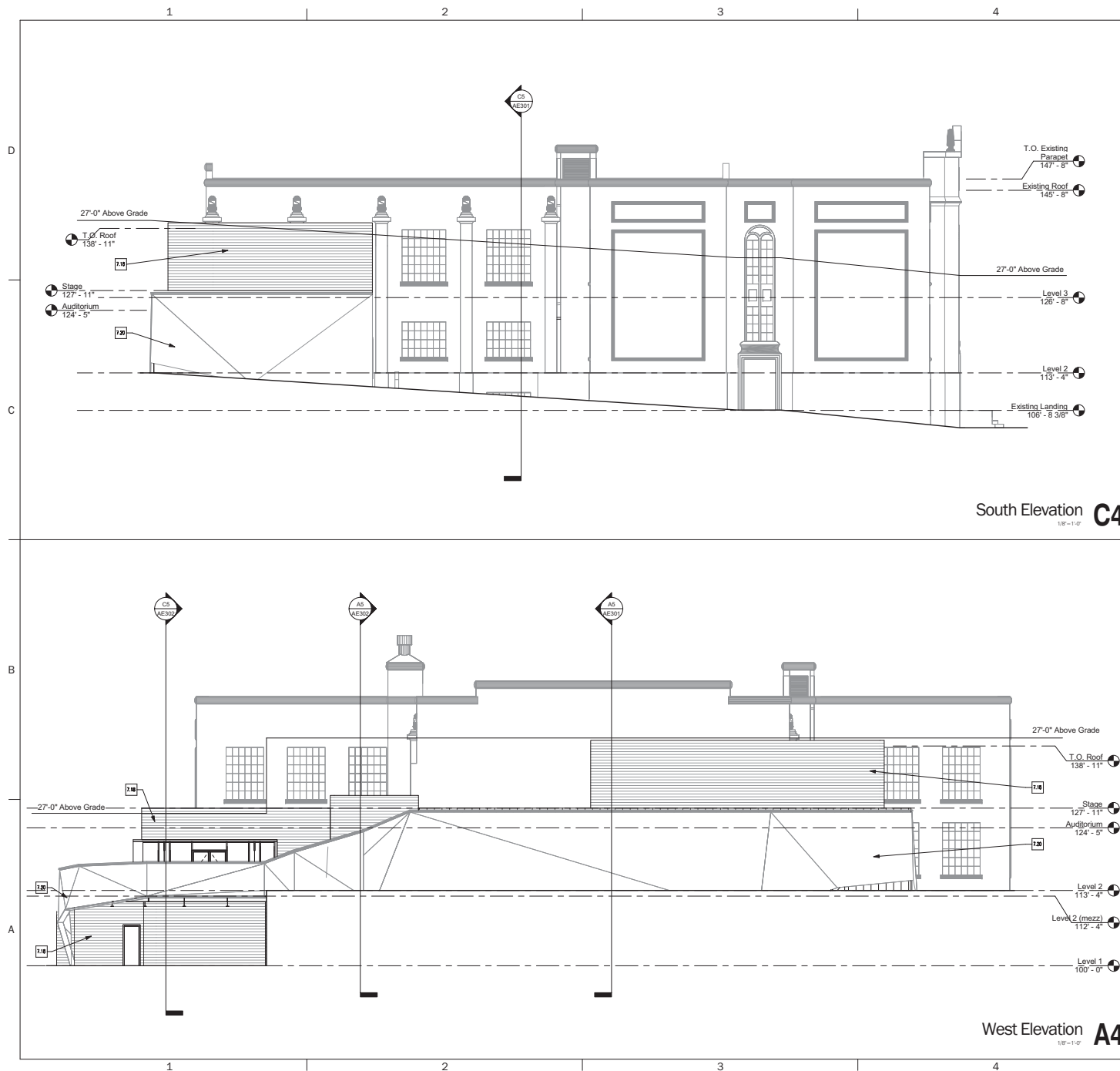
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**Park City Library and Carl Winters  
School Building Remodel Project**

1255 Park Avenue, Park City, Utah

Exterior  
Elevations  
**AE202**



- KEYNOTES**
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  - 32.12 LIBRARY SIGNAGE
  - 32.13 PEDESTRIAN CIRCULATION STRIPING

South Elevation **C4**  
1/8" = 1'-0"

West Elevation **A4**  
1/8" = 1'-0"

and  
**blalock**  
PARTNERS  
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Exterior Elevations  
**AE202**

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Future View **C5**  
Scale: N.T.S.

revisions

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School Building Remodel Project**

1255 Park Avenue, Park City, Utah

Exterior Views  
**AR301**

Existing View **A5**  
Scale: N.T.S.



EXISTING HISTORIC STRUCTURE  
TO REMAIN



SELECTIVE DEMOLITION OF EXISTING  
NON-HISTORIC STRUCTURE



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and  
**PARTNERS**  
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Future View **C5**  
Scale: N.T.S.

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Existing View **A5**  
Scale: N.T.S.

Exterior Views  
**AR302**



Future View **C5**  
Scale: N.T.S.



Existing View **A5**  
Scale: N.T.S.

**blalock**  
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date: 01 April 2014  
project no.: 130122  
HDDR Application

**Park City Library and Carl Winters  
School Building Remodel Project**  
1255 Park Avenue, Park City, Utah

Exterior Views  
**AR303**

1 2 3 4 5

D  
C  
B  
A



Future View **C5**  
Scale: N.T.S.



Existing View **A5**  
Scale: N.T.S.

**blalock**  
and  
**PARTNERS**  
architectural design studio  
307 West 200 South, Suite 4003  
Salt Lake City, UT 84101  
801.532.4940

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revisions

date: 01 April 2014  
project no.: 130122  
HDDR Application

**Park City Library and Carl Winters  
School Building Remodel Project**  
1255 Park Avenue, Park City, Utah

Exterior Views  
**AR304**

D  
C  
B  
A

1 2 3 4 5



Future View **C3**  
Scale: N.T.S.



Future View **C5**  
Scale: N.T.S.



FUTURE VIEW **A3**  
Scale: N.T.S.



FUTURE VIEW **A5**  
Scale: N.T.S.

**black**  
**and**  
**PARTNERS**

architectural design studio

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revisions

date: 01 April 2014  
project no.: 130122  
HDDR Application

**Park City Library and Carl Winters  
School Building Remodel Project**

1255 Park Avenue, Park City, Utah

Exterior Views  
**AR305**

Exhibit F



February 7, 2014

VIA EMAIL

Park City Corp. Municipal Council  
P.O. Box 1480  
Park City, UT 84060

Dear Council Members:

I recently had the opportunity to review the proposed design for the addition to the historic Carl Winter High School that currently serves as the Park City Library. I appreciated having a thorough staff report that included several renderings and floor plans.

First, I offer compliments to those involved for several aspects of the plan including: the design of an addition that clearly differentiates itself from the historic building through a contemporary design, reversing the impacts of the 1990s addition at the rear by removing it and restoring several features including the original window openings, and seeking a solution that will continue to allow the Park City Library to operate and bring the public to one of the truly landmark structures in the city.

There is one area of concern with the plan that I'd like to bring to your attention. The proposed addition is shown to include a new exterior entry directly from the parking lot. I can certainly understand the desire and need to provide an ADA accessible entrance that is easy to locate and use. However, when an addition such as this includes a new entryway, it renders the historic entrance on the front of the building as a secondary entrance, effectively to be seldom used by the public. The city's proposal runs counter to accepted preservation philosophy which recommends that historic entrances continue to be used as the primary entrances, and that any entrances provided in new additions be clearly designed as secondary.

I believe this is worth further discussion by the city and its consultants, and encourage Park City's leadership to initiate a conversation to seek a solution that will focus the public's attention on using the historic entrance.

Sincerely,

A handwritten signature in black ink, appearing to read "Kirk Huffaker".

Kirk Huffaker  
Executive Director

cc: Anya Grahn, Planning Division  
Anne Oliver, SWCA Consultants

Established in 1966, Utah Heritage Foundation was the first statewide preservation organization in the western United States. The foundation's mission is to preserve, protect, and promote Utah's historic built environment through public awareness, advocacy, and active preservation.

Utah Heritage Foundation • P.O. Box 28, Salt Lake City, UT 84110-0028  
[www.utahheritagefoundation.org](http://www.utahheritagefoundation.org) • (801) 533-0858



**PARK CITY REDEVELOPMENT AGENCY MINUTES- DRAFT**  
**SUMMIT COUNTY, UTAH**  
**APRIL 17, 2014**

**I. ROLL CALL-** Chair Thomas called the Park City Redevelopment Agency meeting to order at 3:30 pm in the Marsac Municipal Building on Thursday, April 17, 2014. Members in attendance were Jack Thomas, Liza Simpson, Dick Peek, Tim Henney, Cindy Matsumoto and Andy Beerman. Staff present were Diane Foster, Executive Director; Mark Harrington, City Attorney and Marci Heil, Secretary.

**II. CONSIDERATION OF MINUTES FROM JANUARY 9, 2014**

**Board member Peek moved to approve the Minutes from the  
January 9, 2014 RDA meeting  
Beerman seconded  
Approved unanimously**

**III. NEW BUSINESS**

1. Consideration of proceed with the procurement of the long lead items for the Library and Education Center Building Remodel Project and authorize the City Manager to enter into a Construction Manager at Risk Agreement in a form approved by the City Attorney's Office with Okland Construction Inc. for a Guaranteed Maximum Price of One million seventy four thousand one hundred sixty dollars (\$1,074,160).

Matt Twombly, Sustainability, Thomas Eddington, Planning Director; Harmon Togler and Steve Brown presented the item stating that the Council entered into a contract to move forward with green standards with direction to come back to the RDA for the long LEED items to include carbon fibers, steel, etc. Staff will also come back to the RDA in May with an addendum to the contract for the final Guaranteed Maximum Price.

Board member Simpson inquired if she could help with demolition

Board member Beerman inquired where the carbon fiber is going. Harmon stated that it will be used on the roof and will firm up the structure.

**Board member Matsumoto moved to proceed with the procurement of the long lead items for the Library and Education Center Building Remodel Project and authorize the City Manager to enter into a Construction Manager at Risk Agreement in a form approved by the City Attorney's Office with Okland Construction Inc. for a Guaranteed Maximum Price of One million seventy four thousand one hundred sixty dollars (\$1,074,160).**

**Board member Simpson seconded  
Approved unanimously**

2. Consideration of authorization staff to enter into a purchase order with Bailey's Moving in the amount not to exceed Ninety Three Thousand Five Hundred Seventy Four Dollars. (\$93,574)

Matt Twombly, Sustainability, stated that this contract is for the relocation of the Library from the Carl Winter's building to the Miner's hospital along with two bays at the fire station as well as City Hall. The move is anticipated to take 10 days with 25 full time movers to begin on May 12, 2014.

Board member Matsumoto inquired about any other bids. Twombly they did not go out for bid as these movers were listed on the State contract website and are projected to be coming in 30% less than another company.

Board member Peek inquired about the furniture storage from the current tenants of Miners. Twombly stated that it will be located in the back parking lot.

**Board member Henney moved to authorization staff to enter into a  
purchase order with Bailey's Moving in the amount not to exceed  
Ninety Three Thousand Five Hundred Seventy Four Dollars. (\$93,574)  
Board member Beerman seconded  
Approved unanimously**

#### IV. ADJOURNMENT

**Council member Simpson moved to adjourn the meeting  
Council member Peek seconded  
Approved unanimously**

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 Marci S. Heil, Secretary.

  
Marci S. Heil, Secretary





**PARK CITY COUNCIL REDEVELOPMENT AGENCY MINUTES-DRAFT**  
**SUMMIT COUNTY, UTAH**  
**May 15, 2014**

**I. ROLL CALL-** Chair Thomas called the Park City Redevelopment Agency meeting to order at 3:30 pm in the Marsac Municipal Building on Thursday, April 17, 2014. Members in attendance were Jack Thomas, Liza Simpson, Dick Peek, Tim Henney, Cindy Matsumoto and Andy Beerman. Staff present were Diane Foster, Executive Director; Mark Harrington, City Attorney and Marci Heil, Secretary.

**II. LOWER PARK AVENUE MASTER PLAN WORK SESSION DISCUSSION**

Jonathan Weidenhamer, Economic Development and Phyllis Robinson, Sustainability, discussed the Master Plan for Lower Park Avenue. Spoke to the main items they wanted to discuss being if the goals were still aligned, if the Board was supportive of the Woodward parking structure and if they would like to take a broader opportunity to gather community input and community goals. Weidenhamer outlined the RDA area stating that it is interesting that the RDA includes the main intersections in town. Discussed transportation and parking lot updates reminding the Board of the scoring process that was done in 2012. Discussed the Woodward concept as it relates to the PCMR Concept master plan. Discussed the Neighborhood and Community Redevelopment regarding goals, scope and timeline. Outlined the goals that were identified in 2011 including: maintaining green and open spaces, housing alternatives, exploring an east-west corridor connecting PCMR to Park Ave and exploring community/senior center opportunities.

Robinson reminded the Board of the progress that has been made over the years with acquiring property and realignment of goals and how they relate to community engagement. Board member Henney stated that he can embrace the parking lot/transit hub and inquired if they could put affordable housing on top of the parking structure. Henney then inquired if this would energize the economic development in this area or would it be better to couple it with the form based code project in the Bonanza Park area and get the area moving. Weidenhamer stated that the new growth mostly hinges upon the resort redevelopment. Generally the plan is for the City to offset some of the parking costs in order to make it easier for the Resort base to grow. The majority of the tax increments come from the parking lot development. Board member Henney reiterated his concerns for developing the area before the issues beyond the City's control are finalized. Foster clarified that staff would have to bring back the final plan before a transit station and parking lot are constructed as well as looking at what the outcome of the PCMR issue will be.

Mayor Thomas stated he wants to look at the whole picture of the community not just the outcome. Weidenhamer stated that the transit and circulation studies of the RDA are not going to be isolated to a parking garage and transit station at the base of the resort. It will be imperative that it connects the community as well as the surrounding corridors.

Board member Simpson stated that when you look at the transit station holistically this will not be the only hub in town but this project is ranked the highest according to the scoring team. She

identified that the goals are inline and would like to take a deeper look at the City's assets/property that are underutilized.

Board member Matsumoto stated she remembered the earlier discussions regarding the parking garage specifically that it could be crucial to offset parking on Main Street. She feels that staff needs to look at the east-west connection further to make sure that it is being used in the best possible way and would like to see the scope broadened to include the Bonanza Park RDA area. Really feels that Woodward would be a great addition to City.

Foster spoke to the reasons behind the context of the parking lot. Stated that Kent Cashel will be coming to Council with an updated review of the long and short term transit plans. Board member Matsumoto would like to push community involvement and find the needs of the community. Would also like to look at a neighborhood area to connect the Greenpark housing project.

Board member Beerman stated he is excited about all the goals and is in favor of Board member Simpson's suggestion. He is also concerned like Chair Thomas and Board member Henney with the transportation plan and would like to see balance.

Foster suggested that a transportation and connectivity goal be added to the Master Plan. Chair Thomas stated he had that same thought. Discussions continued about the connectivity needs.

Board member Peek stated he felt that having the parking element in the RDA would bring people to the core and allow them to fan out to the other areas of the City. Wanted to see the community engagement to look at the east-west corridor. Also feels the Woodward setting can benefit from the Olympic legacy and history.

Chair Thomas feels that Woodward will be a great asset to the community.

Chair Thomas opened the item up for public input. No comments were made.

### **III. ADJOURNMENT INTO CITY COUNCIL MEETING**

**Council member Peek moved to adjourn the RDA Meeting.  
Council member Simpson seconded  
Approved unanimously**

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 Marci S. Heil, Secretary.



## Redevelopment Agency Staff Report



**Author:** Matthew Twombly  
**Subject:** Library and Education Center Building Remodel  
- Award of Professional Services Provider contract  
**Date:** June 5, 2014  
**Type of Item:** Administrative - Award of Contract and waiver of fees

Sustainability

### Summary Recommendation –

1. Staff requests authorization to proceed with the procurement of the bid package #2 for the Library and Education Center Building Remodel Project and authorize the City Manager to enter into a Construction Manager at Risk Agreement in a form approved by the City Attorney's Office with Okland Construction Inc. for a Guaranteed Maximum Price of Four Million three Hundred Thirty Seven Thousand Eight Hundred Nineteen Dollars. **(\$4,337,819)**
2. Staff requests Council waive all Building Permit related fees on the project in the amount of Seventy Eight Thousand One Hundred Sixty Nine Dollars **(\$78,169)**.

**Topic:** Library and Education Center Building Remodel Project.

### Background:

On December 19, 2013 Council awarded the Preconstruction Services Contract to Okland Construction. The Preconstruction Services contract with Okland provided the project team with an in depth analysis of the costs of construction, costs for LEED certification and other green building envelope concepts and costs. Based on the work by Okland and the project team staff returned to Council on February 13, 2014 with a finalized budget and recommendation to proceed with the Library and Education Center Remodel project.

At the February 13, 2014 Council meeting there was significant discussion regarding the budget, green initiatives and where to move and operate the Library during the course of construction. The final direction from Council was to proceed with the Carl Winter's School Building remodel with a budget of \$6.82M for construction (\$9.32M total with soft costs) and proceed with the project this spring in order to get the Santy Auditorium open for Sundance.

In order to meet the project construction timeline for Sundance, on April 17<sup>th</sup> Council authorized the City Manager to enter into a Construction Manager at Risk agreement with Okland Construction for the procurement of long lead items including the elevator, the steel, demolition, carbon fiber reinforcement and early mobilization. Due to the constrained timeframe and the desire to bring the construction cost within budget the project team split the remaining construction bids into 2 packages. Bid Pack #2

includes the majority of the project except for the finishes. The Bid Pack 2 contains the earthwork, concrete, electrical, mechanical, plumbing, and fire sprinklers.

This phasing of the project and breaking up of the GMP was used on the Ice Arena project and more recently on the Main Street projects in order to meet the project timelines for completion, to procure long lead items and to lock in pricing on major commodities that could substantially inflate such as steel and concrete. Leaving the finishes out of Bid Pack 2 was mainly a timing issue but it allows the project team to adjust the type and quality of the interior finishes to meet the construction budget.

As defined in the City's purchasing policy a (CM/GC) Construction Manager/General Contractor is a contractor who enters into a contract for the management of a construction project when that contract allows the contractor to subcontract for additional labor and materials that were not included in the contractor's cost proposal submitted at the time of the procurement of the Construction Manager/General Contractor's services. The Construction Manager will implement all bid packages and subcontractors under a competitive bid requirement as required in the City's purchasing policy. The purchasing policy requires that the Project Manager will attend the award of all subcontracts which meet the threshold requirements in which the State Code (and our purchasing policy) requires a formal bid if it was bid individually.

#### **Analysis:**

Because the project is complex and on a tight schedule, the project team recommended that Okland Pre-qualify all potential subcontractors on the project. The prequalification insures that the project will not be delayed due to irresponsible bidders. The Request for Qualifications (RFQ) for subcontractors was advertised on March 8<sup>th</sup> and March 12<sup>th</sup>, 2014 in the Park Record and in the Salt Lake Tribune on March 8<sup>th</sup> and 9<sup>th</sup>. Additionally, the Request for Qualifications was posted on the City's website and at [utahlegals.com](http://utahlegals.com). The Bid package #2 was released to the prequalified bidders on May 2, 2014. The subcontract bids for Bid Package #2 including mechanical, plumbing, electrical, fire sprinkler, concrete, roofing, exterior walls, were opened at 3:00 PM on May 20, 2014.

The Guaranteed Maximum Price proposal of \$4,337,818 from Okland includes the subcontracts, general conditions, bonds, insurance, the construction manager's fee of 2% of the subcontracts and a contractor's contingency. The Guaranteed Maximum Price does not include the Pre-construction Services fee of \$19,948.

|                            |                    |
|----------------------------|--------------------|
| Subcontracts               | \$3,724,035        |
| General Conditions         | \$342,008          |
| Construction Manager's Fee | \$74,481           |
| Bonds                      | \$19,365           |
| Insurance                  | \$27,930           |
| Contingency                | \$150,000          |
| <b>Total</b>               | <b>\$4,337,819</b> |

|                          |             |
|--------------------------|-------------|
| Preconstruction Services | \$19,948    |
| Bid Pack #1 GMP          | \$1,074,159 |
| Bid Pack #2 GMP          | \$4,337,819 |
| Bid Pack #3 (Remainder)  | \$1,388,074 |
| Total                    | \$6,820,000 |

#### Waiver of Building Permit Fees

The building permit related fees based on the project valuation and impact fees total Seventy Eight Thousand One Hundred Sixty Nine Dollars (\$78,169). According to City Code and City Administrative Policy, City building permits fees and impact fees may be waived by the City Council if more than \$5,000. All building permit fees up to \$5,000 for City projects are automatically waived. The Fire District will waive any impact fees as PCMC has a reciprocal agreement with the District. The Snyderville Basin Water Reclamation District will only be charging a lateral inspection fee where the remodel will not increase the water usage.

#### Schedule

| Construction Timeline |    |                                                                                     |                                         |
|-----------------------|----|-------------------------------------------------------------------------------------|-----------------------------------------|
| date                  |    | what                                                                                | comment                                 |
| April                 | 17 | Council award of contract for Phase 1 Early Mobilization Guaranteed Max Price (GMP) |                                         |
| April                 | 29 | Phase 2 (Bid Pack 2) Construction docs done                                         | This is for the majority of the project |
| May                   | 2  | Release Bid Pack 2 to subcontractors                                                |                                         |
| May                   | 12 | Begin library move                                                                  |                                         |
| May                   | 19 | Movers complete                                                                     |                                         |
| May                   | 20 | Bid Pack 2 bid opening                                                              | This is for the majority of the project |
| May                   | 27 | Library opens at Miner's Hospital                                                   |                                         |
| May                   | 28 | Okland submits Guaranteed Max Price for library renovation                          |                                         |
| May                   | 28 | Okland mobilizes trailer, Limits of Disturbance fencing                             |                                         |
| June                  | 4  | Okland to begin interior demolition                                                 | Pending LOD/CMP approval                |
| June                  | 5  | Council to consider award of contract for Bid Pack 2 GMP                            |                                         |
| June                  | 16 | Exterior Demolition begins                                                          | Pending HDDR & Building Permit          |
| Jan                   | 5  | Sundance takes occupancy of 3rd Floor of CW building                                | Certificate of Occupancy required       |

**Department Review:** This report has been reviewed by representatives of Sustainability, Legal, and the City Manager's Office and their comments have been integrated into this report.

**Alternatives:**

**A.**

- 1. Approve the request, and authorize the City Manager to enter into a Construction Manager at Risk Agreement in a form approved by the City Attorney's Office with Oakland Construction Inc. for a Guaranteed Maximum Price of Four Million three Hundred Thirty Seven Thousand Eight Hundred Nineteen Dollars. (\$4,337,819):**
- 2. Waive building permit related fees totaling: Seventy Eight Thousand One Hundred Sixty Nine Dollars (\$78,169)  
(Staff recommendation )**

- B. Deny the request: Council could choose to reject the Guaranteed Maximum Price proposal for Bid Package 2. This would delay the project until next Spring and there would be financial impacts due to the previously authorized Early Mobilization Award, and the Library and tenant moves.
- C. Continue the Item: Council may feel there is not enough information to make a decision, which will delay the project until next Spring.
- D. Do Nothing: Same effect as continuance.

**Significant Impacts:**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | World Class Multi-Seasonal Resort Destination<br>(Economic Impact)                                                                                                                                                                                                                              | Preserving & Enhancing the Natural Environment<br>(Environmental Impact)                                                                                                                                                                                                                                                   | An Inclusive Community of Diverse Economic & Cultural Opportunities<br>(Social Equity Impact)                                                                                                                                                                                                                                        | Responsive, Cutting-Edge & Effective Government                                                                                                                                                                                           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Which Desired Outcomes might the Recommended Action Impact?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | + Balance between tourism and local quality of life<br><br>+ Varied and extensive event offerings<br><br>(+/-) (Select Desired Outcome)<br><br>(+/-) (Select Desired Outcome)<br><br>(+/-) (Select Desired Outcome)<br><br>(+/-) (Select Desired Outcome)<br><br>(+/-) (Select Desired Outcome) | + Abundant preserved and publicly-accessible open space<br><br>- Reduced municipal, business and community carbon footprints<br><br>(+/-) (Select Desired Outcome)<br><br>(+/-) (Select Desired Outcome)<br><br>(+/-) (Select Desired Outcome)<br><br>(+/-) (Select Desired Outcome)<br><br>(+/-) (Select Desired Outcome) | + Preserved and celebrated history; protected National Historic District<br><br>+ Skilled, educated workforce<br><br>+ Entire population utilizes community amenities<br>+ Community gathering spaces and places<br>+ Vibrant arts and culture offerings<br><br>(+/-) (Select Desired Outcome)<br><br>(+/-) (Select Desired Outcome) | + Well-maintained assets and infrastructure<br><br>(+/-) (Select Desired Outcome)<br><br>(+/-) (Select Desired Outcome)<br><br>(+/-) (Select Desired Outcome)<br><br>(+/-) (Select Desired Outcome)<br><br>(+/-) (Select Desired Outcome) |
| Assessment of Overall Impact on Council Priority (Quality of Life Impact)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Positive<br>                                                                                                                                                                                                   |  Neutral<br>                                                                                                                                             | Very Positive<br>                                                                                                                                                                                                                                 | Positive<br>                                                                                                                                           |
| <b>Comments:</b> Events and accessibility may have temporary negative impacts during construction, but the improvements are positive in the long term. Storm water improvements will have a neutral effect on water quality. The carbon footprint will be neutral even though more resources are used due to the maintenance and lifecycle costs of the materials we are considering for Main Street. The historic side is neutral in that we will celebrate historic sites and provide information, but many may consider the improvements less than desirable as historic. |                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                           |

### Funding Source:

There is currently \$6.82 million budgeted for construction in the overall \$9.32 million project. Staff anticipates returning to Council later in June with a final Guaranteed Maximum Price (GMP) for the remainder of the construction contract. The project team will work with Okland to make sure the final Guaranteed Maximum Price is within the \$6.8 million budgeted.

### Staff Recommendations:

1. Staff requests authorization to proceed with the procurement of the long lead items for the Library and Education Center Building Remodel Project and authorize the City Manager to enter into a Construction Manager at Risk Agreement in a form approved by the City Attorney's Office with Okland Construction Inc. for a Guaranteed Maximum Price of Four Million three Hundred Thirty Seven Thousand Eight Hundred Nineteen Dollars. **(\$4,337,819)**
2. Staff requests Council waive Building Permit related fees in the amount of Seventy Eight Thousand One Hundred Sixty Nine Dollars **(\$78,169)**.

## City Council Staff Report

**Subject:** Contract Addendum to Sale of 1450 & 1460 Park Avenue  
**Author:** Jason Glidden  
**Department:** Executive & Sustainability  
**Date:** June 5, 2014  
**Type of Item:** Administrative

### Summary Recommendations:

Staff recommends Council extend the Financing & Due Diligence Deadline included in the Real Estate Purchase Contract with Greenpark Cohousing LLC, from 6/15/2014 to 8/15/2014, for the sale of 1450 & 1460 Park Avenue.

### Topic/Description:

Deadline extension within the Contract Addendum to the Sale of 1450 & 1460 Park Avenue.

### Background:

On April 26, 2012, Council directed staff to negotiate a purchase agreement with Greenpark Cohousing, LLC (Greenpark) for the sale of 1450 & 1460 Park Ave following a Request for Proposal process. The City and Greenpark negotiated the terms of the Real Estate Purchase Contract (REPC), and Council approved the sale to Greenpark in November 2012. Acting in good faith, Council has three times extended deadlines within the REPC in order to achieve planning approval of this project.

The following outlines the primary deal points of the sale:

- Purchase Price: \$400,000 (plus 80% of net profit from sale of units)
- Earnest Money Down: \$20,000 (plus \$175/month until settlement)
- Due Diligence Deadline: 5/15/2013
- Settlement Deadline: 6/15/2013

*Greenpark CoHousing LLC submitted documentation of the following payments:*

|                    |                   |                                             |
|--------------------|-------------------|---------------------------------------------|
| Earnest Money Down | November 26, 2013 | \$20,000.00                                 |
| Earnest Payment    | March 19, 2013    | \$350.00 for Jan/Feb 2013                   |
| Earnest Payment    | June 21, 2013     | \$700.00 for March, April, May, June 2013   |
| Earnest Payment    | February 20, 2014 | \$1,400 for July 2013 through February 2014 |
| Earnest Payment    | May 27, 2014      | \$525 for March 2014 through July 2014      |

(Greenpark is up to date on its agreed upon payments)

On May 8, 2013, Council approved a request to amend the deadline dates of the REPC. The following changes were made:

- Due Diligence Deadline extended to 8/15/13
- Financing and Appraisal Deadline extended to 8/15/13
- Settlement Deadline extended to 10/1/13

On August 8, 2013, Council approved a second request to amend the deadline dates of the REPC.

The following changes were made:

- Due Diligence Deadline extended to 2/15/14
- Financing and Appraisal Deadline extended to 2/15/14
- Settlement Deadline extended to 3/1/14

On February 27, 2014, Council approved a third request to amend the deadline dates of the REPC. The following changes were made:

- Due Diligence Deadline extended to 6/15/14
- Financing and Appraisal Deadline extended to 6/15/14
- Settlement Deadline extended to 9/1/14

Greenpark has requested additional amendments to the deadline dates previously extended above. Greenpark has requested the following changes:

- Due Diligence Deadline extension to 8/15/14 (this item is set to expire on 6/15/14)
- Financing and Appraisal Deadline extension to 8/15/14 (this item is set to expire on 6/15/14)
- Settlement Deadline 9/1/14 (no change)

#### **Analysis:**

Staff was contacted on May 6, 2014 by a representative of Greenpark requesting a meeting to discuss their current financial status and possible extensions to REPC deadlines. Staff asked the Greenpark representative to provide a written request for extension (Exhibit A), which was received on May 23, 2014.

Prior extensions allowed Greenpark to work through the planning process, which resulted in the approval by the Planning Commission on 2/12/14 of Greenpark's Conditional Use Permit. Granting this additional extension will allow Greenpark additional time to work through the financing process and investigate alternative funding sources.

Bank of American Fork, who has been working with Greenpark to secure funding for the project was concerned that there were no assets being placed to secure the loan. Staff has taken part in meetings with Greenpark and several finance institutions trying to work through a financing plan that will work for all stakeholders. Bank of American Fork would require Greenpark to provide \$375,000 in assets to secure the \$2.5 million building loan needed for the project. Representatives from Greenpark stated that the group would be unable to provide the assets requested by the bank. Greenpark is currently working with other financial institutions to secure funding for the project.

City Council has already provided three extensions to the REPC deadlines and staff believes that the City has been more than reasonable in providing these extensions. While there are concerns with compromising the fairness of equity in the RFP process, staff feels that Greenpark's deadline extension requests should be seriously considered by Council. Based on previous Council direction, staff recommends that a formal letter be sent to Greenpark notifying them that this will potentially be the last deadline extension request granted. While the city is eager to see this project move forward, if this deadline cannot be met, the city will look at alternative plans to achieve rehabilitation of the historic houses and affordable housing goals.

#### **Department Review:**

Executive, Legal, and Budget Department

**Alternatives:****A. Approve:**

Council approves the deadline extensions as proposed.

**B. Deny:**

The current terms of the contract would remain unchanged and the Due Diligence, Financing and Appraisal deadlines would be on 6/15/14.

**C. Modify:**

Council could chose to modify the dates of the extensions for the Due Diligence and Financing and Appraisal Deadlines

**D. Continue the Item:**

If Council choses to continue the item, the current terms of the contract would remain unchanged.

**E. Do Nothing:**

If Council takes no action, the current terms of the contract would remain unchanged.

**Significant Impacts:**

|                                                                                                                                                                                                                                                                                                                                   | World Class Multi-Seasonal Resort Destination<br>(Economic Impact)                                     | Preserving & Enhancing the Natural Environment<br>(Environmental Impact)                       | An Inclusive Community of Diverse Economic & Cultural Opportunities<br>(Social Equity Impact)                                                                                                                                                           | Responsive, Cutting-Edge & Effective Government                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| Which Desired Outcomes might the Recommended Action Impact?                                                                                                                                                                                                                                                                       | + Balance between tourism and local quality of life<br>+ Safe community that is walkable and bike-able |                                                                                                | + Residents live and work locally<br>+ Preserved and celebrated history; protected National Historic District<br>+ Physically and socially connected neighborhoods<br><br>+ Diverse population (racially, socially, economically, geographically, etc.) |                                                                                                  |
| Assessment of Overall Impact on Council Priority (Quality of Life Impact)                                                                                                                                                                                                                                                         | Positive<br>        | Neutral<br> | Very Positive<br>                                                                                                                                                  | Neutral<br> |
| <b>Comments:</b> This project is consistent with the Lower Park Avenue master plan and will provide unique and affordable housing in a location which will limit environmental and traffic impacts. Simultaneously, the historic structures on the property will be preserved. The intended project impacts are positive overall. |                                                                                                        |                                                                                                |                                                                                                                                                                                                                                                         |                                                                                                  |

**Funding Source:**

Funding for the original purchase of this property was made from the LPA RDA fund. Proceeds from the sales will be returned to the fund. In the event that the City should have to make payments on the construction loan as a guarantor, funding would come from property tax increment in the LPA RDA Fund.

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

Should Council decide not to approve the addendums to REPC, Council should direct staff whether to pursue further negotiations with Greenpark or allow the current terms of the contract to remain unchanged.

**Summary Recommendations:**

Staff recommends that Council approve the addendum to the Settlement Deadline proposed to the sale of 1450 & 1460 Park Avenue to Greenpark Cohousing, LLC.

**Attachments:**

A – Proposed Addendum #6 REPC

B – Greenpark Memo Re: additional extensions

C – Original REPC

**ADDENDUM NO. 6**  
**TO**  
**REAL ESTATE PURCHASE CONTRACT**

**THIS IS AN ☒ ADDENDUM ☐ COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of October 3, 2012, including all prior addenda and counteroffers, between Greenpark Cohousing, LLC as Buyer, and Park City Redevelopment Agency as Seller, regarding the Property located at 1450/1460 Park Ave. The following terms are hereby incorporated as part of the REPC:

- 1. Section 2(b): \$380,000**
- 2. Section 2(d): \$0**
- 3. Section 24(b): 6/15/2014 shall be removed and replaced with 8/15/2014**
- 4. Section 24(c): 6/15/2014 shall be removed and replaced with 8/15/2014**

**BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): ☐ REMAIN UNCHANGED ☒ ARE CHANGED AS FOLLOWS:** See language above.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☐ Seller ☐ Buyer shall have until \_\_\_\_\_ ☐ AM ☐ PM Mountain Time on \_\_\_\_\_ (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

☒ Buyer ☐ Seller Signature (Date) (Time) ☐ Buyer ☐ Seller Signature (Date) (Time)

**ACCEPTANCE/COUNTEROFFER/REJECTION**

CHECK ONE:

☐ **ACCEPTANCE:** ☐ Seller ☐ Buyer hereby accepts the terms of this ADDENDUM.

☐ **COUNTEROFFER:** ☐ Seller ☐ Buyer presents as a counteroffer the terms of attached ADDENDUM NO. \_\_\_\_.

(Signature) (Date) (Time) (Signature) (Date) (Time)

☐ **REJECTION:** ☐ Seller ☐ Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL,  
EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

May 23, 2014

To: Jason Glidden, Matt Dias  
cc: Diane Foster  
via email

Re: 1450/1460 Park Ave – Greenpark Cohousing REPC Extension

Please find enclosed Addendum 6 to our real estate purchase contract for 1450/1460 Park Avenue.

The due diligence deadline has been extended from 6/15/14 to 8/15/14 to allow for both parties to determine in what form a guarantee will be placed on the property with regard to rehab of the historic structures.

The financing deadline has been extended from 6/15/14 to 8/15/14 to allow for a new lender to finalize terms of an acquisition/construction loan being negotiated. We hope to have an initial term sheet from Zions bank this Wednesday (5/28/14); we hope to be able to have this term sheet included in the city council's packet along with this addendum 6.

Thank you,

Darrell Finlayson  
President  
Greenpark Cohousing

## REAL ESTATE PURCHASE CONTRACT

This is a legally binding Real Estate Purchase Contract ("REPC"). Utah law requires real estate licensees to use this form. Buyer and Seller, however, may agree to alter or delete its provisions or to use a different form. If you desire legal or tax advice, consult your attorney or tax advisor.

### OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 12 ("Offer Reference Date") Greenpark Cohousing, LLC ("Buyer") offers to purchase from Park City Redevelopment Agency ("Seller") the Property described below and ☐ delivers to the Buyer's Brokerage with this offer, or ☒ agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), Earnest Money in the amount of \$ 20,000.00 in the form of \_\_\_\_\_. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

Buyer's Brokerage \_\_\_\_\_ Phone: \_\_\_\_\_  
Received by: \_\_\_\_\_ on \_\_\_\_\_ (Date)  
(Signature above acknowledges receipt of Earnest Money)

### OTHER PROVISIONS

1. **PROPERTY:** 1450/1460 Park Avenue

also described as: RPS-2 and RPS-1

City of Park City, County of Summit, State of Utah, Zip 84060 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, 1.2 and 1.4.

**1.1 Included Items.** Unless excluded herein, this sale includes the following items if presently owned and in place on the Property: plumbing, heating, air conditioning fixtures and equipment; ovens, ranges and hoods; cook tops; dishwashers; ceiling fans; water heaters; light fixtures and bulbs; bathroom fixtures and bathroom mirrors; curtains, draperies, rods, window blinds and shutters; window and door screens; storm doors and windows; awnings; satellite dishes; affixed carpets; automatic garage door openers and accompanying transmitters; security system; fencing and any landscaping.

**1.2 Other Included Items.** The following items that are presently owned and in place on the Property have been left for the convenience of the parties and are also included in this sale (check applicable box): ☐ washers ☐ dryers ☐ refrigerators ☐ water softeners ☐ microwave ovens ☐ other (specify) NA

The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title.

**1.3 Excluded Items.** The following items are excluded from this sale: NA

**1.4 Water Service.** The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: those that run with property

**2. PURCHASE PRICE.** The Purchase Price for the Property is \$ 400,000.00. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

|                      |                                                                                                                                                                           |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| \$ <u>20,000.00</u>  | (a) <b>Earnest Money Deposit.</b> Under certain conditions described in the REPC, this deposit may become totally non refundable.                                         |
| \$ _____             | (b) <b>New Loan.</b> Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer: If an FHA/VA loan applies, see attached FHA/VA Loan Addendum. |
| \$ _____             | (c) <b>Seller Financing</b> (see attached Seller Financing Addendum)                                                                                                      |
| \$ <u>380,000.00</u> | (d) <b>Balance of Purchase Price in Cash at Settlement</b>                                                                                                                |
| \$ <u>400,000.00</u> | <b>PURCHASE PRICE. Total of lines (a) through (d)</b>                                                                                                                     |

### 3. SETTLEMENT AND CLOSING.

**3.1 Settlement.** Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

**3.2 Prorations.** All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

**3.3 Special Assessments.** Any assessments for capital improvements as approved by the HOA (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: ☐ Seller ☐ Buyer ☐ Split Equally Between Buyer and Seller ☐ Other (explain) NA. The provisions of this Section 3.3 shall survive

Closing.

**3.4 Fees/Costs/Payment Obligations.** Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including, but not limited to, security deposits, cleaning deposits and prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.4 shall survive Closing.

**3.5 Closing.** For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.5 (b) and (c) shall be completed within four calendar days after Settlement.

**4. POSSESSION.** Seller shall deliver physical possession of the Property to Buyer as follows: ☐ Upon Closing; ☐ \_\_\_ Hours after Closing; ☐ \_\_\_ Calendar Days after Closing. Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property including any personal property and belongings. Seller agrees to deliver the Property to Buyer in broom-clean condition and free of debris and personal belongings. Any Seller or tenant moving-related damage to the Property shall be repaired at Seller's expense. The provisions of this Section 4 shall survive Closing.

**5. CONFIRMATION OF AGENCY DISCLOSURE.** Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent NA, represents ☐ Seller ☐ both Buyer and Seller as a Limited Agent;

Seller's Brokerage NA, represents ☐ Seller ☐ both Buyer and Seller as a Limited Agent;

Buyer's Agent NA, represents ☐ Buyer ☐ both Buyer and Seller as a Limited Agent;

Buyer's Brokerage NA, represents ☐ Buyer ☐ both Buyer and Seller as a Limited Agent.

### 6. TITLE & TITLE INSURANCE.

**6.1 Title to Property.** Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases, rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

**6.2 Title Insurance.** At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment (the "Issuing Agent"), the most current version of the ALTA Homeowner's Policy of Title Insurance (the "Homeowner's Policy"). If the Homeowner's Policy is not available through the Issuing Agent, Buyer and Seller further agree as follows: (a) Seller agrees to pay for the Homeowner's Policy if available

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through any other title insurance agency selected by Buyer; (b) if the *Homeowner's Policy* is not available either through the Issuing Agent or any other title insurance agency, then Seller agrees to pay for, and Buyer agrees to accept, the most current available version of an *ALTA Owner's Policy of Title Insurance* ("Standard Coverage Owner's Policy") available through the Issuing Agent.

**7. SELLER DISCLOSURES.** No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- (a) a written Seller property condition disclosure for the Property, completed, signed and dated by Seller as provided in Section 10.3;
- (b) a Commitment for Title Insurance as referenced in Section 6;
- (c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;
- (f) evidence of any water rights and/or water shares referenced in Section 1.4;
- (g) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations; and
- (h) Other (specify) Any other tests buyer deems necessary

## 8. BUYER'S CONDITIONS OF PURCHASE.

**8.1 DUE DILIGENCE CONDITION.** Buyer's obligation to purchase the Property: ☒ IS ☐ IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

**(a) Due Diligence Items.** Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the land and/or improvements; the condition of the roof, walls, and foundation; the condition of the plumbing, electrical, mechanical, heating and air conditioning systems and fixtures; the condition of all appliances; the costs and availability of homeowners' insurance and flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

**(b) Buyer's Right to Cancel or Resolve Objections.** If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

**(c) Failure to Cancel or Resolve Objections.** If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

**8.2 APPRAISAL CONDITION.** Buyer's obligation to purchase the Property: ☐ IS ☒ IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

**(a) Buyer's Right to Cancel.** If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

**(b) Failure to Cancel.** If the REPC is not cancelled as provided in this section 8.2, Buyer shall be deemed to have waived the Appraisal Condition.

**8.3 FINANCING CONDITION.** Buyer's obligation to purchase the property: ☒ IS ☐ IS NOT conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

(a) **Buyer's Right to Cancel Before the Financing & Appraisal Deadline.** If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) **Buyer's Right to Cancel After the Financing & Appraisal Deadline.** If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.5 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

**8.4 ADDITIONAL EARNEST MONEY DEPOSIT.** If the REPC has not been previously canceled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer: ☒ **WILL** ☐ **WILL NOT** deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$ \_\_\_\_\_. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

**9. ADDENDA.** There ☒ **ARE** ☐ **ARE NOT** addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: ☐ **Addendum No.** \_\_\_\_\_  
☐ **Seller Financing Addendum** ☐ **FHA/VA Loan Addendum** ☐ **Lead-Based Paint Disclosure & Acknowledgement**  
(in some transactions this disclosure is required by law) ☐ **Other (specify)** \_\_\_\_\_

**10. HOME WARRANTY PLAN / AS-IS CONDITION OF PROPERTY.**

**10.1 Home Warranty Plan.** A one-year Home Warranty Plan ☐ **WILL** ☒ **WILL NOT** be included in this transaction. If included, the Home Warranty Plan shall be ordered by ☐ **Buyer** ☐ **Seller** and shall be issued by a company selected by ☐ **Buyer** ☐ **Seller**. The cost of the Home Warranty Plan shall not exceed \$ \_\_\_\_\_ and shall be paid for at Settlement by ☐ **Buyer** ☐ **Seller**.

**10.2 Condition of Property/Buyer Acknowledgements.** Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

**10.3 Condition of Property/Seller Acknowledgements.** Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller property condition disclosure as stated in section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23, ordinary wear and tear excepted. The provisions of Sections 10.2 and 10.3 shall survive Closing.

**11. FINAL PRE-SETTLEMENT WALK-THROUGH INSPECTION.**

**11.1 Walk-Through Inspection.** No earlier than seven (7) calendar days prior to Settlement, and upon reasonable notice and at a reasonable time, Buyer may conduct a final pre-Settlement walk-through inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.2 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a walk-through inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

**11.2 Escrow to Complete the Work.** If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

**12. CHANGES DURING TRANSACTION.** Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered

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into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

**13. AUTHORITY OF SIGNERS.** If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

**14. COMPLETE CONTRACT.** The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

**15. MEDIATION.** Any dispute relating to the REPC arising prior to or after Closing: ☒ **SHALL** ☐ **MAY AT THE OPTION OF THE PARTIES** first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

**16. DEFAULT.**

**16.1 Buyer Default.** If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

**16.2 Seller Default.** If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

**17. ATTORNEY FEES AND COSTS/GOVERNING LAW.** In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

**18. NOTICES.** Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

**19. NO ASSIGNMENT.** The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

**20. INSURANCE & RISK OF LOSS.**

**20.1 Insurance Coverage.** As of Closing, Buyer shall be responsible to obtain casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

**20.2 Risk of Loss.** If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, either Seller or Buyer may elect to cancel the REPC by providing written notice to the other party, in which instance the Earnest Money Deposit, or Deposits, if applicable, shall be returned to Buyer.

**21. TIME IS OF THE ESSENCE.** Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in

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writing by such non-party.

**22. ELECTRONIC TRANSMISSION AND COUNTERPARTS.** Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

**23. ACCEPTANCE.** "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

**24. CONTRACT DEADLINES.** Buyer and Seller agree that the following deadlines shall apply to the REPC:

|                                    |                                         |        |
|------------------------------------|-----------------------------------------|--------|
| (a) Seller Disclosure Deadline     | <u>within 30 days of REPC execution</u> | (Date) |
| (b) Due Diligence Deadline         | <u>5/15/2013</u>                        | (Date) |
| (c) Financing & Appraisal Deadline | <u>5/15/2013</u>                        | (Date) |
| (d) Settlement Deadline            | <u>9/1/2014</u>                         | (Date) |

**25. OFFER AND TIME FOR ACCEPTANCE.** Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by:                      [ ] AM [ ] PM Mountain Time on                      (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

|                                 |                  |                             |                             |
|---------------------------------|------------------|-----------------------------|-----------------------------|
| <u><i>David M. Friedman</i></u> | <u>10-3-2012</u> | <u>                    </u> | <u>                    </u> |
| (Buyer's Signature)             | (Offer Date)     | (Buyer's Signature)         | (Offer Date)                |

|                                |                             |                             |                             |
|--------------------------------|-----------------------------|-----------------------------|-----------------------------|
| <u>                    </u>    | <u>                    </u> | <u>                    </u> | <u>                    </u> |
| (Buyer's Names) (PLEASE PRINT) | (Notice Address)            | (Zip Code)                  | (Phone)                     |

|                                |                             |                             |                             |
|--------------------------------|-----------------------------|-----------------------------|-----------------------------|
| <u>                    </u>    | <u>                    </u> | <u>                    </u> | <u>                    </u> |
| (Buyer's Names) (PLEASE PRINT) | (Notice Address)            | (Zip Code)                  | (Phone)                     |

**ACCEPTANCE/COUNTEROFFER/REJECTION**

**CHECK ONE:**

[ ] **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.

☒ **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. 2.

[ ] **REJECTION:** Seller rejects the foregoing offer.

|                                 |                       |                             |                             |
|---------------------------------|-----------------------|-----------------------------|-----------------------------|
| <u><i>Dana Williams</i></u>     | <u>10/18/12</u>       | <u>                    </u> | <u>                    </u> |
| (Seller's Signature)            | (Date)(Time)          | (Seller's Signature)        | (Date)(Time)                |
|                                 | <u>3:17pm</u>         |                             |                             |
| <u>DANA WILLIAMS</u>            | <u>445 MARSAC AVE</u> | <u>84060</u>                | <u>435-615-5210</u>         |
| (Seller's Names) (PLEASE PRINT) | (Notice Address)      | (Zip Code)                  | (Phone)                     |

|                                 |                             |                             |                             |
|---------------------------------|-----------------------------|-----------------------------|-----------------------------|
| <u>                    </u>     | <u>                    </u> | <u>                    </u> | <u>                    </u> |
| (Seller's Names) (PLEASE PRINT) | (Notice Address)            | (Zip Code)                  | (Phone)                     |

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 27, 2008. AS OF JANUARY 1, 2009, IT WILL REPLACE AND SUPERSEDE THE PREVIOUSLY APPROVED VERSION OF THIS FORM.

Page 6 of 6 pages    Buyer's Initials DF    Date 10-3-2012    Seller's Initials DW    Date 10/18/12

**ADDENDUM NO. 1**  
**TO**  
**REAL ESTATE PURCHASE CONTRACT**

THIS IS AN ☒ **ADDENDUM** ☐ **COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of \_\_\_\_\_, including all prior addenda and counteroffers, between Greenpark Cohousing, LLC as Buyer, and Park City Redevelopment Agency as Seller, regarding the Property located at 1450/1460 Park Avenue. The following terms are hereby incorporated as part of the REPC:

All addendum items are articulated on the attached "Exhibit A" and are hereby incorporated into this REPC.

**BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX):** ☐ **REMAIN UNCHANGED** ☐ **ARE CHANGED AS FOLLOWS:** \_\_\_\_\_

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☐ **Seller** ☐ **Buyer** shall have until \_\_\_\_\_ ☐ **AM** ☐ **PM** Mountain Time on \_\_\_\_\_ (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

Dan M. Finkbeiner Jr 10-3-2012 \_\_\_\_\_  
☐ Buyer ☐ Seller Signature (Date) (Time) ☐ Buyer ☐ Seller Signature (Date) (Time)

**ACCEPTANCE/COUNTEROFFER/REJECTION**

CHECK ONE:

☐ **ACCEPTANCE:** ☐ **Seller** ☐ **Buyer** hereby accepts the terms of this ADDENDUM.

☒ **COUNTEROFFER:** ☒ **Seller** ☐ **Buyer** presents as a counteroffer the terms of attached ADDENDUM NO. 2

Dana Williams 10/18/12 3:17pm \_\_\_\_\_  
 (Signature) (Date) (Time) (Signature) (Date) (Time)

☐ **REJECTION:** ☐ **Seller** ☐ **Buyer** rejects the foregoing ADDENDUM.

\_\_\_\_\_  
 (Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

**Instant  
forms**

This form is authorized for use by Sara Werbelow, a member of the Park City Board of Realtors.

**“Exhibit A”**  
**Addendum Items for 1450/1460 Park Avenue REPC**

**Page 1 of REPC:** Earnest money will be held in accordance with Utah law at a to be determined title company approved by both parties.

**Page 1 of REPC, Sections 1.1-1.3:** existing structures on site are being sold “as is” thus included and excluded items are not relevant to this transaction.

**Page 1 of REPC, Section 2:** Eighty percent (80%) of any net profit generated by Greenpark from the development and initial sale of units on the property will be added to the purchase price and remitted to the PC RDA within sixty (60) days following the sale of the final unit.

**Page 2 of REPC, Section 4:** existing structures on site will be rehabilitated in accordance with the development plan of the site, thus Buyer will be given a Letter of Sufficient Interest from the seller allowing the Buyer access to the structures to complete rehabilitation in accordance with Buyer's proposed development plan.

**Page 3 of REPC, Section 8:** additional contingencies to be satisfied during Due Diligence period are as follows:

- **Construction Financing:** The closing on this property is contingent upon Greenpark Cohousing LLC (“Greenpark”) securing construction financing. Park City Redevelopment Agency (“PC RDA”) agrees to guarantee a construction loan with a third party finance entity for the construction and development of the property, with the terms of this guarantee being mutually agreed upon by both parties.
- **Entitlements, Approval and Permits:** If necessary entitlements, approvals and permits are not obtained by the Due Diligence Deadline as referenced in Section 24(b) of the REPC, PC RDA shall grant Greenpark an extension to obtain such approvals provided Greenpark is proceeding with reasonable diligence.

**Page 4 of REPC, Section 8.4:** Greenpark shall provide additional earnest money to be accumulated in an escrow account with the above referenced title company of \$ 175/ month, from date of REPC execution until settlement.

**Page 6 of REPC, Section 24(d):** PC RDA shall grant Greenpark an extension of the Settlement Deadline as referenced in Section 24(d) of the REPC, in the event of unavoidable delays; the length of this extension shall be agreed upon by both parties.

## Items outside scope of standard REPC:

### Presales/Pricing:

Greenpark will secure ten (10) committed households prior to the first construction draw.

Greenpark will sell at least six (6) units at or below affordable prices (as defined in Table A). Buyers of these units will submit to an income and asset test to determine their eligibility to purchase an affordable unit. To be eligible, total household income must be at or below 80% of Area Median Income (AMI) for the year 2012 (see Table B).

Prospective buyers who own investment property are not eligible to purchase affordable units.

Greenpark will sell one (1) unit at or below attainable prices (Table A). For units sold between affordable and attainable prices, buyers must qualify by showing, through an income and asset test, that total household income is at or below 120% of AMI (Table B).

The remaining three units may be sold either at attainable prices (Table A) or at market prices. For units sold at attainable prices, buyers must qualify by showing, through an income and asset test, that total household income is at or below 120% of AMI (Table B). Buyers who purchase at market value need not submit to an income and asset test. The price of a market unit shall be determined by a third party appraiser, to be selected by Greenpark, but shall not exceed 120% of the highest priced equivalent attainable unit.

Income and asset tests shall be performed by a qualified third party financial institution. The test will consider current income and net value of assets.

|                         | Affordable Units<br>Income Target | Max Sales Price |  | Attainable Units<br>Income Target | Max Sales Price |
|-------------------------|-----------------------------------|-----------------|--|-----------------------------------|-----------------|
| Net Livable SF/BR       |                                   |                 |  |                                   |                 |
| 650 square feet (1BR)   | 63,360                            | 150,279         |  | 95,040                            | 258,694         |
| 900 square feet (2 BR)  | 71,280                            | 189,809         |  | 106,920                           | 318,238         |
| 1150 square feet (3BR)  | 79,200                            | 212,826         |  | 118,800                           | 335,918         |
| 1400 square feet (4 BR) | 85,536                            | 245,517         |  | 128,304                           | 383,454         |

*Table A – Definition of Affordable & Attainable Unit Prices*

| 2012 Summit County AMI (Area Median Income) |           |           |           |            |            |            |
|---------------------------------------------|-----------|-----------|-----------|------------|------------|------------|
| Family Size                                 | One       | Two       | Three     | Four       | Five       | Six        |
| 30%                                         | \$ 21,072 | \$ 24,090 | \$ 27,081 | \$ 30,090  | \$ 32,497  | \$ 35,097  |
| 50%                                         | \$ 35,120 | \$ 40,150 | \$ 45,135 | \$ 50,150  | \$ 54,162  | \$ 58,495  |
| 60%                                         | \$ 42,144 | \$ 48,180 | \$ 54,162 | \$ 60,180  | \$ 64,994  | \$ 70,194  |
| 80%                                         | \$ 56,192 | \$ 64,240 | \$ 72,216 | \$ 80,240  | \$ 86,659  | \$ 93,592  |
| 100%                                        | \$ 70,240 | \$ 80,300 | \$ 90,270 | \$ 100,300 | \$ 108,324 | \$ 116,990 |

*Table B – 2012 Area Median Income by Family Size*

**Costs Associated with Site Remediation/Historic Rehabilitation:**

Buyer acknowledges it is solely responsible for complying with the requirements of the Park City Soils Ordinance MCPC Title 11, Chapter 15, and state and federal environmental laws and regulations as may be applicable. ~~Buyer specifically acknowledges and agrees that Buyer hereby waives, releases and discharges any claim Buyer has, might have had or may have against Seller for any and all costs or contribution with respect to: (1) the condition of the Property, whether such condition is patent or latent, including, without limitation, the presence of Hazardous substances or environmental contaminants on the Property; (2) the future ability of Buyer or any other person to comply with any local ordinance, or environmental protection, pollution or land use laws, rules, regulations or requirements; and (3) any other state of facts which exist with respect to the Property which may result in clean up, remediation, soil removal or any other environmental costs. The Property is being conveyed "as is." Without limiting the provisions above, but subject to those agreements and/or warranties of Seller regarding insurable title (subject to the Permitted Exceptions), Buyer waives against Seller any and all actual or potential rights Buyer might have against Seller regarding any form of warranty, express or implied, of any type or kind relating to the Property, including, without limitation, implied warranties, warranties of fitness for a particular use, warranties of merchantability and strict liability rights. As part of the provisions of this Section, but not as a limitation thereon, Buyer hereby agrees, represents and warrants that the matters released herein are not limited to matters which are known or disclosed, and Buyer hereby waives any and all rights and benefits which Buyer now has, or in the future may have conferred upon Buyer, by virtue of governmental requirements.~~

DF 12-3-2012

If at any time prior to the Settlement Deadline, including any agreed upon extensions, as referenced in Section 24(d) of the REPC, should Greenpark uncover information and/or environmental issues pertaining to the remediation and disposal of soils and/or the rehabilitation of the historic homes that is outside of the scope of our current financial cost assumptions, Greenpark shall have the ability to re-negotiate the purchase price.

Greenpark will submit a soils management plan to PC RDA for preliminary review and approval prior to the Due Diligence Deadline.

**Sustainability and Energy Efficient Building:** Greenpark will use best efforts to utilize cost effective and energy efficient building design and construction.

**Historic Preservation:** Greenpark agrees not to reconstruct the historic structures but instead will rehabilitate the existing historic structures employing the highest standards in accordance with the Historic District Design Guidelines and Land Management Code.

## **Deed Restriction:**

**A. Affordable Housing Units:** A Notice of Restriction on Unit Sales will be executed and recorded in the real property records of the Summit County Recorder. The initial Maximum Sales Price for Affordable Housing Units shall be according to Table A. Subsequent to the initial sale, Maximum Sales Price shall be determined as follows:

In no event shall a unit be sold by the initial buyer and subsequent buyers for an amount in excess of the actual purchase price, plus (1) an increase of three percent (3%) of such price per year from the date of purchase to the date of the owner's notice of intent to sell (prorated at the rate of .25 percent for each whole month for any part of a year) plus (2) Permitted Capital Improvements, minus depreciation, in a total amount not to exceed ten percent (10%) of the original purchase price and (3) the cost of sales commissions to be paid by the owner on such transaction.

**B. Attainable Housing Units:** A Notice of Restriction on Unit sales will be executed and recorded in the real property records of the Summit County Recorder. The initial Maximum Sales Price for the Attainable Housing Unit shall be according to Table A. Subsequent to the initial sale, Maximum Sales Price shall be determined as follows:

In no event shall a unit be sold by the initial buyer and subsequent buyers for an amount in excess of the actual purchase price, plus (1) an increase of three percent (3%) of such price per year from the date of purchase to the date of the owner's notice of intent to sell (prorated at the rate of .25 percent for each whole month for any part of a year) plus (2) Permitted Capital Improvements, minus depreciation, in a total amount not to exceed ten percent (10%) of the original purchase price and (3) the cost of sales commissions to be paid by the owner on such transaction.

**Right of First Refusal:** Greenpark shall provide PC RDA with a right of first refusal exercisable only in the event that Greenpark ceases to exist and operate a Cohousing program at this location. The Right of First Refusal shall be equal to the then current sale price that a unit would be made available to a third party buyer. A Notice of this Right of First Refusal will be executed and recorded in the office of the Summit County Recorder.

**Owner Occupied:** Units must be owner-occupied, except as otherwise agreed upon through an executed amendment by PC RDA and Greenpark. A Notice of this Owner Occupied Restriction will be executed and recorded in the office of the Summit County Recorder.

**ADDENDUM NO. 2  
TO  
REAL ESTATE PURCHASE CONTRACT**

THIS IS AN ☐ **ADDENDUM** ☒ **COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of October 3, 2012, including all prior addenda and counteroffers, between Greenpark Cohousing, LLC as Buyer, and Park City Redevelopment Agency as Seller, regarding the Property located at 1450 & 1460 Park Ave, Park City, UT 84060. The following terms are hereby incorporated as part of the REPC:

All addendum items are articulated on the attached "Exhibit A" to Addendum 2 and are hereby incorporated into this REPC

**BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX):** ☐ **REMAIN UNCHANGED** ☒ **ARE CHANGED AS FOLLOWS:** Settlement Deadline Changed to 6/15/2013

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☐ **Seller** ☒ **Buyer** shall have until 5:00 ☐ **AM** ☒ **PM** Mountain Time on 11/9/2012 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

Danella Williams 10/18/12 3:17pm  
☐ Buyer ☒ Seller Signature (Date) (Time) ☐ Buyer ☐ Seller Signature (Date) (Time)

**ACCEPTANCE/COUNTEROFFER/REJECTION**

CHECK ONE:

☒ **ACCEPTANCE:** ☐ **Seller** ☒ **Buyer** hereby accepts the terms of this ADDENDUM.

☐ **COUNTEROFFER:** ☐ **Seller** ☐ **Buyer** presents as a counteroffer the terms of attached ADDENDUM NO. \_\_\_\_.

\* Danell M. Pinkygon Jr.  
 (Signature) (Date) (Time) (Signature) (Date) (Time)

☐ **REJECTION:** ☐ **Seller** ☐ **Buyer** rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

**Exhibit A to Addendum 2 for 1450/1460 Park Ave REPC**

**Page 1 of REPC** – Buyer agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), Earnest Money in the amount of \$20,000.00 in the form of a cashier's check made to the title company of Buyer's choosing.

**Page 1 of REPC, Section 1.1-1.3** – Seller and Buyer acknowledge and agree that the Property is being sold to Buyer in its existing, "as is" condition, and Seller shall not be responsible for the repair, replacement or modification of any deficiencies, malfunctions or mechanical defects on the Property or to any improvements thereon, including but not limited to the material, workmanship or mechanical components of the structures, foundations, roof, heating, plumbing, electrical or sewage system, drainage or moisture conditions, air conditioning, hot water heater, appliances, or damage by the presence of pests, mold or other organisms. Furthermore, Seller does not agree to remove all debris and personal property not included in the sale from the Property prior to the Closing Date.

**Page 2 of REPC, Section 4** – Seller shall deliver physical possession of the Property to Buyer upon closing.

**Page 4 of REPC, Section 9** – The terms of the following addenda are incorporated into the REPC by this reference: Addendum 1, Addendum 2, Lead-Based Paint Disclosure & Acknowledgement.

**Page 5 of REPC, Section 13** – This REPC is contingent upon approval by the Governing Board of the Redevelopment Agency of Park City at an open meeting by the Seller's Disclosure Deadline. If the Governing Board fails to approve the REPC, the REPC shall be void and Earnest Money Deposit returned to Buyer.

**Page 6 of REPC, Section 24 (d)** – Settlement Deadline will be 6/15/2013.

**Page 1 of Exhibit A to Addendum 1 of REPC, "Construction Financing"** – Buyer shall secure financing for both construction and the purchase price of the property. Seller will guarantee the loan, and Buyer shall remit payment for the property from the proceeds of the loan and take possession of the property prior to construction.

**Page 2 of Exhibit A to Addendum 1 of REPC, "Presales/Pricing"** – Greenpark will secure ten (10) committed households prior to the settlement deadline.

The price of a market unit shall be determined by a third party appraiser, to be selected by Greenpark, but shall not exceed 120% of the highest priced equivalent attainable unit, unless Greenpark deems it necessary and appropriate to exceed this threshold.

**Page 3 of Exhibit A to Addendum 1 of REPC, "Cost Associated with Site Remediation/Historic Rehabilitation" –**

*The following language is hereby added to this section:*

Buyer acknowledges it is solely responsible for complying with the requirements of the Park City Soils Ordinance MCPC Title 11, Chapter 15, and state and federal environmental laws and regulations as may be applicable. Buyer specifically acknowledges and agrees that Buyer hereby waives, releases and discharges any claim Buyer has, might have had or may have against Seller for any and all costs or contribution with respect to: (1) the condition of the Property, whether such condition is patent or latent, including without limitation, the presence of Hazardous substances or environmental contaminants on the Property; (2) the future ability of buyer or any other person to comply with any local ordinance, or environmental protection, pollution or land use laws, rules, regulations or requirements; and (3) any other state of facts which exist with respect to the Property which may result in clean up, remediation, soil removal or any other environmental costs. The Property is being conveyed "as is." Without limiting the provisions above, but subject to those agreements and/or warranties of Seller regarding insurable title (subject to the Permitted Exceptions), Buyer waives against Seller any and all actual or potential rights Buyer might have against Seller regarding any form of warranty, express or implied, of any type or kind relating to the Property including without limitation, implied warranties, warranties of fitness for a particular use, warranties of merchantability and strict liability rights. As part of the provisions of this Section, but not as a limitation thereon, Buyer hereby agrees, represents and warrants that the matters released herein are not limited to matters which are known or disclosed and Buyer hereby waives any and all rights and benefits which Buyer now has, or in the future may have conferred upon Buyer, by virtue of governmental requirements.

*The following language is hereby stricken from this section:*

"If at any time prior to the Settlement Deadline, including any agreed upon extensions, as referenced in Section 24(d) of the REPC, should Greenpark uncover information and/or environmental issues pertaining to the remediation and disposal of soils and/or the rehabilitation of the historic homes that is outside of the scope of our current financial cost assumptions, Greenpark shall have the ability to re-negotiate the purchase price.

"Greenpark will submit a soils management plan to PC RDA for preliminary review and approval prior to the Due Diligence Deadline."

**DISCLOSURE AND ACKNOWLEDGMENT REGARDING  
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

**THIS IS A DISCLOSURE AND ACKNOWLEDGMENT** concerning Property (the "Property") located at 1450 & 1460 Park Ave, Park City, UT. This document contains certain provisions required by federal law. If Buyer and Seller enter into a contract for the purchase of the Property (a "REPC"), this document shall be attached to that contract and made a part thereof.

**1. LEAD WARNING STATEMENT.** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**2. SELLER'S DISCLOSURE AND ACKNOWLEDGMENT. (Initial applicable boxes)**

(a) Presence of lead-based paint and/or lead-based paint hazards (initial one box only):

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the Property (explain):

(ii) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the Property.

(b) Records and reports available to Seller (initial one box only):

(i) ☐ Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the Property (list documents):

(ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

(c) Seller understands that under federal law, if Seller has not yet made the disclosures in Sections 2(a) and 2(b) of this document, or Buyer has not yet been provided with an EPA approved lead hazard information pamphlet, Seller may not accept an offer by Buyer to purchase the property until after those steps have been completed and Buyer has been given an opportunity to review that information and amend the offer.

(d) Seller understands that if Buyer initials the box in Section 3(d)(i) of this document, the REPC must include the Lead-Based Paint Addendum.

**3. BUYER'S ACKNOWLEDGMENT. (Initial)**

(a) ☐ Buyer has received copies of any information listed in Sections 2(a) and 2(b) above.

(b) ☐ Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* or an equivalent lead hazard information pamphlet approved by the federal Environmental Protection Agency.

(c) ☐ Buyer has read the Lead Warning Statement in Section 1 above and understands its contents.

(d) Buyer has (initial one box only):

(i) ☐ a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. **If this box is initialed, the REPC must include the Lead-Based Paint Addendum; OR**

(ii) ☐ by initialing this box, waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**4. AGENT'S ACKNOWLEDGMENT. (Initial)**

☐ Agent has informed Seller of Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**5. CERTIFICATION OF ACCURACY. (Buyer, Seller and Agent(s) must sign)**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have each respectively provided is true and accurate.

Russell Williams 10/18/12 3:17 pm  
Seller Signature                      Date                      Time                      Seller Signature                      Date                      Time

\_\_\_\_\_  
Buyer Signature                      Date                      Time                      Buyer Signature                      Date                      Time

\_\_\_\_\_  
Agent Signature                      Date                      Time                      Agent Signature                      Date                      Time

## LEAD-BASED PAINT ADDENDUM TO REAL ESTATE PURCHASE CONTRACT

**THIS IS AN ADDENDUM** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of October 3, 2012, including all prior addenda and counteroffers, between Greenpark, LLC as Buyer, and Park City Redevelopment Agency as Seller, regarding the Property located at 1450 & 1460 Park Avenue, Park City, UT 84060. The following terms are hereby incorporated as part of the REPC.

### 1. OPPORTUNITY TO CONDUCT A RISK ASSESSMENT OR INSPECTION. (Check applicable boxes)

**1.1** Buyer's obligation to purchase the Property is conditioned upon Buyer's approval of a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards.

**1.2** The risk assessment or inspection ("Risk Assessment") of the Property shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller shall cooperate in making the Property available for the Risk Assessment. The deadline for Buyer to complete and review the Risk Assessment ("Risk Assessment Deadline") shall be: (Check one box)

☐ ten calendar days after Acceptance OR ☒ 30 calendar days after Acceptance.

**1.3** If the results of the Risk Assessment are not acceptable to Buyer, Buyer may either (a) provide written objections to Seller as provided in Section 1.4 of this ADDENDUM; or (b) immediately cancel the REPC by providing written notice of cancellation to Seller by the Risk Assessment Deadline referenced in Section 1.2 above, together with a copy of the Risk Assessment report. The Brokerage, upon receipt of a copy of Buyer's written notice of cancellation, shall return the Earnest Money Deposit to Buyer.

**1.4** If Buyer does not immediately cancel the REPC as provided above, Buyer may, by the Risk Assessment Deadline referenced in Section 1.2 above, provide Seller with written objections and a copy of the Risk Assessment report. Buyer and Seller shall have seven calendar days after Seller's receipt of the objections (the "Response Period") in which to agree in writing upon a manner of resolving Buyer's objections. Seller may, but shall not be required to, resolve Buyer's objections. If Buyer and Seller have not agreed in writing upon the manner of resolving Buyer's objections, Buyer may cancel the REPC by providing written notice to Seller no later than three calendar days after expiration of the Response Period. The Brokerage, upon receipt of a copy of Buyer's written notice of cancellation, shall return the Earnest Money Deposit to Buyer.

**1.5** If Buyer does not deliver a written objection to Seller regarding the results of the Risk Assessment as provided in Section 1.4 above, or cancel the REPC as provided in Sections 1.3 or 1.4 above, any objections to the results of the Risk Assessment shall be deemed waived by Buyer and Buyer shall take the Property "as is" with regard to any lead-based paint or lead-based paint hazards that may be present in the Property.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☐ Seller ☒ Buyer shall have until 5:00 ☐ AM ☒ PM Mountain Time on November 9, 2012 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

Ronnie Dellions 10/10/12 3:17pm  
☐ Buyer ☒ Seller Signature (Date) (Time) ☐ Buyer ☐ Seller Signature (Date) (Time)

### ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☐ **ACCEPTANCE:** ☐ Seller ☐ Buyer hereby accepts the terms of this ADDENDUM.

☐ **COUNTEROFFER:** ☐ Seller ☐ Buyer presents as a counteroffer the terms of attached ADDENDUM NO. \_\_\_\_.

\_\_\_\_\_  
(Signature) (Date) (Time) (Signature) (Date) (Time)

☐ **REJECTION:** ☐ Seller ☐ Buyer rejects the foregoing ADDENDUM.

\_\_\_\_\_  
(Signature) (Date) (Time) (Signature) (Date) (Time)



## City Council Staff Report

**Subject:** City Manager's Recommended Budget  
**Authors:** Kory Kersavage, Jed Briggs, Nate Rockwood  
**Department:** Budget, Debt, & Grants  
**Date:** June 5, 2014  
**Type of Item:** Informational/Legislative

### Summary Recommendations:

Staff recommends City Council hold a public hearing on the City Manager's Recommended Budget and provide direction concerning: Changes to the City Fee Schedule, Budget Policies, Council and Statutory Officer Compensation, and Outstanding Budget Issues. Review and adopt the updated Contracting Policy. Review the updated Comprehensive Emergency Management Plan (CEMP) and adopt by resolution the CEMP in accordance with FEMA requirements and standards.

### Topic/Description:

FY 2014 Revised Budget, FY 2015 Proposed Budget

### Background:

The City usually begins the budget process in January/February with the City Council identifying objectives for the next year during the Council Retreat. This year Council reaffirmed their goals, priorities, and desired outcomes. Council also reviewed the Budgeting for Outcomes (BFO) Program scoring criteria and weights and the 10-year revenue and expenditure projections (FIAR presentation), which showed the possibility of expenditures outpacing revenues in the future. Varying funding mechanisms were discussed for bolstering revenues, but no direction was given at that time. The forecasted 4.5% annual increase in the General Fund for expenditures was also mentioned, some discussion thereof occurred, however no direction to deviate from that policy was given.

The high-level timeline for the strategic planning and budget process was provided to City Council during their annual retreat and is as follows:

| ID | Task Name                             | Start/Ongoing | Finish     | Duration | 2014 |     |     |     |     |     |     |     |     |     |     |     | 2015 |
|----|---------------------------------------|---------------|------------|----------|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|
|    |                                       |               |            |          | Jan  | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan  |
| 1  | Council Retreat                       | 1/30/2014     | 2/3/2014   | 3d       |      |     |     |     |     |     |     |     |     |     |     |     |      |
| 2  | Results Team deliberation             | 2/17/2014     | 3/31/2014  | 31d      |      |     |     |     |     |     |     |     |     |     |     |     |      |
| 3  | Quarterly Goal Update (Q3.FY14)       | 4/1/2014      | 4/15/2014  | 11d      |      |     |     |     |     |     |     |     |     |     |     |     |      |
| 4  | Council Budget Hearings               | 5/8/2014      | 6/12/2014  | 26d      |      |     |     |     |     |     |     |     |     |     |     |     |      |
| 5  | Quarterly Goal Update (Q4.FY14)       | 7/1/2014      | 7/15/2014  | 11d      |      |     |     |     |     |     |     |     |     |     |     |     |      |
| 6  | Business Plan FY14 Update             | 7/1/2014      | 9/1/2014   | 45d      |      |     |     |     |     |     |     |     |     |     |     |     |      |
| 7  | Biennial Plan FY15 & 16 Revision      | 7/1/2014      | 9/1/2014   | 45d      |      |     |     |     |     |     |     |     |     |     |     |     |      |
| 8  | Quarterly Goal Update (Q1.FY15)       | 10/1/2014     | 10/15/2014 | 11d      |      |     |     |     |     |     |     |     |     |     |     |     |      |
| 9  | BFO Departmental Submission           | 11/24/2014    | 12/19/2014 | 20d      |      |     |     |     |     |     |     |     |     |     |     |     |      |
| 10 | Biennial Plan FY15-16 Off-year Update | 12/16/2014    | 1/15/2015  | 23d      |      |     |     |     |     |     |     |     |     |     |     |     |      |
| 11 | Quarterly Goal Update (Q2.FY15)       | 1/1/2015      | 1/15/2015  | 11d      |      |     |     |     |     |     |     |     |     |     |     |     |      |

The timelines and process for the budget hearings is detailed below:

April 17 –Staff previewed some high-level major operating budget items:, Affordable Care Act (ACA)—Employer Shared Responsibility Provisions, Pay Plan, Health Insurance, Utah Retirement Systems (URS), Blue Ribbon Commission Pay Recommendation, and 4.5% increase in the General Fund.

May 5 - Staff delivered the City Manager's Recommended Budget (Tentative or Proposed Budget) to City Council. Public hearings are currently scheduled for May 15, 29, June 5, and 12. Discussion/action is slated for these dates as follows, barring changes as needed.

May 8 – Staff presented the Tentative Budget, Budget Overview & Timeline, Update of Financial Impact Assessment Report (FIAR), and Benefits (pay plan, URS-Retirement, Health Insurance).

May 15 – Staff presented the Special Service Contract recommendation and CIP Budget. Council directed Staff to return with PC Solar Array carbon impact information.

On May 29 staff presented Council with the recommended changes for the FY 14 Budget. Members of the Results Team presented on significant budget changes for each of the four Council Goals. Staff presented Fee Schedule changes. Council requested information on Cost Recovery for the opening and closing of graves at the cemetery. A clarification was also requested on how close the MARC and golf course are to capacity as well as clarification on how this influences the rates set by these facilities. A comparison between the PC golf course's rates and the rates at other courses was also requested.

June 5 – City Fee Resolution, Council Compensation, Adopt CEMP update by resolution, Outstanding Budget Issues.

June 12 – Presentation & Adoption of Final Budget (if no property tax increase), Adoption of Provisional Budget (if property tax will be increased).

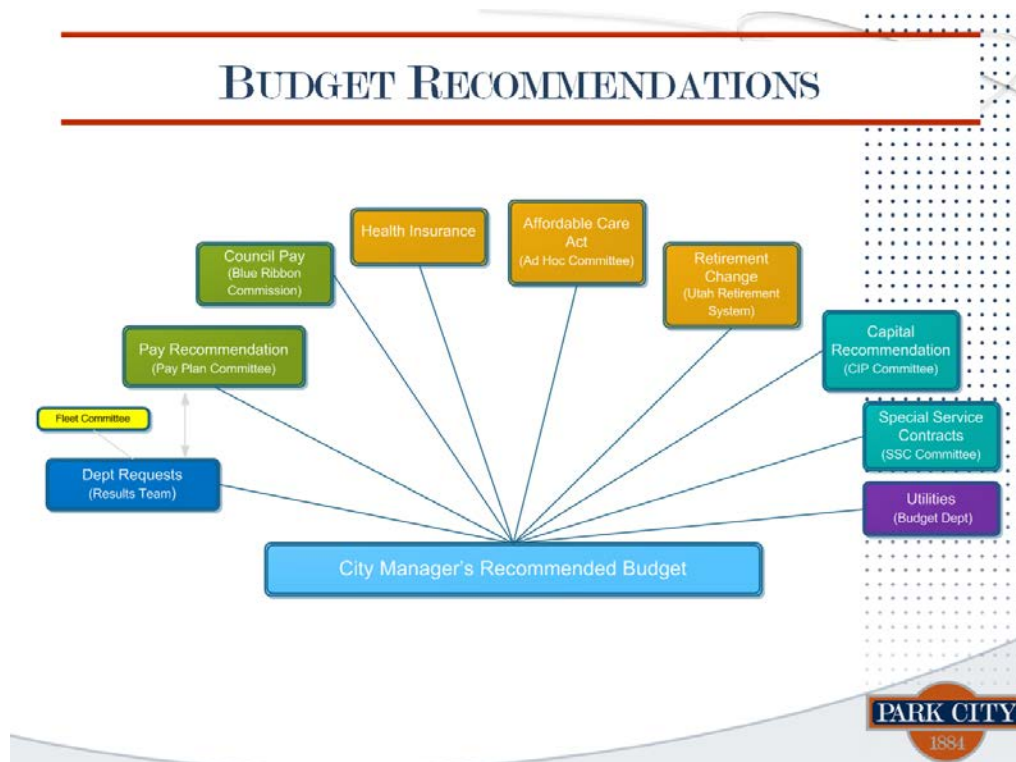
### **Analysis:**

This budget season will be the first year of the budget biennium. Between now and June, we will be working on adjusting the FY 2014 Budget as well as developing the FY 2015 Budget and the FY 2016 Plan.

The City Manager's Recommended Budget is constructed drawing upon Council input and direction received during the Council Retreat in January, as well as Council input received during work sessions and study sessions throughout the year. During the budget section, Council was presented with the FIAR projection of the City's expenditures and revenues over the next ten years. In essence, the FY15 and FY16 budgets have to fit within the confines of the FIAR's projected expenditure increases (based off of a 10-year historical analysis of an average annual increase of Park City's expenditures), approved by Council. The funding level recommendation has to account

for what could be considered “inflationary” increases like Pay Plan, health insurance, and retirement as well as more discretionary increases like Affordable Care Act (ACA) provisions, departmental requests, CIP enhancement, etc. Below are the City’s Long-Term Budget Strategies for crafting the City Manager’s Recommended Budget:

1. Budget draws upon Council input from Council Retreat and FIAR projections as a guide
  - Performance-driven operating budget based upon Council’s goals, objectives, and desired outcomes
2. Two-year budget process with fewer budget requests coming in the “off-year” (the “off-year” is FY16 in this particular biennium budget)
  - Second-year budget requests that will be considered are ones that
    - i. will come with revenue offsets;
    - ii. are accompanied by expense reductions, or that;
    - iii. are required by law; or
    - iv. are necessitated by market/environment changes that happened since the last budget adoption (since the adoption of the FY15 budget, in this case)
3. Budget committees’ recommendations will be considered
  - Committees include Results Team as well as CIP, Pay Plan, and Fleet Committees and any other ad hoc committees needed for unique circumstances (such as this year’s recommendations for the provisions of the Affordable Care Act)
  - Results Team will make recommendations by considering BFO score, manager’s bid request, established need, available resources, and performance measures
4. All operating and capital budget requests should be considered during the budget process
5. General Fund budget surplus should be used for capital projects



On June 5, staff will focus on the following topics for discussion:

1. Adoption of the Fee Schedule Resolution
2. Council Compensation
3. Comprehensive Emergency Management Plan
4. Outstanding Budget Issues

### **City Service Fees (changes to the Fee Schedule)**

Changes to the Fee Schedule were discussed in Council during the May 29, 2014, Council Meeting. Changes were proposed to the Fee Schedules of the following departments:

- Cemetery
- Recreation
- Tennis
- Ice
- Golf
- Transportation
- Water

### **Water Fees**

This year, staff is recommending an increase of 12% to the base rate and consumption charges in the Water Fees.

A large portion of the proposed 12% rate increase is attributable to increased operational costs, improvements to water quality, compliance with pending UPDES permits for Judge Tunnel and Spiro Tunnel, and replacement of aging infrastructure throughout the system. While most of the infrastructure for the UPDES permits is a few years out, rates need to be adjusted immediately to pay for the design, construction, and operation of proposed infrastructure. Components of this infrastructure are currently under construction including the Judge Tunnel Pipeline.

It should be noted that 12% is significantly lower than the 18% increase originally projected. The smaller increase is mostly attributable to the success water staff has had negotiating with the Utah Division of Water Quality which resulted in a favorable compliance period for the pending Judge and Spiro UPDES permits. By delaying these projects, staff has deferred large capital costs and will continue to work toward the most efficient solution to these permits. Also, by delaying these capital projects, millions of dollars in debt service and operational costs have been eliminated.

### **Recreation Fees**

Fees charged for class add-on for group fitness classes at the PC MARC are increasing for 3, 6 & 12 month passes. These increases are all less than 10% and are needed to help offset the increased cost associated with instructors as well as the number of classes offered. The number and variety of group fitness classes have increased in an effort to meet the demand of patrons.

## Tennis Fees

There are several tennis fees that are proposed to be increased this year. The fee increase is necessary so the department can maintain its cost recovery as well as remain competitive with its compensation of teaching pros. The tennis fee increases mostly affect adults as we are not increasing the fees associated with youth clinics. The Friends of Tennis were presented the proposed fee increases and they were supportive of the proposed changes.

Recreation tries to strike a balance between using fees to manage demand and the desire to provide services to all residents. City Council's philosophy to date has been to price services for adults at a higher level than the services for youth. In terms of capacity at the MARC it is difficult to gauge for amenities other than tennis. As a performance measure the tennis department tracks court usage. Through December 31, 2013 79.5% of available court time was booked. This figure will decrease by the end of the fiscal year as the additional outdoor courts are finished and come online. For FY 13 courts were booked 50% of the available time. Court usage during prime time (9 a.m. to noon & 3 p.m. to 6 p.m. Mon-Fri) is close to 100% capacity.

## Golf Fees

Golf recommends creating a new fee for customers that are not Park City residents, but are residents of the State of Utah. The fee for 18 holes will be \$45, and with a cart it the fee will be \$60. There will also be a \$3 fee increase for non-residents, and a \$1 increase for Park City residents for 18 holes. There will be a \$20 increase to the Senior Punch pass, a \$20 increase to the season corporate pass, and a \$30 increase to the Season resident pass. The reason for increases is to offset continued inflation of the HOA, Shipping and other expenses and to continue to be a profitable enterprise fund. The table below shows Park City's Golf rates compared to rates from various other golf courses in the area.

| <b>Golf Course</b>                     | <b>Proposed Rates</b>       |
|----------------------------------------|-----------------------------|
| Park City Golf Club– Resident          | \$50.00                     |
| Park City Golf Club– Non Resident      | \$65.00                     |
| Park City Golf Club– Utah Resident     | \$60.00                     |
| Wasatch – Soldier Hollow               | \$49.00                     |
| Salt Lake City – Mtn. Dell, Bonneville | \$49.00                     |
| Salt Lake County – Old Mill            | \$46.00                     |
| Thanksgiving Point                     | \$87.00 – Friday - Saturday |
| Crater Springs                         | \$65.00                     |

| <b>Golf Course – Public Access</b> | <b>Current Rates / car</b>      |
|------------------------------------|---------------------------------|
| Aspen Golf Club                    | \$159.99                        |
| Vail Golf Club                     | \$109 – Non Res \$87 - Resident |
| Jackson Hole Golf and Tennis       | \$185– Semi Private             |
| Sun Valley Golf Club               | \$175                           |

We offer quite a few different rates to encourage bumping up capacity percentages. During our offseason (April, May, October & November) we offer a rate of \$40.00 for 18

holes with a cart for Residents and \$45.00 for 18 holes with a cart for Non-residents. Our In-season rates have a three tier structure.

Non-Residents     \$65.00 for 18 holes with a cart  
Utah Residents     \$60.00 for 18 holes with a cart  
Residents             \$50.00 for 18 holes with a cart  
(Carts are \$15.00 per person for 18 holes)  
(9 hole rates are half the 18 hole rates)

This year we added the Utah Resident Rate because we felt the \$65.00 non-resident would price out a lot of the Salt Lake players and we still want to capture them during the In-Season. Previously capacity would fluctuate after 3:00pm, so a few years ago we changed the rate structure so that everyone receives the Resident Rate after 3:00pm. This has done two things: 1) it has increased capacity rates after 3:00pm and 2) it has increased the number of 18 hole rounds as opposed to 9 hole rounds between the hours of 3:00pm and 4:00pm. We offer a pre-twilight rate from 6:00pm-6:45pm (\$13.00 walk/\$20.50 ride) and at 7:00pm we offer a twilight rate (walking only) of \$9.00.

During our In-season we are definitely filling the golf course capacity at a high percentage. The off season we are always discussing ways to increase play. Our difficulties with reaching capacity during the spring are weather and course condition from the winter season. We also offer beginner and adult clinics to try and build new customers through lessons.

### **Cemetery Fees**

Fees charged for opening & closing of graves is increasing in an effort to recover the actual cost associated with providing this service. The estimated actual cost from the Park's Department to open & close a grave is \$591.53. We asked to charge \$550. Below the fee is broken out.

- Marking out grave = 1 hour = \$30.24 (Full time regular staff)
  - Back hoe & dump truck to dig – 3 hours = 152.91 per hour = \$458.73
  - Backfill equipment – 1 hour \$55.92
  - Compact, sod and water – 2 hours = 23.32 per hour (seasonal staff) = \$46.64
- Total = \$591.53

### **Ice Facility Fees**

Management of the Ice Arena would like to recommend rate increases for the 2015 and 2016 fiscal years. These recommendations are based on our continuing philosophy of small, incremental changes every other year. This year's proposed changes include a \$5 increase to hourly ice rental rates for our User Groups and Local or Non-Profit groups. Although we raised rates for these groups last year and have traditionally increased hourly ice rates every other year, our User Groups were all supportive and encouraging in raising the rate again this year to accelerate the timetable for reduction of the operating subsidy. We are proposing a \$15/hr increase to the ice rental rate for Non-Local or For Profit groups. This is consistent with our philosophy of having those users cover all costs of operating and utilizing the facility. Other changes reflect new programs or services or slight shifts in our fee paradigm that will add a small increment to revenue generation. An example of the former would be the new season passes,

and the latter would be exemplified by the fee for curling equipment rental, which was previously a flat rate of \$50/hr regardless of the number of curling sheets being used.

*(See Attachment A – Excerpts showing changes to Fees Schedule)*  
*(See Attachment B – Resolution adopting changes to Fees Schedule)*

### **Transportation Fees**

The fees that are being added to the fee schedule from Transportation are not new fees. Previously Transportation contracted the advertising space on its buses out to a firm which was in charge of finding businesses wanting to advertise and charging them to use the space. In recent years Transportation has stopped contracting its advertising space out and is charging for advertising itself. These fees are now being included in the fee resolution so that they may receive the same consideration as other fees in the city. For 11" X 22" advertising space Transportation is charging \$3,000 for the winter season, \$1,100 for the Summer season, and \$4,000 for an entire year.

### **Council Compensation**

During the biannual budget process the City Council looks at comparable compensation levels for all the City employees. Changes to Mayor and Council compensation are adopted by Council Ordinance. Mayor and Council members are considered part time elected officials. This fiscal year the Blue Ribbon Commission made a recommendation for Mayor and Council pay, the following is their recommendation:

#### **Blue Ribbon Commission (BRC) Pay Recommendation**

Summary: After examining issues related to elected official compensation, the BRC made five (5) recommendations, two (2) of which may impact the FY15 Budget. In short, the BRC recommended new compensation strategies that better utilize additional comparable communities and help to account for Park City's exceptionally high costs of living.

For the Mayor, the BRC recommended using a new, weighted compensation methodology:

- (50% weight) Broaden both type and quantity of jurisdictions used by City staff for the biennial comparative-communities analysis, such as Palm Springs (CA), Sun Valley (ID), Santa Fe (NM), and Jackson Hole (WY).
- (50% weight) Better account for and mitigate Park City's high costs of living by utilizing annual Average Household Income data provided by the U.S. Census Bureau.
- This could result in an increase of \$19,086.21 for FY15. This would increase the salary-only portion of the Mayor's salary from \$23,467.72 to \$42,553.93 (this does not include benefits).

For Council Compensation, the BRC recommended updating the current compensation methodology to utilize wage data from communities more similar to Park City:

- Broaden both type and quantity of jurisdictions used by City staff for the biennial comparative-communities analysis, such as Palm Springs (CA), Sun Valley (ID), Santa Fe (NM), and Jackson Hole (WY).

This could result in an increase of \$9,157.75 for FY15. This would increase the salary-only portion of the City Council members' salary from \$12,735.72 to \$21,893.47 (this does not include benefits).

The recommendations for Mayor and Council pay are reflected in the attached Compensation Ordinance.

Also adopted by ordinance are statutory officers including the City Manager, City Attorney, City Engineer, City Treasurer and City Recorder. Increases to actual employee compensation is based on performance, and not guaranteed due to budgetary increases.

*(See Attachment C– Compensation Ordinance)*

### **Comprehensive Emergency Management Plan (CEMP)**

The City Council adopted a new Comprehensive Emergency Management Plan (CEMP) for the City in August of 2007 and has re-adopted an updated and revised CEMP in June of each year since. The Emergency Management Group (EMG) and the City Manager made amendments to the CEMP during the 2014 fiscal year. Resolution 12-13 requires all amendments to the CEMP to be ratified by the City Council within one year. Further, the City's CEMP must be readopted annually to meet the National Incident Management System (NIMS) and Federal Emergency Management Administration (FEMA) compliance requirements.

Without formal adoption of a CEMP, the City is not eligible for certain federal grants and federal disaster Public Assistance (PA) reimbursements. Further, NIMS compliance is becoming a requirement for other federal assistance and grants. State assistance to municipalities is also available with approved emergency management plans, training, an Emergency Manager and CEMP adoption. Park City continues to receive FEMA/State Emergency Management Performance Grants (EMPG) because we have an Emergency Program Manager and have met the state and federal NIMS requirements. We will continue to apply for available EMPG grants as they become available.

In addition to the basic plan, seventeen (17) Appendices lay out the details of Mitigation, Preparedness, Response and Recovery.

The basic CEMP is before you for review (*See Attachment D*) and adoption meeting the State/Federal NIMS requirements.

The following amendments have been made since the June 6, 2013 adoption.

| <b>Nature of the Change</b>                               | <b>Page Affected</b> |
|-----------------------------------------------------------|----------------------|
| Update City Manager Succession section for EOC Operations | Page 16              |
| Updated CBO title                                         | Page 14              |

|                                                                            |                |
|----------------------------------------------------------------------------|----------------|
| Updated UCA cites to reflect new legislation                               | Page 12        |
| Added Deputy Fire Marshal or designee to Chief building Official authority | Page 14        |
| Updated Council succession procedure                                       | Page 17        |
| Updated Emergency Levels to match the County and State                     | Page 18-20     |
| Updated the authority to activate the EOC                                  | Page 21        |
| Added Appendix Q reference to <i>ESF Overview</i> section                  | Page 22        |
| Updated designated departments                                             | Page 23        |
| Updated department responsibilities                                        | Page 25-26, 28 |
| Corrected FEMA Region VIII reference                                       | Page 31        |
| Updated training matrix and guidelines                                     | Appendix E     |
| Updated UCA changes by legislation                                         | Appendix B     |
| Updated number of documents & contents                                     | Appendix I     |
| Added new ERG 2012                                                         | Appendix H     |
| Minor spelling and grammar changes                                         | Throughout     |

The various appendices are not included with the CEMP to save on paper (jointly they exceed 800 pages), but are available to the Council for review. Some appendices are protected documents under UCA - 63-2-304 and UCA 62-2-106 due to personnel and security contents. The Council will be periodically updated on amendments to the plan made by the Emergency Management Group (EMG) as outlined in the CEMP as necessary.

*(See Attachment E – Resolution Adopting the CEMP)*

### **Historic Preservation Grants and the CIP**

The Historic Preservation Grant program was originally housed in the CIP and funded with Main Street and LP RDA funds as directed by Council and included in the RDA resolutions. The majority of historic preservation grants are awarded in the RDAs. Occasionally some historic preservation grant applications were received from property owners outside the RDAs. To provide for this Council allocated some general fund transfer funding in the CIP for these applications.

With recent changes to accounting rules (GASB), the City can no longer fund capital improvement projects with CIP funds for assets the City does not own. Historic Preservation Grants fall into this category. In order to continue the Historic Preservation Grant program, as part of the FY2014 budget process (last year – June 2013), the Finance and Budget Manager's moved funding for the program into the operating budget. At that time, the amount remaining in the CIP from the general fund transfer was \$47,000. This was the total amount available to be drawn down or carried forward into future years (the total amount available from the GF was \$47,000). When the budget was moved to operating, that amount was entered into the operating side as an annual amount. Meaning rather than a total of \$47,000, the program now has an annual amount of \$47,000 per year for properties in the general fund area (City limits) but not eligible for funding in an RDA.

The budget also now includes two non-departmental operating budgets for both the Main Street and Lower Park Avenue RDA. The direction given by the previous City

Council was that Historic Preservation Grants are a high priority for the City and the RDA. Therefore, the City has followed a policy of allowing nearly unlimited funding for Historic Preservation Grants in the LP RDA and unlimited, to the extent possible, in the Main Street RDA (based on limited remaining funds available in the Main Street RDA). These non-departmental accounts are to be adjusted to match expenditures at the end of each fiscal year. Funding is limited to qualifying applicants and qualifying funding match as outlined in the Historic Preservation Grant policy.

In order to have a targeted expenditure amount within a fiscal year, the Planning and Budget departments recommended setting the annual budget to the following amounts: General Fund \$47,000; Lower Park RDA \$50,000; Main Street RDA \$30,000. The final budget amount will still be adjusted to the actual expenditure at the end of each fiscal year. Awarding amounts above the targeted funding level will be determined by Council as part of the Historic Preservation Grants award process.

It is staff's recommendation that Council and staff hold further discussions to refine the current Historic Preservation Grant program and policy. Budget and Planning Staff would like to return to Council in a work session with additional information and recommendations for the program. Until Council provides direction regarding the Historic Preservation Grant program and policy, staff recommend that all award recommendations from HPB, for Historic Preservation Grants, be approved by City Council.

### **Outstanding Budget Issues**

#### **Changes to FY14 Adjusted Budget**

The Electricity and Natural Gas utilities for McPolin Farm have been adjusted upward to better reflect actual expenditures for the FY14 Adjusted budget.

Ice is requesting an expense budget increase of \$97K. The areas where the department has gone over budget are directly supported by revenues that have already increased the revenue beyond last year's total revenue and projected to be approximately \$110K greater than last year's total revenue. This revenue increase is predominantly in the areas of Classes, Leagues, and Advertising, which have caused increases to Variable Hour Staff, League Officials, Contracts and Bank Charges. Overall, this would be an increase of \$31K in expenses versus last year's expenditures.

Tennis is requesting an increase of \$110k in the part-time budget due to the increased demand for tennis instruction. This includes all types of instruction from private lessons, small group lessons, tennis clinics, and youth clinics. The Recreation Manager projects that Tennis will increase lesson revenue from \$508,442 to \$550,000 this year. The \$110k would cover all tennis personnel for the remainder of this fiscal year including part-time tennis pros hired to get the department through the month of June.

#### **Changes to FY15 Proposed Budget**

The Electricity and Natural Gas utilities for McPolin Farm have been adjusted upward to better reflect actual expenditures for the FY15 Proposed Budget.

A new exempt grade was created for the Police Chief, and the position's grade was changed to the new grade.

The amount for Special Service Contracts was increased from \$492K to \$515K for the FY15 Proposed Budget.

The Administrative Inter-fund Transfer (IFT) for the Water, Golf, and Transit funds were adjusted. The Water IFT was increased by \$40,421 from \$633,119 to \$673,540. The Golf IFT increased by \$4,091 from \$98,981 to \$103,071. The Transit IFT increased by \$55,682 from \$588,742 to \$644,423.

The Ice Maintenance and Management budget increased by \$23,000 for the FY14 adjusted budget. This increase is offset by revenues from the Snyderville Basin Recreation District.

**Department Review:**

This report has been reviewed by the Budget, Legal, and City Manager departments.

**Alternatives:**

**A. City Council should do the following:**

1. **Adopt the Park City Comprehensive Emergency Management Plan (CEMP) by resolution;**
2. **Adopt the Park City Fee Schedule by resolution;**
3. **Adopt the Council Compensation Ordinance**
4. **Adopt the Budget Policies revisions.**
5. **Give Direction to Staff regarding Desired Changes to the Budget to be made before Final Adoption.**

**B. Continue the Item:** The Final Budget needs to be adopted on June 12. Per State law, the Tentative Budget needs to be adopted and available for public review for 10 days prior to Final Budget adoption. Any possible changes to the Final Budget should be addressed on May 29 when the Tentative Budget is adopted. Subsequent discussions can occur on June 5, but final changes need to be adopted on June 12.

**C. Do Nothing**

**D. Modify:** Council could give staff direction to modify Policies and Procedures.

**E. Deny:** The recommendations and revisions will not go into effect and may result in noncompliance with federal and/or state regulations, which will diminish the City's ability to provide direction and/or enforce employee policies and procedures.

**Significant Impacts:**

The City's budget must be balanced. Staff recommends that Council provide policy direction on budget issues. Any unresolved issues should be discussed by June 5 so that the Final Budget can be prepared for adoption on June 12.

If Policies and Procedures are not adopted, the recommendations and revisions will not go into effect and may result in noncompliance with federal and/or state regulations, which will diminish the City's ability to provide direction and/or enforce employee policies and procedures.

Failure to adopt the CEMP jeopardizes the City's ability to receive State and Federal grant and disaster reimbursement funds. Pending 2014 EMPG grants and other Federal grants would be in jeopardy.

If a City Fee Schedule is not adopted, there will be confusion as to what fees to charge. This could negatively impact a department's ability to function smoothly. This could also cause potential impacts to the City's revenue.

**Recommendation:**

The City Council should follow the budget presentation schedule described above and provide direction as necessary.

Adopt resolutions approving recommendations and revisions to the Personnel Policies and Procedures Manual of Park City Municipal Corporation, the CEMP, and the Fee Schedule.

**Attachments:**

- A – Excerpts showing changes to Fees Schedule**
- B – Resolution Adopting the Fee Schedule**
- C – Compensation Ordinance**
- D – Comprehensive Emergency Management Plan**
- E – Resolution Adopting the CEMP**
- F – Contract Employee Count by Department**

## Attachment A

### **SECTION 1. CONSTRUCTION AND DEVELOPMENT RELATED FEES**

#### **1.1 PLANNING FEES**

|       |                                                                                                                                                                                                                                                                |                                                                |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| 1.1.1 | <u>Plat/Subdivision *</u>                                                                                                                                                                                                                                      |                                                                |
|       | Plat Amendment                                                                                                                                                                                                                                                 | \$900 per application                                          |
|       | Subdivision                                                                                                                                                                                                                                                    | \$290 per lot/parcel                                           |
|       | Administrative lot line adjustment                                                                                                                                                                                                                             | \$300 per application                                          |
|       | Extension of Approval                                                                                                                                                                                                                                          | \$330 per application                                          |
|       | Condominium                                                                                                                                                                                                                                                    |                                                                |
|       | Condominium or timeshare conversion                                                                                                                                                                                                                            | \$450 per unit                                                 |
|       | Record of Survey                                                                                                                                                                                                                                               | \$450 per unit                                                 |
|       | Amendment to Record of Survey                                                                                                                                                                                                                                  | \$100 per unit affected                                        |
|       | Extension of Approval                                                                                                                                                                                                                                          | \$330 per application                                          |
| 1.1.2 | <u>Master Planned Development (MPD) Process *</u>                                                                                                                                                                                                              |                                                                |
|       | Pre-Master Planned Development                                                                                                                                                                                                                                 | \$1,200                                                        |
|       | <i>Application includes one formal staff review and Planning Commission review of compliance with General Plan that includes a public hearing. If applicant files for formal Master Planned Development the \$1,200 will apply toward the application fee.</i> |                                                                |
|       | Master Planned Development                                                                                                                                                                                                                                     | \$560 per unit equivalent                                      |
|       | Modification to an MPD                                                                                                                                                                                                                                         | \$330 per unit equivalent                                      |
| 1.1.3 | Conditional Use Permit (CUP)*                                                                                                                                                                                                                                  |                                                                |
|       | Planning Commission Review                                                                                                                                                                                                                                     | \$1,140 per application                                        |
|       | Steep Slope Review                                                                                                                                                                                                                                             | \$1,330 per application                                        |
|       | Administrative Staff Review                                                                                                                                                                                                                                    | \$330 per application                                          |
|       | Extension or Modification                                                                                                                                                                                                                                      | \$330 per application                                          |
| 1.1.4 | <u>Zone Changes *</u>                                                                                                                                                                                                                                          | \$1,650                                                        |
| 1.1.5 | <u>Board of Adjustment *</u>                                                                                                                                                                                                                                   |                                                                |
|       | Variance                                                                                                                                                                                                                                                       | \$940 per application                                          |
| 1.1.6 | <u>Architectural and Design Review</u>                                                                                                                                                                                                                         |                                                                |
|       | <u>Historic District/Site</u>                                                                                                                                                                                                                                  |                                                                |
|       | New residential construction <1000 sf                                                                                                                                                                                                                          | \$200 per application                                          |
|       | New residential construction >=1000 sf                                                                                                                                                                                                                         | \$750 per application                                          |
|       | Commercial review                                                                                                                                                                                                                                              | \$200 per unit equivalent for the first 10 units \$15/ue after |
|       | <u>Non-Historic District/Site</u>                                                                                                                                                                                                                              |                                                                |
|       | New Residential- SF/Duplex                                                                                                                                                                                                                                     | \$200 per application                                          |
|       | Multi-Family/Commercial                                                                                                                                                                                                                                        | \$100 per unit equivalent up to 10 units then \$15/ue after    |
|       | Residential Additions                                                                                                                                                                                                                                          | \$100 per application                                          |
|       | Commercial Additions                                                                                                                                                                                                                                           | \$100 per unit equivalent up to 10 units then \$15/ue after    |

|        |                                                                                                                                                              |                                     |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| 1.1.7  | <u>Historic Review *</u>                                                                                                                                     |                                     |
|        | Historic Design Review (no increase in existing area)                                                                                                        | \$210                               |
|        | Historic Design Review (increase in existing area)                                                                                                           | \$1030                              |
|        | Determination of Significance                                                                                                                                | \$350                               |
|        | Certificate of Appropriateness for Demolition                                                                                                                | \$300                               |
| 1.1.8  | <u>Land Management Code Review*</u>                                                                                                                          | \$2,000 per application             |
| 1.1.9  | <u>General Plan Amendment*</u>                                                                                                                               | \$2,000 per application             |
| 1.1.10 | <u>Sign Review</u>                                                                                                                                           |                                     |
|        | Master Sign Plan Review                                                                                                                                      | \$320                               |
|        | Amendment to Master Sign Plan                                                                                                                                | \$120                               |
|        | Individual sign permit                                                                                                                                       | \$120 (\$118.80) plus 1% state tax) |
|        | Sign permit under master sign plan                                                                                                                           | \$130 (\$128.70) plus 1% state tax) |
|        | Temporary Sign Permit                                                                                                                                        | \$60 (\$59.40) plus 1% state tax)   |
| 1.1.11 | <u>Annexation *</u>                                                                                                                                          | \$5,850                             |
|        | Annexation Fiscal Impact Analysis                                                                                                                            | \$1,550                             |
|        | <i>plus actual cost of City approved consultant fee</i>                                                                                                      |                                     |
|        | Modification to Annexation Agreement                                                                                                                         | \$4,150                             |
| 1.1.12 | <u>Appeals Fees *</u>                                                                                                                                        |                                     |
|        | Appeals to Board of Adjustment                                                                                                                               | \$500                               |
|        | Appeals to City Council                                                                                                                                      | \$500                               |
|        | Appeals to Historic Preservation Board                                                                                                                       | \$500                               |
|        | Appeals to Planning Commission                                                                                                                               | \$500                               |
| 1.1.13 | TDR- Development Credit Determination                                                                                                                        | \$100                               |
| 1.1.14 | <u>Refund of Withdrawn Planning Applications</u>                                                                                                             |                                     |
|        | In the case of a withdrawal of an application, the associated fees shall be refunded, less the actual cost for professional services rendered by City staff. |                                     |
| 1.1.15 | <u>Reactivation Fee</u>                                                                                                                                      |                                     |
|        | For projects that have been inactive by the applicant for more than six months a Reactivation Fee of 50% of orig. application fee will be assessed           |                                     |
| 1.1.16 | <u>Attorney or Other Professional Services</u>                                                                                                               |                                     |
|        | Reimbursement for actual expense incurred                                                                                                                    |                                     |

\* Projects under these classifications may be assessed the additional cost of the property posting and courtesy mailing as required by Land Management Code regulations at the time of submittal.

## 1.2 BUILDING FEES

1.2.1 Impact Fee Schedule Impact fees are now located in the Park City Municipal Code, Title 11, Chapter 13.

### 1.2.2 Building Permit

|                 |                                                                                                               |
|-----------------|---------------------------------------------------------------------------------------------------------------|
| Total Valuation | Free                                                                                                          |
| \$1 and up      | 3/4 of 1% (.75%) of the total valuation of construction as herein above described with a minimum fee of \$15. |

### 1.2.3 Plan Check Fees

a. Deposit. On buildings requiring plan checks at the time of building permit application, the applicant shall pay a deposit of \$500.00 for residential buildings; and \$2,000.00 for commercial buildings. The deposit shall be credited against the plan check fee when the permit is issued. This deposit is non-refundable in the event permits are not issued.

b. Fee. Except as otherwise provided herein, the plan check fee shall be equal to sixty-five percent (65.0%) of the building permit fee for that building. The plan check fee for identical plans shall be charged at a rate of \$54.26 per hour of total Community Development staff time. As used herein, identical plans means building plans submitted to Park City that: (1) are substantially identical to building plans that were previously submitted to and reviewed and approved by Park City; and (2) describe a building that is: (A) located on land zoned the same as the land on which the building described in the previously approved plans is located; and (B) subject to the same geological and meteorological conditions and the same law as the building described in the previously approved plans.

### 1.2.4 Mechanical Permit Plus 1% State Surcharge

See fee table below. Building Department enters the total valuation for materials and labor for each sub-permit into the Fee Table to determine the permit fee.

| Total Valuation Fee            |                                                                                                                                        |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| \$1.00 to \$500.00             | \$23.50                                                                                                                                |
| \$500.00 to \$2000.00          | \$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00              |
| \$2,001.00 to \$25,000.00      | \$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00        |
| \$25,001.00 to \$50,000.00     | \$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00      |
| \$50,001.00 to \$100,000.00    | \$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00      |
| \$100,001.00 to \$500,000.00   | \$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00     |
| \$500,001.00 to \$1,000,000.00 | \$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00 |
| \$1,000,001.00 and up          | \$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof                                |

### 1.2.5 Electrical Permit

See fee table below.

| <b>Total Valuation Fee</b>     |                                                                                                                                        |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| \$1.00 to \$500.00             | \$23.50                                                                                                                                |
| \$500.00 to \$2000.00          | \$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00              |
| \$2,001.00 to \$25,000.00      | \$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00        |
| \$25,001.00 to \$50,000.00     | \$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00      |
| \$50,001.00 to \$100,000.00    | \$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00      |
| \$100,001.00 to \$500,000.00   | \$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00     |
| \$500,001.00 to \$1,000,000.00 | \$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00 |
| \$1,000,001.00 and up          | \$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof                                |

### 1.2.6 Plumbing Permit

See fee table below.

| <b>Total Valuation Fee</b>     |                                                                                                                                        |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| \$1.00 to \$500.00             | \$23.50                                                                                                                                |
| \$500.00 to \$2000.00          | \$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00              |
| \$2,001.00 to \$25,000.00      | \$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00        |
| \$25,001.00 to \$50,000.00     | \$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00      |
| \$50,001.00 to \$100,000.00    | \$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00      |
| \$100,001.00 to \$500,000.00   | \$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00     |
| \$500,001.00 to \$1,000,000.00 | \$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00 |
| \$1,000,001.00 and up          | \$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof                                |

1.2.7 International Fire Code Fee Issuance Fee \$20.00

In Addition:

|                             |         |
|-----------------------------|---------|
| Aircraft Refueling Vehicles | \$30.00 |
| Open Burning                | \$10.00 |

|                                                                                  |          |
|----------------------------------------------------------------------------------|----------|
| Candles and Open Flames in Assembly Area                                         | \$15.00  |
| Compressed Gas                                                                   | \$15.00  |
| Excavations Near Flammable or Combustible                                        |          |
| Liquid Pipelines                                                                 | \$15.00  |
| Explosives or Blasting Agents                                                    | \$150.00 |
| Fireworks (Displays)                                                             | \$120.00 |
| Firework (Sales)                                                                 | \$75.00  |
| Flammable Liquids                                                                | \$15.00  |
| Flammable or Combustible Liquid Tanks                                            | \$130.00 |
| Hot Work (welding)                                                               | \$15.00  |
| Liquefied Petroleum Gases (heaters and devices up to 5 units) Places of Assembly | \$55.00  |
| Liquefied Petroleum Gases (heaters and devices) each additional unit             | \$11.00  |
| Liquefied Petroleum Gases on an active construction site (125+ gal)              | \$130.00 |
| Places of Assembly                                                               | \$15.00  |
| Vehicles (liquid or gas fueled) within a building                                | \$130.00 |
| Others not listed                                                                | \$15.00  |

Tents, air-supported structures and trailers \$.20 per square foot  
Temporary structures built to permanent standards  
will be subject to fees set forth in Section 1.2.2.  
For plans already on file and approved, the fee will be  
reduced to \$.13 per square foot

#### 1.2.8 Grading Plan Review and Permit Fees

See fee table below.

| <b>Total Valuation Fee</b>     |                                                                                                                                        |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| \$1.00 to \$500.00             | \$23.50                                                                                                                                |
| \$500.00 to \$2000.00          | \$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00              |
| \$2,001.00 to \$25,000.00      | \$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00        |
| \$25,001.00 to \$50,000.00     | \$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00      |
| \$50,001.00 to \$100,000.00    | \$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00      |
| \$100,001.00 to \$500,000.00   | \$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00     |
| \$500,001.00 to \$1,000,000.00 | \$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00 |
| \$1,000,001.00 and up          | \$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof                                |

### 1.2.9 Soil Sample Fee

\$100

### 1.2.10 Demolition Permit Fee

| <b>Total Valuation Fee</b>     |                                                                                                                                        |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| \$1.00 to \$500.00             | \$23.50                                                                                                                                |
| \$500.00 to \$2000.00          | \$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00              |
| \$2,001.00 to \$25,000.00      | \$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00        |
| \$25,001.00 to \$50,000.00     | \$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00      |
| \$50,001.00 to \$100,000.00    | \$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00      |
| \$100,001.00 to \$500,000.00   | \$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00     |
| \$500,001.00 to \$1,000,000.00 | \$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00 |
| \$1,000,001.00 and up          | \$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof                                |

### 1.2.11 Flatwork Permit

Total Valuation.

\$1 and up      %of 1% (.75%) of the total valuation of construction as herein above described with a minimum fee of \$15. Flatwork permits are subject to Plan Check fees as described above.

### 1.2.12 Other Inspections and Fees

|                                                                      |                                         |
|----------------------------------------------------------------------|-----------------------------------------|
| Inspections outside normal business hours*                           | \$150 per hour (minimum charge 2 hours) |
| Re-inspection fee                                                    | \$75 per hour (minimum charge 1 hour)   |
| Additional inspection services*                                      | \$75 per hour (minimum charge 1 hour)   |
| For use of outside consultants for plan reviews, inspections or both | Actual cost**                           |

\*Or the total hourly cost to the City, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employee involved. These services will be offered based on inspector availability.

\*\*Actual Cost includes administrative and overhead costs.

### 1.3 ENGINEERING FEES

1.3.1 Construction Inspection Fees. Prior to receiving a building permit, a notice to proceed or plat approval, developers shall pay a fee equal to six percent (6%) of the estimated construction cost as determined by the City Engineer. In projects with private street systems that limit city inspection requirements to water, drainage, and other improvements, but not to streets, the inspection fee shall be four percent (4%) of the estimated construction cost of the improvements to be inspected as determined by the City Engineer. The city, upon notice to the developer, may charge the developer a fee of \$75 per man-hour to recoup costs to the city above the fee charged. The city may also charge \$75 per man-hour for re-inspections of work previously rejected.

#### 1.3.2 Permit to Work in Public Right-of-Way

\$200 fee plus \$2,000 letter of credit or cashier's check plus proof of insurance

### 1.4 ADMINISTRATIVE CODE ENFORCEMENT (ACE) FEES

#### 1.4.1 Civil Fee Schedule

|                     |               |
|---------------------|---------------|
| Daily Violation Fee | \$100 per day |
| Re-inspection Fee   | \$75          |

## **SECTION 2. WATER FEES**

2.1 **WATER IMPACT FEES.** Water Impact Fees are located in the Park City Municipal Code, Title 11, Section 13.

### 2.2 MONTHLY WATER METERED SERVICES FEE SCHEDULE:

#### 2.2.1 Base Rates (For all water billed on or after July 1, 2014).

Individually Metered Residential (single-family, condo, townhouse)

| Meter size | <u>Monthly Base/<br/>Demand<br/>Charge</u> | <u>Meter Price</u>                    |
|------------|--------------------------------------------|---------------------------------------|
| 5/8 X 3/4" | <del>\$39.35</del> <b>\$44.07</b>          | <del>\$624.22</del> <b>\$699.13</b>   |
| 1"         | <del>\$53.12</del> <b>\$59.49</b>          | <del>\$717.44</del> <b>\$803.53</b>   |
| 1-1/2"     | <del>\$62.99</del> <b>\$70.55</b>          | <del>\$1020.70</del> <b>\$1143.18</b> |

Other than Individually metered Residential (Multi-Family, Commercial, Irrigation)

| Meter Size         | Monthly Base/ Demand Charge           | Meter Price                           |
|--------------------|---------------------------------------|---------------------------------------|
| 3/4"               | <del>\$51.15</del> <b>\$57.29</b>     | <del>\$624.22</del> <b>\$699.13</b>   |
| 1"                 | <del>\$86.55</del> <b>\$96.94</b>     | <del>\$717.44</del> <b>\$803.53</b>   |
| 1 - 1/2"           | <del>\$184.89</del> <b>\$207.08</b>   | <del>\$1020.70</del> <b>\$1143.18</b> |
| 2"                 | <del>\$385.57</del> <b>\$431.84</b>   | <del>\$1805.40</del> <b>\$2022.05</b> |
| 3"                 | <del>\$1003.35</del> <b>\$1123.75</b> | <del>\$2135.80</del> <b>\$2392.10</b> |
| 4"                 | <del>\$1821.71</del> <b>\$2040.32</b> | <del>\$3721.72</del> <b>\$4168.33</b> |
| 6"                 | <del>\$3434.02</del> <b>\$3846.10</b> | <del>\$5790.26</del> <b>\$6485.09</b> |
| 8"                 | <del>\$5913.67</del> <b>\$6623.31</b> | <del>\$8696.60</del> <b>\$9740.19</b> |
| Construction Meter | <del>\$228.67</del> <b>\$256.11</b>   |                                       |
| Indigent Rate*     | <del>\$3.12</del> <b>\$3.49</b>       |                                       |

\*Indigent Rate includes 10,000 gallons. Water consumption greater than 10,000 gallons is charged per the normal block structure presented in paragraph 2.2.3.

2.2.2 Water Consumption Rates. All water delivered through each meter, excepting commercial meters, between November 1 and May 31 of each year shall be charged at the rate of ~~\$6.89~~ **\$8.13** per thousand gallons. All water delivered through commercial meters shall be charged per Paragraph 2.2.3 year-round.

2.2.3 Water Conservation Rates (For all water billed on or after July 1", 2014). All water delivered through each meter serving single family residential, multi-family residential, commercial and landscape irrigation customers per month between June 1 and October 31 of each year shall be billed at the following rates:

| Type          | Block 1<br><del>\$4.90</del> <b>\$5.78</b> per<br>1,000 gals | Block 2<br><del>\$7.86</del> <b>\$9.27</b> per<br>1,000 gals | Block 3<br><del>\$12.77</del><br><b>\$15.07</b> per<br>1,000 gals | Block 4<br><del>\$19.67</del> <b>\$23.21</b><br>per 1,000 gals |
|---------------|--------------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------------|----------------------------------------------------------------|
| Single Family | 0-5,000                                                      | 5,001 - 30,000                                               | 30,001 - 80,000                                                   | Over 80,000                                                    |
| Multi-Family  |                                                              |                                                              |                                                                   |                                                                |
| 3/4"          | 0-10,000                                                     | 10,001-36,000                                                | 36,001-80,000                                                     | Over 80,000                                                    |
| 1"            | 0-17,000                                                     | 17,001-57,000                                                | 57,001-120,000                                                    | Over 120,000                                                   |
| 1.5"          | 0-30,000                                                     | 30,001-100,000                                               | 100,001-200,000                                                   | Over 200,000                                                   |

|                                                                     |                                                          |                                                    |                                                     |                |
|---------------------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------|-----------------------------------------------------|----------------|
| 2"                                                                  | 0-48,000                                                 | 48,001-160,000                                     | 160,001-320,000                                     | Over 320,000   |
| 3"                                                                  | 0-96,000                                                 | 96,001-320,000                                     | 320,001-640,000                                     | Over 640,000   |
| 4"                                                                  | 0-150,000                                                | 150,001-500,000                                    | 500,001-1,000,000                                   | Over 1,000,000 |
| 6"                                                                  | 0-180,000                                                | 180,001-600,000                                    | 600,001-1,200,000                                   | Over 1,200,000 |
|                                                                     |                                                          |                                                    |                                                     |                |
| Irrigation                                                          |                                                          |                                                    |                                                     |                |
| 3/4"                                                                |                                                          | 0-56,000                                           | Over 56,000                                         |                |
| 1"                                                                  |                                                          | 0-90,000                                           | Over 90,000                                         |                |
| 1.5"                                                                |                                                          | 0-185,000                                          | Over 185,000                                        |                |
| 2"                                                                  |                                                          | 0-300,000                                          | Over 300,000                                        |                |
| 3"                                                                  |                                                          | 0-600,000                                          | Over 600,000                                        |                |
| 4"                                                                  |                                                          | 0-935,000                                          | Over 935,000                                        |                |
| 6"                                                                  |                                                          | 0-1,865,000                                        | Over 1,865,000                                      |                |
|                                                                     |                                                          |                                                    |                                                     |                |
| Commercial<br>Year round                                            |                                                          | <del>\$6.89</del> <b>\$8.13</b> per<br>1,000 gals  | <del>\$10.67</del> <b>\$12.59</b><br>per 1,000 gals |                |
| 3/4"                                                                |                                                          | 0-150,000                                          | Over 150,000                                        |                |
| 1"                                                                  |                                                          | 0-300,000                                          | Over 300,000                                        |                |
| 1.5"                                                                |                                                          | 0-500,000                                          | Over 500,000                                        |                |
| 2"                                                                  |                                                          | 0-750,000                                          | Over 750,000                                        |                |
| 3"                                                                  |                                                          | 0-1,200,000                                        | Over 1,200,000                                      |                |
| 4"                                                                  |                                                          | 0-1,700,000                                        | Over 1,700,000                                      |                |
| 6"                                                                  |                                                          | 0-1,700,000                                        | Over 1,700,000                                      |                |
|                                                                     |                                                          |                                                    |                                                     |                |
| All users<br>except<br>construction<br>between<br>November &<br>May | <del>\$6.89</del> <b>\$8.13</b> per<br>thousand gals     |                                                    |                                                     |                |
| Construction<br>Water                                               | <del>\$228.67</del> <b>\$269.83</b><br>Monthly Base Chg. | <del>\$9.06</del> <b>\$10.69</b><br>thousand gals. |                                                     |                |

### 2.3 WATER VIOLATION PENALTIES

|          |                                                                                      |
|----------|--------------------------------------------------------------------------------------|
| \$150.00 | first violation                                                                      |
| 200.00   | second violation                                                                     |
| 400.00   | third violation                                                                      |
| 500.00   | fourth violation                                                                     |
| 750.00   | for the fifth violation and for each subsequent violation within that calendar year. |

### 2.4 WATER SERVICE REINSTATEMENT FEE

\$100

|             |                                        |                                                   |
|-------------|----------------------------------------|---------------------------------------------------|
| <b>2.5</b>  | <b>WATER METER TESTING FEE</b>         | \$100 per test                                    |
| <b>2.6</b>  | <b>WATER LABOR RATE</b>                | 50 per Hour (rounded up to the nearest half hour) |
| <b>2.7</b>  | <b>WATER PARTS &amp; SUPPLIES RATE</b> | Cost + 15% stocking fee                           |
| <b>2.8</b>  | <b>FIRE HYDRANT METER DEPOSIT FEE</b>  | \$1,050                                           |
|             | Fire hydrant wrench deposit fee        | \$50                                              |
|             | Metro Radio                            | \$100                                             |
| <b>2.9</b>  | <b>RENTER DEPOSIT</b>                  | \$50                                              |
| <b>2.10</b> | <b>NON-MAILED SHUT-OFF NOTICE FEE</b>  | \$75                                              |

### **SECTION 3. BEER AND LIQUOR LICENSE**

See attached Beer and Liquor license fees adopted and incorporated herein by this reference.

### **SECTION 4. PEDDLERS AND SOLICITORS LICENSING**

**4.1 Solicitors Licensing Fee.** \$75.00 annually for each person licensed as a solicitor, except that any business which has already paid its solicitation fee of \$75.00 shall pay \$10.00 annually for every additional solicitor.

**4.2 Street Musicians.** \$5.00 per day for no more than 10 days

**4.3 Convention Sales.**

4.3.1. Type 1 Convention Sales and Hospitality Licenses. \$149.00 plus 5% of the regular Park City business license fee for a business of that type, with the square footage based on the square footage of the meeting or convention facility (or portion thereof) rented or used by the licensee for his sales location site at the convention site. A fee of \$149.00 will be charged for each additional vendor or business listed on an umbrella application

4.3.1 Type 2 Convention Sales and Hospitality Licenses (effective during the Sundance Film Festival). The fee shall be \$372.00 plus 5% of the regular Park city business license fee for a business of that type, with the square footage based on the square footage of the meeting or convention facility (or portion thereof) rented or used by the licensee for his sales location site at the convention site. A fee of \$372.00 will be charged for each additional vendor or business on an umbrella application.

**4.4 Outdoor Sales**

\$ 5.00 In addition to the regularly issued business license for that business.

\$4.00 In addition to the regularly issued business license for that business if business is a member of merchant's association organizing the outdoor sale.

\$50.00 Seasonal plants, Christmas trees or landscaping materials for a maximum period of 8 weeks per year.

### **SECTION 5. MISCELLANEOUS LAW ENFORCEMENT FEES.**

**5.1 Alarm Monitoring Fees**

\$100.00 Cash deposit to be posted at time of installing each alarm system within the Park City limits.

\$- 0- First response within 6 months, no fee deducted from \$100.00 bond.

\$25.00 Second response to premise within 6 months and for each subsequent response to said premise. [\$25 deducted from bond].

## **5.2 Direct Access Alarms**

\$100.00 Per alarm connected through a direct access device, and not per alarm company, for the initial installation of the alarm.

\$50.00 Per year, per alarm for subsequent years or parts thereof.

## **5.3 Dispatching Fee**

\$100.00 Per month for each private agency being dispatched from the City Communication Center.

## **5.4 Vehicle Impound Fee**

\$20.00 Per vehicle, per impound (also see Section 7.7).

## **5.5 Contract Law Enforcement Services**

\$45 Per hour, per officer

## **SECTION 6. GRAMMA (Government Records Access and Management Act) FEES.**

**6.1 Copies.** Copies made at a city facility: \$.10 per page. Double-sided copies shall be charged as two pages.

**6.2 Copies from outside copiers.** The city reserves the right to send the documents out to be copied and the requestor shall pay the actual cost to copy the documents, including any fee charged for pick-up and delivery of the documents.

**6.3 Copies retrieved from Utah State Archives or other storage facility.** In addition to the copy fee, the requester must pay actual cost for staff time and mileage (computed using the current official federal standard mileage rate).

**6.4 Compiling Documents in a form other than that normally maintained by the City, pursuant to U.C.A. 63G-2-203 (2008).** In the event the City compiles a record in a form other than that normally maintained by the City, the actual costs under this section may include the following:

(a)(i) the cost of staff time for compiling, formatting, manipulating, packaging, summarizing, or tailoring the record either into an organization or media to meet the person's request;

(ii) the cost of staff time for search, retrieval, and other direct administrative costs for complying with a request; and

(iii) in the case of fees for a record that is the result of computer output other than word processing, the actual incremental cost of providing the electronic services and products together with a reasonable portion of the costs associated with formatting or interfacing the information for particular users, and the administrative costs as set forth in Subsections (i) and (ii).

(b) An hourly charge under this section may not exceed the salary of the lowest paid employee who, in the discretion of the custodian of records, has the necessary skill and training to perform the request.

(c) Notwithstanding Subsections (a) and (b), no charge may be made for the first quarter hour of staff time.

**6.5 Fee Waiver for Public Benefit.** The City may fulfill a record request without charge if it determines that: releasing the record primarily benefits the public rather than a person; the individual requesting the record is the subject of the record, or an individual specified in U.C.A.

Subsection 63G-2-202(1) or (2); or the requester's legal rights are directly implicated by the information in the record, and the requester is impecunious.

## **SECTION 7. PARKING. METER RATES. VIOLATIONS. TOWING. AND IMPOUND FEES**

### **7.1 Fines for meter violations** are as follows:

First violation per registered owner(s): No fine or late fees. Vehicle license plate and/or VIN numbers will be logged into the system and a courtesy card issued to welcome to Main Street and educate user on the pay-and-display meter system.

Second thru Fifth (2nd- 5th) violation per registered owner(s):  
\$20 from the date of violation until fourteen (14) days following the violation, escalating to:

\$40 after 14 days;  
\$60 after 30 days;  
\$80 after 60 days

More than five (>5) violations per registered owner(s):  
\$40 from the date of violation until fourteen (14) days following the violation, escalating to:

\$60 after 14 days  
\$80 after 30 days  
\$100 after 60 days

### **7.2 Fines for mobility disabled space violations** are as follows:

\$150 from the date of violation until fourteen (14) days following the violation, escalating to:

\$170 after 14 days;  
\$190 after 30 days;  
\$210 after 60 days

### **7.3 Fines for special event parking violations.** When enacted by the City Manager under Section 7.6, the fines for special event parking violations are as follows:

A. Egregious violations (i.e.. obstructing traffic on Main Street or along bus routes) or mobility disabled space violations. \$150 from the date of violation until fourteen (14) days following the violation, escalating to:

\$170 after 14 days;  
\$190 after 30 days;  
\$210 after 60 days

B. Fines for all other special event parking violations. \$75 from the date of the violation until fourteen (14) days following the violation.

\$95 after 14 days;  
\$115 after 30 days;  
\$135 after 60 days

**7.4 FINES FOR TIME LIMIT PARKING VIOLATIONS** are as follows: \$20 from the date of violation until fourteen (14) days following the violation, escalating to:

\$50 after 14 days;  
\$70 after 30 days;  
\$90 after 60 days

More than five (>5) violations in the previous three years per registered owner(s):  
\$40 from the date of violation until fourteen (14) days following the violation, escalating to:

\$60 after 14 days;  
\$80 after 30 days;  
\$100 after 60 days;

**7.5 Fines for all other parking violations** are as follows:

\$30 from the date of violation until fourteen (14) days following the violation, escalating to:

\$50 after 14 days;  
\$70 after 30 days;  
\$90 after 60 days

More than five (>5) violations per registered owner(s):  
\$50 from the date of violation until fourteen (14) days following the violation, escalating to:

\$70 after 14 days;  
\$90 after 30 days;  
\$110 after 60 days;

## **7.6 Parking Permits**

Employee Parking Permit- A parking permit is available to Main Street employees for the China Bridge Parking Structure and the Gateway Garage. The cost is \$100 annually, \$65 if purchased after April 1st of each calendar year. A replacement permit can be purchased for \$65 subject to approval by the Parking Manager.

Business Parking Permit- Businesses with a Main Street address are eligible to purchase a Swede Alley Business Permit that allows parking over the four-hour time limits in all Swede Alley surface lots but not between the hours of 2 a.m. to 6 a.m. This permit also allows parking in the covered levels of China Bridge garage beyond the 6 hour limit not to exceed 72 hours at one time in a parking space. Cost for this permit is \$500 annually.

**7.7 Special Event Parking.** The City Manager may implement Special Event Parking Permit Fees, Special Event Meter Rates and/or Special Event Parking Fines for events held under a Master Festival License. The fee for these Special Event Parking Permits and Special Event Meter Rates will not exceed \$50 per day.

**7.8 Tow and Storage Fees.** Vehicles towed from City parking and stored in private lots are subject to Utah State allowed amounts as outlined in the Park City Police Department Towing Rate Schedule.

**7.9 Immobilization Fee** \$35

**7.10 Fees for Special Use of Public Parking** are as follows:

|                                                                                  |                                |
|----------------------------------------------------------------------------------|--------------------------------|
| Main Street, Heber Avenue, Park Avenue (Heber to 9th St):                        | Daily rate of \$16 per space   |
| Swede Alley:                                                                     | Daily rate of \$12 per space   |
| Sandridge, South City Park, Residential Permit Zones:                            | Monthly rate of \$20 per space |
| a. Up to two spaces for vehicle parking with approved and active building permit | \$0.00                         |
| b. Vehicle Permits                                                               | \$20 per space per month       |
| c. Dumpster or Equipment Permit                                                  | \$50 per space per month       |
| Pay station removal for construction:                                            | \$1,000                        |
| Application Fee:                                                                 | \$20                           |

Applications are reviewed by appropriate divisions, such as Parking Services, Transportation, Police, Building Departments, and Special Events.

**7.11 Meter rates** are as follows:

For Main Street and the Brew Pub lot: \$1.50 per hour up to a three hour limit. Minimum purchase is 20 minutes with coin, parking card, and tokens. No less than one hour can be purchased with a credit card. For event rates, see Section 7.7.

**7.12 In-car meter devices:**

Free with purchase of \$50 or more of prepaid parking time. In-car meter and prepaid card parking time is available to residents at a 46.67% discount equivalent to \$0.80 per hour.

**7.13 Tokens** are available for sale as follows:

|                     |                            |
|---------------------|----------------------------|
| Up to 50 tokens:    | \$0.50 each                |
| 50-299 tokens:      | \$0.40 each (20% discount) |
| 300 or more tokens: | \$0.35 each (35% discount) |

Large purchases subject to Parking Manager approval and are limited to Main Street business license holders.

**7.14 Meter payment by cell phone:**

Users sign up for a free account. Meter rates in Section 7.11 apply; no less than one hour can be purchased. City pays the convenience fee charged by the service provider.

**7.15 Interior Bus Board Advertising Rate Schedule**

|                                                                                             |                               |
|---------------------------------------------------------------------------------------------|-------------------------------|
| 11" x 22" advertising space for Winter Season (Dec 1 <sup>st</sup> - May 31 <sup>st</sup> ) | \$3,000.00                    |
| 11" x 22" advertising space for Summer Season (Jun 1 <sup>st</sup> – Nov 30 <sup>th</sup> ) | \$1,100.00                    |
| 11" x 22" advertising space for Full Year                                                   | \$4,000.00                    |
| Special Events / Sundance                                                                   | Current seasonal rates apply. |

\*10% discount available for art submitted by art submission deadline – Nov 10<sup>th</sup> for Winter Season, May 12<sup>th</sup> for Summer Season.

\*Rate includes printing/production cost.

## **SECTION 8. RECREATION SERVICES AND FACILITY RENTAL FEES**

**8.1 PURPOSE AND PHILOSOPHY.** Recreation Services, the Parks Department, Miners Hospital Community Center and the Library are supported primarily by tax dollars through the City's General Fund. The Golf Course has been established as an enterprise fund and should be primarily supported by revenues other than taxes. This policy applies to Recreation Services and the Golf Course Enterprise fund.

The purpose of this section is to establish a level of operations and maintenance cost recovery for programs, activities and facilities, and direction for establishing fees and charges for the use of and/or participation in the programs, activities and facilities offered by the Recreation Services, Golf Course, Library, and Miners Hospital Community Center.

It is the intent of the City to offer its Recreation Services programs, activities and facilities to the entire community. To help offset the cost of providing these services, and since the primary beneficiaries of these services are users, it is appropriate to charge fees that are adequate to fund operation of the facility in line with other like programs.

**8.2 COST RECOVERY.** It is the intent of the City to recover roughly 70% of the operations and maintenance expenses incurred by the Recreation Department and the Recreation Center and 100% of the operations and maintenance expenses incurred by the Golf Course through sources of revenue other than taxes. The City's cost recovery plan is described in detail in the City's budget document. User fees should not be considered the only source for accomplishing this objective. Revenues may also include:

Increases in program participation.

- Fees charged for non-recreational use of facilities (conventions/special events)
- Rental income
- New programs or activities
- Private sponsorship of programs or activities
- Public agency grants or contributions.

**8.3 ESTABLISHING USER FEES.** Fees shall be set at a level which ensures program quality and meets the objectives of the City Council.

**8.3.1 Area Resident Discount** Those people whose primary residence is within the Park City School District limits; are currently paying property tax within Park City School District limits; or are holding a valid Park City business license and leasing or renting office space within Park City are entitled to receive a discount on user fees for the Recreation Center and Golf Course.

**8.3.2 Recreation Program Fees** The Recreation Department, the Recreation Center and the Golf Course offer a variety of organized programs and activities. Due to the fluctuations in the number of participants and frequent changes in circumstances, program fees are established on a program-by-program basis by dividing the number of projected participants by the estimated program costs. Fees are then published in the Recreation Services annual brochure (PLAY Magazine). In most cases, fees will be kept commensurate with fees charged by others providing like service.

**8.3.3 Fees for Non-Recreational Activities at the Recreation Center.** The fees charged for non-recreational or special event use will be competitive with the marketplace providing the fees cover a minimum of: a) the costs involved in the production of the event; and b) recovery of lost revenue.

The Recreation Center facility is principally for recreation. Non-recreation activities usually will be charged up to fifty percent (50%) more than the minimum. No fee waivers for non-recreational or special event use will be permitted. However, the City Council may authorize the City to pay all or a portion of the fee in accordance with the master festival ordinance provisions.

**8.3.4 Fee Increases** Recommendations for fee increases may be made on an annual basis. The City will pursue frequent small increases as opposed to infrequent large ones. Staff will be required to provide an annual review and analysis of the financial posture of the Golf Course Fund along with justification for any recommended increase. When establishing fees, the City will consider rates charged by other public and private providers as well as the ability of the users to pay.

To establish and maintain the Council's objective of 70% cost recovery, the City Manager will have the authority to annually increase fees up to \$.50 or 10%, whichever is greater. Any requested increase over that amount will require Council action.

Fee increases will take place only if they are necessary to achieve the City Council's objective and maintain program quality, and only with the authorization of the City Manager or the City Council.

**8.3.5 Discounting Fees** The Recreation Services Manager may, at his or her discretion, discount fees when:

- Offering special promotions designed to increase use.
- Trying to fill non-prime time.
- Introducing new programs or activities.
- Playing conditions are below standard due to weather or facility disrepair.

**8.3.6 Fee Waivers** The City intends that no resident under 18 years old or over age 65 be denied the use of any program, activity or facility for reasons of financial hardship. The Recreation Services Manager may, at his discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.

## **8.4 RECREATION CENTER:**

### **8.4.1 Recreation Center Fees**

**Punch Card Admission.** For ease of administration and convenience to users, a punch card system has been established for Recreation Center programs and activities. The purchase of a punch card may result in a savings off the regular rate.

| <b><u>Punch Passes</u></b>               | <b>Resident</b>  | <b>Visitor</b>        |
|------------------------------------------|------------------|-----------------------|
| Youth (3 to 17) 10 Punch                 | \$28             | <del>\$40</del> \$45  |
| Adult 10 Punch                           | \$70             | <del>\$90</del> \$100 |
| Senior & Military 10 Punch               | \$60             | \$70                  |
| <del>Tennis Lesson 10 Punch (5hrs)</del> | <del>\$275</del> |                       |
| Child Care 10 Punch (10 hrs)             | \$35             |                       |

**Tennis Punch Passes**

|                                      |                                        |
|--------------------------------------|----------------------------------------|
| Tennis Lesson 10 punch 5 hours       | <del>\$315</del> <b>\$333</b>          |
| <del>Clinic 10 punch 1.5 hours</del> | <del>\$200</del>                       |
| <b>Clinic 10 Punch 1.5 hours</b>     | <b>\$225</b>                           |
| Monthly clinic 1.5 hours             | <del>\$18</del> <b>\$21</b> per clinic |
| Clinic 10 punch 2 hours              | <del>\$250</del> <b>\$300</b>          |
| Monthly clinic 2 hours               | <del>\$20</del> <b>\$28</b> per clinic |

**Tennis/Pickelball Court Charges****Hourly Court Fees**

|               | <b>Indoor</b> | <b>Outdoor</b> |
|---------------|---------------|----------------|
| Resident rate | \$26          | \$10           |
| Visitor rate  | \$36          | \$12           |

**Other Tennis Fees**

|                                    |                    |                |
|------------------------------------|--------------------|----------------|
| <del>Private Lesson 1 hour</del>   | <del>\$70.00</del> |                |
| Private Lesson 1/2 hour            | \$38.00            |                |
| Semi Private Lesson 1 hour         | \$74.00            |                |
| <b>Group of 2</b>                  | <b>\$78.00</b>     |                |
| Group of 3                         | <del>\$78.00</del> | <b>\$84</b>    |
| Group of 4                         | <del>\$82.00</del> | <b>\$88</b>    |
| Clinic drop-in fee 1.5 hours       | <del>\$24.00</del> | <b>\$25.50</b> |
| Clinic drop-in fee 2 hours         | <del>\$30.00</del> | <b>\$34</b>    |
| Ball Machine                       | \$12.00            |                |
| Tennis Courts Non Athletic (Daily) | \$3,000            |                |

**Daily Drop In**

|                                 | <b>Resident</b> | <b>Visitor</b> |
|---------------------------------|-----------------|----------------|
| Toddlers 2 & Under              | Free            | Free           |
| Youth (3 to 17)                 | \$3             | \$5            |
| Adult                           | \$7             | \$10           |
| Senior 70+ & Military           | \$6             | \$7            |
| Fitness Classes                 | \$9             | \$12           |
| Senior/Military Fitness Classes | \$8             | \$9            |

**Facility Passes:** There are two types of facility passes one which includes all amenities except tennis and the other which includes all amenities except group fitness and tennis. Program fees are additional and are not included in pass fees.

#### Individual Rate

| Term     | Facility Rate | Class Add On           | Total                  |
|----------|---------------|------------------------|------------------------|
| 1 Month  | \$40          | \$20                   | \$60                   |
| 3 Month  | \$110         | <del>\$50</del> \$54   | <del>\$160</del> \$164 |
| 6 Month  | \$192         | <del>\$80</del> \$96   | <del>\$272</del> \$288 |
| 12 Month | \$345         | <del>\$144</del> \$168 | <del>\$489</del> \$513 |

#### Senior ~~70~~ 65+ & Military Individual Rate

| Term     | Facility Rate | Class Add On           | Total                  |
|----------|---------------|------------------------|------------------------|
| 1 Month  | \$36          | \$20                   | \$56                   |
| 3 Month  | \$99          | <del>\$50</del> \$54   | <del>\$149</del> \$153 |
| 6 Month  | \$173         | <del>\$80</del> \$96   | <del>\$253</del> \$269 |
| 12 Month | \$310         | <del>\$144</del> \$168 | <del>\$454</del> \$478 |

#### Couple Rate

| Term     | Facility Rate | Class Add On           | Total                  |
|----------|---------------|------------------------|------------------------|
| 1 Month  | \$72          | <del>\$35</del> \$40   | <del>\$107</del> \$112 |
| 3 Month  | \$216         | <del>\$90</del> \$108  | <del>\$306</del> \$324 |
| 6 Month  | \$328         | <del>\$144</del> \$192 | <del>\$472</del> \$520 |
| 12 Month | \$590         | <del>\$260</del> \$336 | <del>\$850</del> \$926 |

#### Senior ~~70~~ 65+ & Military Couple Rate

| Term     | Facility Rate | Class Add On           | Total                  |
|----------|---------------|------------------------|------------------------|
| 1 Month  | \$65          | <del>\$35</del> \$40   | <del>\$100</del> \$105 |
| 3 Month  | \$194         | <del>\$90</del> \$108  | <del>\$284</del> \$302 |
| 6 Month  | \$295         | <del>\$144</del> \$192 | <del>\$439</del> \$487 |
| 12 Month | \$531         | <del>\$260</del> \$336 | <del>\$791</del> \$867 |

#### Tennis Passes

|                           |         |
|---------------------------|---------|
| Single Annual             | \$1,210 |
| Couple Annual             | \$2,150 |
| Family Annual (3 members) | \$2,375 |
| Each Additional member    | \$225   |

| Gymnasium    | Hourly Resident    | Hourly Visitor       | Daily   |
|--------------|--------------------|----------------------|---------|
| Full Gym     | <del>\$65</del> 70 | <del>\$125</del> 140 |         |
| Half Gym     | <del>\$35</del> 40 | <del>\$75</del> 80   |         |
| Non-Athletic |                    |                      | \$1,400 |

| Sliding Scale    | First 20 hours      | Next 20 hours +     |
|------------------|---------------------|---------------------|
| Stakeholder Fees | \$60 full/\$30 half | \$55 full/\$25 half |
| Resident/PCSD    | \$70 full/\$40 half | \$65 full/\$35 half |

| Fitness Studios | \$65 (for profit) | \$125 (for profit) |
|-----------------|-------------------|--------------------|
|                 | \$35 (non-profit) | \$75 (non-profit)  |

## Off Season Gym Rates (May 1-Labor Day)

|          |                    |
|----------|--------------------|
| Resident | \$50/hour full gym |
| Visitor  | \$75/hour full gym |

### Extra Gym use fees

\$15/rental for equipment set up (volleyball nets, hoops moved, bounce house set up)  
Stakeholder definition: Any team or organization within the PCSD boundaries that utilizes Park City Recreation facilities and meets the criteria listed here. A team or organization failing to meet any of these criteria will no longer be considered a stakeholder and will no longer be entitled to stakeholder consideration for gym use:

- Must be comprised of no less than 75% of athletes residing in the PCSD or attend PCSD schools.
- Stakeholders will work towards equitable facility use by attendance at stakeholder meetings and through resolving booking problems on site.
- Stakeholders must be current with seasonal and/or rental payments.

### Other Fees

|                                                 |          |
|-------------------------------------------------|----------|
| Visitor 10 Punch Card                           | \$90     |
| 1 Month Visitor Pass                            | \$90     |
| Family Swim Pass                                | \$247.50 |
| Child Care Per Hr                               | \$4      |
| Personal Training 1 Hour                        | \$50     |
| Personal Training Punch Card (12 visits)        | \$500    |
| Couple Personal Training Punch Card (12 visits) | \$699    |
| Birthday Party                                  | \$150    |
| Party Room per hour                             | \$50     |

**8.5 GOLF FEES.** The Park City Municipal Golf Course is an 18 hole course and 6,743 yards in length. The fees listed below are established fees; however, they may be altered for certain types of tournament play. To receive a resident discount, ~~the recreation card (which must have a City resident designation)~~ **a valid driver's license with Park City as the city designation** must be presented to the golf starter. Season passes are available only to those who ~~possess a local card~~ **purchased a season pass the previous year**. Playing conditions on the course may vary due to weather constraints, particularly early and late in the season. The Golf Manager may, at his discretion, discount the established fees in order to encourage use of the course when playing conditions are less than optimal.

Regular Season- Memorial Day through September  
Off-Season- Pre-Memorial Day, October and November

|                             |                                  |
|-----------------------------|----------------------------------|
| Resident Season Pass        | \$1,050                          |
| Junior Pass                 | \$425                            |
| Jr./Sr. Resident Punch Pass | <del>\$300</del> <b>\$320.00</b> |
| Corporate Pass              | \$3,000                          |
| Resident 18 Hole            | <del>\$34</del> <b>\$35</b>      |

|                                        |                            |
|----------------------------------------|----------------------------|
| Resident 18 Hole with Cart             | <del>\$49</del> \$50       |
| Non-Resident 18 Hole                   | <del>\$47</del> \$50       |
| Non-Resident 18 Hole with Cart         | <del>\$62</del> \$65       |
| Utah Resident Rate 18 Hole             | \$45                       |
| Utah Resident Rate 18 Hole<br>W/Cart   | \$60                       |
| Resident 9 Hole                        | <del>\$17.00</del> \$17.50 |
| Resident 9 Hole with Cart              | <del>\$24.50</del> \$25.00 |
| Non-Resident 9 Hole                    | <del>\$23.50</del> \$25.00 |
| Non-Resident 9 Hole with Cart          | <del>\$31.00</del> \$32.50 |
| Utah Resident Rate 9 Hole              | \$22.50                    |
| Utah Resident Rate 9 Hole with<br>Cart | \$30.00                    |
| Resident Off-Season 18 Hole            | \$26                       |
| Non-Resident Off-Season 18 Hole        | \$30                       |
| Small Range Bucket                     | \$4                        |
| Large Range Bucket                     | \$8                        |

**8.6 LIBRARY FEES.** The Park City Library Board routinely reviews non-resident fee options and recommends changes. Library services, which are funded by the General Fund, are provided without charge to property owners, residents, and renters within the City's boundaries. Non-resident card fees are charged to those who request borrowing privileges but live outside the City's taxing area. On September 8<sup>th</sup>, 2002, the Library Board voted to change the fee charged to some non-resident library users.

#### Non-Resident Card Fees

|                                                |                  |
|------------------------------------------------|------------------|
| Family membership                              | \$40.00 per year |
| Temporary membership (90 days)                 | \$20.00 plus     |
| Students residing in Summit County (ages 5-18) | Free             |
| Organization card - non-profit                 | \$45 per year    |
| Organization card -for-profit                  | \$55 per year    |

**8.7 CEMETERY FEES.** Anyone owning property, currently residing, or having resided in Park City for a period of more than ten years consecutively, is eligible to purchase cemetery property or may be buried in the Park City Cemetery. All cemetery plots will be sold on a first-come, first-served basis. The same criteria above are used for the rights to purchase a plaque space on the Memorial Walls in the Cemetery.

|                                                                                  | <u>Resident<br/>Fees</u> | <u>Eligible<br/>Non-Resident<br/>Fees</u> |
|----------------------------------------------------------------------------------|--------------------------|-------------------------------------------|
| Single adult grave                                                               | \$300                    | \$600                                     |
| Single infant grave                                                              | 150                      | 300                                       |
| Opening and closing adult grave                                                  | <del>480</del> 550       | <del>480</del> 550                        |
| Opening and closing infant grave                                                 | 360                      | 360                                       |
| Removal of adult from one grave to another within cemetery                       | 960                      | 960                                       |
| Removal of infant from one grave to another within cemetery                      | 720                      | 720                                       |
| Removal of adult for interment outside cemetery                                  | 480                      | 480                                       |
| Removal of infant for interment outside cemetery                                 | 360                      | 360                                       |
| Schil for flower beds/grave                                                      | N/A                      | N/A                                       |
| Additional charge for after hour burials including Saturdays, holidays, weekends | 200                      | 300                                       |
| Interment of cremated remains                                                    | 70                       | 140                                       |
| Monument grave marker maintenance                                                | 100                      | 100                                       |
| Memorial Wall plaque space                                                       | 250                      | <del>N/A</del> 500                        |

8.7.1. Cemetery Fee Waivers. Any or all of the fees associated with the operation of the Park City Cemetery may be waived by the Cemetery Sexton, **however, such consideration is focused on persons who provided exceptional community service or residents with proven financial hardship.** Grave sites, located in the "veterans section" for Park City veterans, firemen and police officers will be provided free of charge, as well as fees for cemetery services. Family members wishing to be buried in this section of the cemetery will be charged for lots and services.

**8.8 PARK PAVILLION RENTAL FEES.** It is not mandatory that a fee be paid for the use of a park pavilion. However, those persons having reserved a pavilion and paid the reservation fee shall have the exclusive use to use that pavilion over others. Reservation fees for park pavilion use are as follows:

| <u>Rotary and South-End of City Park Pavilions</u>             | <u>Half Day</u> | <u>Full Day</u> |
|----------------------------------------------------------------|-----------------|-----------------|
| Residents within Park City School District                     | \$50            | \$85            |
| Non-residents/commercial<br>+\$100 refundable cleaning deposit | 125+            | 200+            |

**8.9 MINERS HOSPITAL COMMUNITY CENTER FEES.** This facility is located at 1354 Park Avenue. Reservation fees for use of the Miners Hospital Community Center are as follows:

| <u>Function/Use</u>                            | <u>Park City/Snyderville<br/>Basin Resident or<br/>Non-Profit<br/>Commercial</u> | <u>Non-Resident or Non-<br/>Profit/Commercial</u> |
|------------------------------------------------|----------------------------------------------------------------------------------|---------------------------------------------------|
| Single level:                                  |                                                                                  |                                                   |
| Hourly:                                        |                                                                                  |                                                   |
| First/additional up to 3 hours                 | \$25/\$16                                                                        | \$42/\$25                                         |
| Half day (4 hours)**                           | \$67                                                                             | \$101                                             |
| Whole day (8 hours)***                         | \$126                                                                            | \$185                                             |
| Entire building:                               |                                                                                  |                                                   |
| Two hours minimum                              | \$101                                                                            | \$185                                             |
| Half day**                                     | \$168                                                                            | \$294                                             |
| Whole Day (8 a.m. to 5 p.m.)**                 | \$210                                                                            | \$336                                             |
| Special events (weddings, receptions, etc.)*** | \$673                                                                            | \$925                                             |

Park City/Snyderville non-profit groups will receive 12 free rentals per year, after which time the standard rate applies.

Cancellation Policies for entire building reservations:

For two hour reservations, a \$25 handling fee will be charged for cancellations received less than one week prior to rental.

For half-day reservations, a \$50 handling fee will be charged for cancellations received less than two weeks prior to rental.

For whole day reservations, a \$75 handling fee will be charged for cancellations received less than two weeks prior to rental.

Notes:

\*Snyderville Basin and Park City residents and groups were formerly charged two separate rates. Those groups have now been combined.

\*\*a \$50 damage/cleaning deposit is required on all whole day rentals, refundable if the facility is left in satisfactory condition; full payment of all fees is due two weeks prior to the facility rental.

\*\*\*a \$300 damage/cleaning deposit is required on all special events rentals, \$275 is refundable if the facility is left in satisfactory condition; full payment of all fees for special events is due 30 days prior to the date of the event.

Snyderville Basin Resident is defined as a resident or business that is located within the boundaries of the Park City School District and Park City Fire Service District.

Commercial is defined as any use of the facility wherein participants are charged fees for profit.

#### **8.10 PARK CITY LIBRARY & EDUCATION CENTER AUDITORIUM RENTAL RATES**

This facility is located at 1255 Park Avenue. The rates for this facility are as follows:

| Number of<br>Refundable<br>Patrons | 5 Hours<br>(or less) | Per Day | Deposit |
|------------------------------------|----------------------|---------|---------|
| Fewer than 50                      | \$84                 | \$168   | \$100   |
| 50 -100                            | 126                  | 252     | 150     |
| 100- 150                           | 252                  | 505     | 300     |
| 150-250                            | 420                  | 841     | 500     |
| More than 250 500                  | 841                  | 1,683   | 1,000   |

PA system rental per event \$99

Notes:

1. Advance reservations and standard lease agreement required, tenants included.
2. Events without admission or fee or non-profit groups are eligible for 50% rate reduction.
3. Tenants of the Park City Library and Education Center are eligible for a 50% rate reduction.
4. Multi-day events (more than three days) are eligible for a 25% rate reduction.
5. Special parking arrangements may be required for events for more than 250 participants and guests.
6. All rates are subject to change without notice.
7. All fees are to be paid in advance.
8. Only one rate reduction may apply to any group or user (the largest allowable reduction will apply).
9. City reserves the right to change fees, especially in the case of commercial enterprises. These rates apply to Auditorium rental only; rental rates for film equipment are calculated separately.

#### **SECTION 9. ICE ARENA AND FIELDS RENTAL FEE SCHEDULE.**

**9.1 Establishing User Fees.** Fees shall be set at a level which ensures program quality and meets the objectives of the City Council. Area rates apply to residents of Park City, Summit County and Wasatch County. Outside rates apply to requests outside Summit and Wasatch Counties.

|                                           |                   |
|-------------------------------------------|-------------------|
| Additional Restroom Cleaning              | \$30 per clean    |
| Additional Field Prep (Softball/Baseball) | \$91 per field    |
| Special Field Prep (Low grass Cut)        | \$1,000 per field |
| Field Set Up (Lacrosse, Soccer, Football) | \$200 per field   |
| Lights - PCSC & City Park                 | \$20 per hour     |
| Field Prep, Bleachers, Banners & Clean Up |                   |

|                                                       |         |
|-------------------------------------------------------|---------|
| Full Prep (per field, one prep)                       | \$91.15 |
| Partial Prep per field, one prep, drag and line only) | \$60.75 |
| Drag Only (per field, one prep)                       | \$30.40 |
| Chalk (per bag, not incl. labor)                      | \$8.50  |
| Quick Dry (per bag, not incl. labor)                  | \$14.30 |

#### Admission Fees

|                                                     | <u>Local</u><br><u>Area Rates</u> | <u>Outside</u><br><u>Area Rates</u> |
|-----------------------------------------------------|-----------------------------------|-------------------------------------|
| <u>Youth = 6 -17 year olds; Adult = 18 and over</u> |                                   |                                     |
| Public Skate – 5 & under                            | Free                              | Free                                |
| Public skate – youth/senior                         | \$ 6.00                           | \$ 10.00                            |
| Public skate – adult                                | \$ 6.50                           | \$ 10.50                            |
| Cheap Skate (includes skate rental)                 | \$ 6.00                           | \$ 95.00                            |
| Group Rates (20+) includes admissions & skates      | \$ 6.00                           | \$ 11.00                            |
| Skate rental                                        | \$ 3.50                           | \$ 3.50                             |
| Drop-in hockey - youth                              | \$ 7.50                           | \$ 11.00                            |
| Drop-in hockey - adult                              | \$ 10.00                          | \$ 13.50                            |
| Stick & Puck - youth                                | \$ 7.50                           | \$ 11.00                            |
| Stick & Puck - adult                                | \$ 10.00                          | \$ 13.50                            |
| Skills & Drills - youth                             | \$ 10.00                          | \$ 13.00                            |
| Skills & Drills- adult                              | \$ 12.50                          | <del>\$ 15.50</del> \$16.00         |
| Coached Drop-in Hockey – adult                      | \$ 12.50                          | \$ 16.00                            |
| Coached Drop-in Hockey- youth                       | \$ 10.00                          | \$ 13.00                            |
| Drop-in Speed Skating – youth                       | \$ 8.50                           | \$ 11.00                            |
| Drop-in Speed Skating – adult                       | \$ 9.50                           | \$ 13.50                            |
| Freestyle-youth                                     | \$ 7.50                           | \$ 12.00                            |
| Freestyle-adult                                     | \$ 8.25                           | \$ 13.50                            |
| Drop-in curling                                     | \$ 11.50                          | \$ 15.00                            |
| Drop-in Skating Class                               | \$ 14.00                          | \$ 17.00                            |
| Off-ice conditioning - youth                        | \$ 11.50                          | \$ 14.00                            |

10 Session Punch Cards will be sold to locals only - \$1.00 off each session or \$10 off in total.

#### Admission Passes (10 admissions)

|                                                    |      |     |
|----------------------------------------------------|------|-----|
| Public Skate – youth/senior                        | \$50 | N/A |
| Public Skate – adult                               | 55   | N/A |
| Drop-in Hockey - youth                             | 65   | N/A |
| Drop-in Hockey – adult                             | 90   | N/A |
| Stick and Puck – youth                             | 65   | N/A |
| Stick and Puck – adult                             | 90   | N/A |
| <del>Skills and Drills</del> Coached Hockey– youth | 90   | N/A |
| <del>Skills and Drills</del> Coached Hockey– adult | 115  | N/A |
| Freestyle                                          | 65   | N/A |
| Drop-in Speedskating – youth                       | 65   | N/A |
| Drop-in Speedskating – adult                       | 90   | N/A |

|                                           |                  |                |
|-------------------------------------------|------------------|----------------|
| <del>Off-ice conditioning – 5 punch</del> | <del>55.60</del> | <del>N/A</del> |
| Off-ice conditioning – 10 punch           | 105              | N/A            |

#### Internet Admissions Fees (discounted registration fee for registering on-line)

|                          |                          |
|--------------------------|--------------------------|
| Adult Drop-in Hockey     | <del>\$9.00</del> \$8.50 |
| Youth Freestyle          | <del>\$6.50</del> \$6.00 |
| Coached Hockey – Adult   | \$11.00                  |
| Off-Ice Training – Youth | \$10.00                  |

~~If a customer purchases 10 or more admissions for the same program in one transaction on-line, the price per session will be discounted an additional \$.50 per session.~~

#### Hourly Ice

|                        |                        |
|------------------------|------------------------|
| User Groups*/Employees | <del>\$185</del> \$190 |
| Locals / Businesses    | <del>205</del> \$210   |
| For-profit/Non-local   | <del>265</del> \$280   |
| Camps                  | \$265                  |

#### Daily Facility Rental

The daily facility rental fee includes the use of the party rooms with the applicable hourly ice rate when eight (8) or more hours of ice are rented in one day.

\*User Groups are defined as local, organized programs who rent weekly ice from the arena (minimum 25 hours per season).

#### Season Passes (11 month season)

|                                         |                 |
|-----------------------------------------|-----------------|
| Family (4)*                             | \$500           |
| Additional Family Member                | \$50 per person |
| Adult                                   | \$250           |
| Youth (6-17 year olds/Senior +55 years) | \$180           |

|                              |        |
|------------------------------|--------|
| Platinum Figure Skating Pass | \$4300 |
| Gold Figure Skating Pass     | \$4150 |
| Silver Figure Skating Pass   | \$3100 |

#### Equipment (per hour)

|                          |                                              |
|--------------------------|----------------------------------------------|
| Broomball                | \$30.00                                      |
| Curling (2 hour minimum) | <del>\$50.00</del> \$20.00 per lane per hour |

#### Skate Services

|                         |        |
|-------------------------|--------|
| Hockey Skate Sharpening |        |
| 24 Hours                | \$5.50 |
| Immediate               | \$8.50 |
| Goalie Skate Sharpening |        |

|                                       |                                  |
|---------------------------------------|----------------------------------|
| 24 Hours                              | \$6.50                           |
| Immediate                             | \$9.50                           |
| Figure Skate Sharpening               |                                  |
| 24 Hours                              | \$7.50                           |
| Immediate                             | \$10.50                          |
| Custom Radius                         | \$20.00                          |
| Figure Skate Sealing                  | \$30.00                          |
| Rivets Replacements                   | \$2.00 (ea.)                     |
| Blade Holder Replacements             | varies with skate and blade type |
| Figure Skate Blade Mounting per blade | \$10.00                          |

#### Room Rental

|                     |               |
|---------------------|---------------|
| Multi-purpose Rooms | \$40/hr (ea.) |
|---------------------|---------------|

User Groups can use the Party Room for 24 hours at no cost, but rooms must be booked in advance.

#### Locker Rental Year/6Months

|                         |                    |
|-------------------------|--------------------|
| <u>Hockey Locker</u>    | <u>\$135/\$90</u>  |
| <u>Goalie Locker</u>    | <u>\$145/\$105</u> |
| <u>Auxiliary Locker</u> | <u>\$35/NA</u>     |

#### Gate Fees

The Park City Ice Arena will take 25% of any gate fees collected for an event **hosted by a for-profit group, but not a user-group or non-profit group.**

#### Vendor Fees

The Park City Ice Arena will charge a flat fee of \$50/day for any food, beverage or merchandise sold. Vendors are not permitted to sell products that are sold by the Park City Ice Arena.

#### Advertising Fees and Sponsorship

##### Fees

|                           |                                        |
|---------------------------|----------------------------------------|
| Dasher Board Ads          | \$800-\$1600 (depending on location)   |
| In Ice Ads \$25/sq. foot  | \$2,000                                |
| Speed Skating Pad Pockets | \$150                                  |
| Wall Banners              | \$2,500                                |
| Glass Decals              | \$400                                  |
| Program Sponsorship       | Varies by program                      |
| Information Screen        | \$150 (per month)                      |
| Scoreboard Screen         | \$150 (per month) / \$1,500 (per year) |

Note: All user groups will receive a free dasher board ad on the east side to promote their activity. They can sell the ad, acknowledge their sponsors or promote their program.

**9.2 Recreation Program Fees** The Park City Ice Arena offers a variety of organized programs and activities. Due to the fluctuations in the number of participants

and frequent changes in circumstances, program fees are established on a program-by-program basis by dividing the number of projected participants by the estimated program costs. Fees are then published in the Recreation Services annual brochure. In most cases, fees will be kept commensurate with fees charged by others providing like service.

**9.3 Fees for Non-Recreational Activities at the Ice Arena Facility** The fees charged for non-recreational or special event use will be competitive with the marketplace providing the fees cover a minimum of: a) the costs involved in the production of the event; and b) recovery of lost revenue.

The Park City Ice Arena is principally for recreation. Non-recreation activities usually will be charged up to fifty percent (50%) more than the minimum. No fee waivers for non-recreational or special event use will be permitted. However, the City Council may authorize the City to pay all or a portion of the fee in accordance with the master festival ordinance provisions.

**9.4 Fee Increases** Recommendations for fee increases may be made on an annual basis. The City will pursue frequent small increases as opposed to infrequent large ones. Staff will be required to provide an annual review and analysis of the financial posture of the Ice Arena Fund along with justification for any recommended increase. When establishing fees, the City will consider rates charged by other public and private providers as well as the ability of the users to pay.

The City Manager will have the authority to annually increase fees up to \$.50 or 10%, whichever is greater. Any requested increase over that amount will require Council action. Fee increases will take place only if they are necessary to achieve the City Council's objective and maintain program quality, and only with the authorization of the City Manager or the City Council.

**9.5 Discounting Fees** The Ice Arena Manager may discount fees when:

1. Offering special promotions designed to increase use.
2. Trying to fill non-prime time.
3. Introducing new programs or activities.
4. Playing conditions are below standard due to weather or facility disrepair.

**9.6. Fee Waivers.** The City intends that no resident under 18 years old or over age 65 be denied the use of any program, activity or facility for reasons of financial hardship. The Ice Arena Manager may, at his discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.

**9.7 Establishing User Fees:** Fees shall be set at a level which ensures field quality and meets the objectives of the City Council. Resident rates apply to residents of Park City School District. Visitor rates apply to requests outside of the Park City School District Boundaries. In order to receive the resident rate a minimum of 75% of the participants must be residents of the Park City School District.

|                   |                        |                      |                     |                      | FULL<br>COMPLEX RATES |                                 |
|-------------------|------------------------|----------------------|---------------------|----------------------|-----------------------|---------------------------------|
|                   | FULL<br>DAY<br>VISITOR | FULL DAY<br>RESIDENT | HR/FIELD<br>VISITOR | HR/FIELD<br>RESIDENT | VISITOR<br>TOTAL      | RESIDENT<br>TOTAL               |
| PCSC Stadium SB   | \$500                  | \$200                | \$100               | \$50                 |                       |                                 |
| PCSC Stadium      |                        |                      |                     |                      |                       |                                 |
| SOC               | \$500                  | \$200                | \$100               | \$50                 |                       |                                 |
| PCSC multipurpose | \$375                  | \$100                | \$75                | \$40                 | \$1,600               | \$1,000                         |
| PCSC Sportexe     | \$1,000                | \$500                | \$200               | \$100                |                       |                                 |
| PCHS BB           | \$375                  | \$100                | \$75                | \$40                 |                       |                                 |
| PCHS SB           | \$375                  | \$100                | \$75                | \$40                 |                       |                                 |
| PCHS LL           | \$375                  | \$100                | \$75                | \$40                 | \$800                 | \$575                           |
| North 40 North    | \$375                  | \$250                | \$75                | \$40                 |                       |                                 |
| North 40 South    | \$375                  | \$250                | \$75                | \$40                 |                       |                                 |
|                   |                        |                      |                     |                      | \$500                 | \$350                           |
| City Park         | \$375                  | \$250                | \$75                | \$40                 | <del>\$350</del> 375  | \$250                           |
| PCHS Dozier       | \$1,000                | \$500                |                     |                      |                       |                                 |
| TMIS              | \$375                  | \$100                | \$75                | \$40                 | \$675                 | \$450                           |
| Stakeholder Fee   |                        |                      |                     |                      |                       | \$200 per<br>team per<br>season |

**PCSC Sportexe off season: June-August**

Resident \$50/hour \$300/day

Visitor: \$100/hour \$600/day

\*these fees will not be applicable to full complex rates for summer rentals.

Additional Restroom Cleaning \$30 per clean

Additional Field Prep (Softball/Baseball) \$75 per field

Special Field Prep (Low grass Cut) \$1,000 per field

Field Set Up (Lacrosse, Soccer, Football) \$200 per field

Lights - PCSC & City Park \$20 per hr

**SECTION 10.**

**MISCELLANEOUS FEES.** The

following fees are set to insure cost recovery and use fees for additional City services associated with but not limited to Master Festival, Special Event or Small Scale Community Licenses and approved filming activity.

**10.1 Fee for in lieu of providing public parking** \$14,000 per stall

**10.2 Returned Check Charge:** \$25.0

**10.3 News Rack Application and Permit** \$50 per application  
\$75 per three-year permit

**10.4 Bleachers**

|                                                                                                  |            |
|--------------------------------------------------------------------------------------------------|------------|
| Bleacher Rental (per bleacher, per day)                                                          |            |
| Bleacher Delivery and Pick Up (per event, all bleachers)                                         | \$53.00    |
|                                                                                                  | \$93.25    |
| <b>10.5 Banner Installation</b>                                                                  |            |
| Street Banner Installation-entire Main                                                           | \$648.70   |
| Street Banner Installation-every other Main                                                      | \$486.55   |
| Street Banner Installation-every 3rd                                                             | \$324.35   |
| Street banner Installation- Roundabout                                                           | \$346.65   |
| Street Banner Installation- Kearns                                                               | \$1,431.00 |
| (Includes state permit, barricades and signage, required during install and takedown)            |            |
| <b>10.6 Parks Clean Up, Labor and Equipment</b>                                                  |            |
| Pressure Washing (per hour, incl operator)                                                       | \$47.70    |
| Pavilion Cleaning                                                                                | \$157.95   |
| Trash Removal (public property only - not provided for private property)                         | \$33.90    |
| Extra Trash Cans                                                                                 | \$6.75     |
| Trash Bags                                                                                       | \$2.10     |
| <b>10.7 Public Safety</b>                                                                        |            |
| Police Officer                                                                                   |            |
| (per employee, per hour- four hour minimum)                                                      | \$75.00    |
| <b>10.9 Parking Reservation Fees (Parking Department)</b>                                        |            |
| Application Fee                                                                                  | \$20.00    |
| Main Street, Heber Avenue, Park Avenue (Heber to 9th St)                                         | \$13.25    |
| Swede Alley Parking Space (per space, per day)                                                   | \$22.25    |
| <b>10.10 Barricades (cost per barricade)</b>                                                     |            |
| Crowd Control Barricades                                                                         | \$5.90     |
| Street Barricades                                                                                | \$1.40     |
| <b>10.11 Dumpsters</b>                                                                           |            |
| 8 Yard (delivery+ haul off fee)                                                                  | \$210.00   |
| 30 yard (delivery+ haul off fee)                                                                 | \$210.00   |
| Landfill fee for 30 yard dumpster (per ton)                                                      | \$23.00    |
| <b>10.12 Streets Equipment and Materials</b>                                                     |            |
| Equipment                                                                                        |            |
| (2 hour min. - billable rate is portal to portal, cost includes operator, fuel, and maintenance) |            |
| Large Loader (per hour, 1 staff)                                                                 | \$103.20   |
| Small Loader (per hour, 1 staff)                                                                 | \$71.95    |
| Street Mechanical Sweeper (per hour, 1 staff)                                                    | \$150.60   |

|                                                   |          |
|---------------------------------------------------|----------|
| Unimog with Snow Blower (per hour, 1 staff)       | \$180.20 |
| Unimog Snowplow (per hour, 1 staff)               | \$88.35  |
| Loader with Blower (per hour, 1 staff)            | \$218.65 |
| 1 Ton Truck with dump (per hour, 1 staff)         | \$54.15  |
| 2 Ton Truck with dump (per hour, 1 staff)         | \$86.55  |
| Bucket Truck (per hour, 2 staff)                  | \$117.65 |
| Skid Steer (Cat 262 - per hour, 1 staff)          | \$55.90  |
| Add Grinder                                       | \$7.60   |
| Add Snow Blower                                   | \$6.35   |
| Backhoe (per hour, 2 staff)                       | \$98.75  |
| Air Compressor (per hour, 1 staff)                | \$42.00  |
| Graffiti Truck (per hour, 1 staff)                | \$75.05  |
| Portable Electronic Sign/ message board (per day) | \$151.20 |

#### **10.13 Materials**

|                      |         |
|----------------------|---------|
| Salt (per ton)       | \$39.95 |
| Road base (per ton)  | \$13.50 |
| Sand (per ton)       | \$13.50 |
| Cold Patch (per ton) | \$90.70 |
| Hot Mix (per ton)    | \$66.95 |

#### **10.14 Personnel**

|                                                                            |         |
|----------------------------------------------------------------------------|---------|
| (Total compensation per employee, per hour, during regular business hours) |         |
| Parks Dept.(PCMC employee- Seasonal Parks III-non-benefited)               | \$23.30 |
| Streets Department (Streets III employee)                                  | \$30.25 |
| Special Events Department (staff)                                          | \$42.25 |
| Cleaning Labor-restrooms, buildings and other (contract labor)             | \$28.00 |

#### **10.15 Application Fee (Processing and Analysis)**

|                   |       |
|-------------------|-------|
| New Event         | \$160 |
| Reoccurring Event | \$80  |

#### **10.16 Public Parking Lot Use Rates for approved Master Festival Events:**

All lot fees are for approved Master Festival licensed events only. Regular parking rates apply at all other times

|                                       |                        |
|---------------------------------------|------------------------|
| Brew Pub Lot- Upper Lot               | \$240 per day          |
| Brew Pub Lot- Lower Lot               | \$105 per day          |
| North Marsac Lot                      | \$50 per day           |
| Swede Alley Surface Lot               | \$50 per day           |
| Swede Alley Wall Lot                  | \$50 per day           |
| Flag Pole Lot                         | \$50 per day           |
| Sandridge Lot- Upper/Lower            | \$ 50 per day/ per lot |
| Quinn's Sports Parking Lots 1, 2, 3   | \$ 50 per day/ per lot |
| Mawhinney Parking Lot                 | \$50 per day           |
| Library Parking Lot- Partial Use Only | \$50 per day           |

## 10.17 Trail Use Fees

Trail Use Fee and Deposit Schedule

| ACTIVITY                                                             | NUMBERS | LOCAL<br>NON-<br>PROFIT                        | OUT OF<br>AREA<br>NON-<br>PROFIT               | LOCAL<br>PROFIT                                | OUT OF<br>AREA<br>PROFIT                       |
|----------------------------------------------------------------------|---------|------------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|
| Mountain Biking                                                      | 30-350  | 1% x \$150<br>x number of<br>participants      | 2% x \$150<br>x number<br>of<br>participants   | 1.5% x<br>\$150 x<br>number of<br>participants | 3% x \$150<br>x number<br>of<br>participants   |
| Cross Country Skiing•                                                | 30-350  | .5% x \$150<br>x number of<br>participants     | 1% x \$150<br>x number<br>of<br>participants   | 1% x \$150<br>x number<br>of<br>participants   | 1.5% x<br>\$150 x<br>number of<br>participants |
| Triathlon•                                                           | 30-350  | 1.5% x<br>\$150 x<br>number of<br>participants | 2.5% x<br>\$150 x<br>number of<br>participants | 2% x \$150<br>x number<br>of<br>participants   | 3.5% x<br>\$150 x<br>number of<br>participants |
| Running/Walking/Snowshoe•                                            | 30-500  | .5% x \$150<br>x number<br>of<br>participants  | 1% x \$150<br>x number of<br>participants      | 1% x \$150<br>x number of<br>participants      | 1.5% x<br>\$150 x<br>number of<br>participants |
| Other (Events that may propose<br>significant impacts to the system) | TBD     | TBD                                            | TBD                                            | TBD                                            | TBD                                            |

If Council approves additional participation above a capped quota of participants, add \$2/participant in addition to fees provided below.

\*All winter events that propose to use the winter trails system may be subject to a grooming fees of \$30/hr. This fee may include pre-event preparation of the trails and post event maintenance of the trails.

Attachment B



Resolution No.

**RESOLUTION AMENDING THE FEE RESOLUTION; AND REPLACING AND REPEALING  
RESOLUTION 08-13 IN ITS ENTIRETY**

WHEREAS it is necessary to update the fee resolution to reflect the changing costs of performing services; and

WHEREAS, a public hearing was held on June 5, 2014, to receive public comments on the user fee increases,

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

**SECTION 1. FEE SCHEDULE AMENDMENTS.** The Park City Fee Schedule is hereby re-adopted with changes as outlined in Exhibit B

**SECTION 2. EFFECTIVE DATE.** This resolution shall take effect upon adoption.

PASSED AND ADOPTED this 5<sup>th</sup> day of June, 2014.

PARK CITY MUNICIPAL CORPORATION

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

Attest:

\_\_\_\_\_  
Marci Heil, City Recorder

Approve as to form:

\_\_\_\_\_  
Mark D. Harrington, City Attorney

**Attachment C**

**Ordinance No. XX-XX**

**ORDINANCE ESTABLISHING COMPENSATION FOR THE MAYOR, CITY COUNCIL,  
AND STATUTORY OFFICERS FOR FISCAL YEAR 2013 – 2014  
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 June 5, 2014;

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 2014-2015</u>           |
|----------------|-------------------------------|
| Mayor          | \$3,546.16 per month          |
| City Council   | \$1,824.46 per month          |
| City Manager   | \$99,567 - \$147,900 per year |
| City Attorney  | \$93,542 - \$138,950 per year |
| City Treasurer | \$78,585 - \$116,733 per year |
| City Engineer  | \$78,585 - \$116,733 per year |
| City Recorder  | \$37,253 - \$55,328 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 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, 2014.

PASSED AND ADOPTED this 5<sup>th</sup> day of June, 2014

PARK CITY MUNICIPAL CORPORATION

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Mayor Jack Thomas

Attest:

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Marci Heil, City Recorder

Approved as to form:

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Mark Harrington, City Attorney



# PARK CITY MUNICIPAL CORPORATION

## COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP)

**June 2014**

Re-adopted 6/5/2014

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- Appendix A. Park City Municipal Code - Emergency Management & Responsibilities
- Appendix B. State of Utah Code Annotated 1953 - Title 63 - Disaster Response & Recovery
- Appendix C. Hazard Identification and Vulnerability Analysis Worksheets and  
Emergency/Disaster Action Plans (HIVA/EAP) (Protected\*)
- Appendix D. Emergency Preparedness for City Facilities (Protected\*)
- Appendix E. Training, Implementation and Exercise Plan
- Appendix F. Incident Command Structure (ICS)
- Appendix G. Mutual Aid Agreements
- Appendix H. Resource List and Contracts
- Appendix I. Employee Contact List (Protected\*)
- Appendix J. Available FEMA Training Courses
- Appendix K. Emergency Operations Center (EOC) (Protected\*)
- Appendix L. Emergency Support Functions (ESF) (Protected\*)
- Appendix M. Community Preparedness Information and Plan
- Appendix N. Acronyms and Glossary
- Appendix O. Form and Log Templates
- Appendix P. Emergency Manager (EM) Notification Procedure
- Appendix Q. Standard Operating Procedures (SOP) in Support of ESF (Protected\*)

\* Some parts or all of these appendices are Private or Protected pursuant to UCA - 63-2-304 and UCA 62-2-106



**Resolution No. -14**

**A RESOLUTION ADOPTING THE PARK CITY COMPREHENSIVE  
EMERGENCY MANAGEMENT PLAN (CEMP)**

WHEREAS, the purpose of the CEMP is to develop a comprehensive emergency management program that will provide a system to mitigate the effects of an emergency or disaster, preserve life, respond during emergencies, provide necessary assistance, and establish a recovery system, in order to return the community to its normal state of affairs; and

WHEREAS, this plan attempts to define clearly the roles and responsibilities of each department and function within the City organization by providing guidance in accomplishing the objectives of this plan with lists of guidelines, plans, assessments and resources; and

WHEREAS, on February 28, 2003, the President issued Homeland Security Presidential Directive (HSPD) - 5 *Management of Domestic Incidents*, which directs the Secretary of Homeland Security to develop and administer a National Incident Management System (NIMS) and the directive also requires Federal Departments and agencies to make adoption of the NIMS by State, Tribal and local organizations a condition for Federal preparedness assistance beginning in Federal FY 2005; and

WHEREAS, certain State and Federal disaster reimbursements require local jurisdictions to adopt and train in a CEMP, NIMS and Incident Command Systems (ICS); and

WHEREAS, certain Federal grant programs now require an adopted CEMP; and

WHEREAS, the City Manager and the Emergency Management Group (EMG) have reviewed the updated Comprehensive Emergency Management Plan with all of its attachments as periodically amended by the EMG and recommends adoption by the City Council; and

WHEREAS, the City Council deems it in the best interest of Park City Municipal Corporation to formally adopt them;

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

**SECTION 1. ADOPTION.** The Comprehensive Emergency Management Plan, dated June, 2014 attached hereto, along with all appendices and compendiums as periodically amended by the City Manager, are hereby adopted, to replace any and all others previously adopted. Any amendments approved by the City Manager shall be effective for not more than one year unless ratified by the City Council.

**SECTION 2. EFFECTIVE DATE.** This Resolution shall take effect upon adoption.

PASSED AND ADOPTED this 5th day of June, 2014

PARK CITY MUNICIPAL CORPORATION

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Mayor Jack Thomas

Attest:

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Marci Heil, City Recorder

Approved as to form:

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Mark Harrington, City Attorney



**Resolution No. 23-07**

A RESOLUTION ADOPTING THE USE OF THE NATIONAL INCIDENT  
MANAGEMENT SYSTEM (NIMS)

WHEREAS, natural and man-made disasters may occur in any part of Park City, and;

WHEREAS, Utah State Code Title 63, State Affairs in General, Chapter 5a, Disaster Response and Recovery outlines authority, and;

WHEREAS, Park City is responsible to respond to emergency incidents as well as disasters with local responders, i.e. Law Enforcement, Fire, Emergency Medical Services, Public Services, and other such departments and divisions that might be required, and;

WHEREAS, City departments may be called to respond to and/or assist in response and/or recovery from the effects of emergency incidents and disasters, and;

WHEREAS, Park City is committed to achieving a system that will provide a consistent approach for local, state and federal governments to work effectively and efficiently together to prevent, prepare for, respond to and recover from domestic emergency and disaster incidents, regardless of cause, size or complexity, and;

WHEREAS, The Homeland Security Presidential Directive (HSPD-5) requires federal departments and local jurisdictions to adopt the National Incident Management Systems (NIMS), and;

WHEREAS, in times of disaster, local and state agencies work closely with federal agencies, and;

WHEREAS, NIMS provides a consistent nationwide template for all agencies to work together to prevent, prepare for, respond to and recover from all hazards, and;

WHEREAS, as a condition for federal preparedness assistance, beginning in federal Fiscal Year 2005, local organizations are mandated by HSPD-5 to adopt NIMS as the model for incident management in times of disaster;

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

**SECTION 1. ADOPTION.** Park City Municipal Corporation hereby adopts the National Incident Management System (NIMS) to be used by all City departments in response to all incidents and/or disasters within Park City.

**SECTION 2. EFFECTIVE DATE.** This resolution shall take effect upon adoption.

PASSED AND ADOPTED by the City Council this 9th day of August, 2007.

PARK CITY MUNICIPAL CORPORATION

*Dana Williams*

\_\_\_\_\_  
Mayor Dana Williams

Attest:

*Janet M. Scott*

\_\_\_\_\_  
Janet M. Scott, City Recorder

Approved as to form:

*Mark Harrington*

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



**Park City Municipal Corporation  
Comprehensive Emergency Management Plan  
Record of Changes**

**Pursuant to Resolution XX-14, the City Manager may approve amendments to the Comprehensive Emergency Management Plan (CEMP), which shall remain in effect for up to one year or until permanently ratified by the City Council.**

| <b>Nature of Changes</b> | <b>Date of Change</b> | <b>Pages Affected</b> | <b>City Manager's<br/>Signature</b> |
|--------------------------|-----------------------|-----------------------|-------------------------------------|
|--------------------------|-----------------------|-----------------------|-------------------------------------|

**PARK CITY MUNICIPAL CORPORATION**  
**COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP)**

**PURPOSE**

The purpose of the Park City Comprehensive Emergency Management Plan (CEMP) is to develop a comprehensive emergency management program that will provide a system to mitigate the effects of an emergency or disaster, preserve life, respond during emergencies, provide necessary assistance, and establish a recovery system in order to return the community to its normal state of affairs.

This plan attempts to define clearly the roles and responsibilities of each department and function within the City organization by providing guidance in accomplishing the objectives of this plan with lists of guidelines, plans, assessments and resources.

**CONCEPT & PRINCIPALS**

On February 28, 2003, the President issued Homeland Security Presidential Directive (HSPD) - 5 *Management of Domestic Incidents*, which directs the Secretary of Homeland Security to develop and administer a National Incident Management System (NIMS). This plan utilizes the tenants of NIMS, including the Incident Command System (ICS), as the basis for operations and to the level the various tenants apply to local government. In adopting this CEMP, Park City Municipal Corporation also adopts NIMS and ICS as required in HSPD-5.

It is the responsibility of Park City government to undertake comprehensive emergency management planning in order to protect life and property from the effect of an event prompted by natural or man-made occurrences. Local government has the primary responsibility of emergency management activities. When the emergency exceeds the local government's capabilities to respond, assistance will be requested from Summit County, and then the State of Utah. The Federal Government will provide assistance to the State when appropriate.

This plan is based upon the concept that the emergency functions for City departments, functions or groups will generally parallel their normal day-to-day functions. To the extent possible, the same personnel and material resources will be employed in both cases.

Day-to-day functions that do not contribute directly to the emergency response or operations may be suspended for the duration of the incident. The efforts that would normally be required for those functions will be redirected to accomplish the emergency response tasks.

A CEMP should be concerned with all types of emergency situations. It is more than an operational plan and it accounts for activities before, during and after the emergency operations. While the City has a plan as outlined herein, we realize that we may not have adequate resources to carry out all phases of the plan depending on the size and type of a specific emergency or disaster. The following are the four phases of a CEMP;

**Phases of Emergency Management**

1. Mitigation: Mitigation activities are those that eliminate or reduce the probability of an occurrence. Actions accomplished before an event to prevent it from

causing a disaster, or to reduce its effects if it does, save the most lives, prevent the most damage, and are the most cost effective. City departments will enforce all public safety mandates including land use management and building codes; and recommend to governing bodies legislation required to improve the emergency readiness of the City. These activities also include long-term efforts that lessen the undesirable effects of unavoidable hazards.

2. Preparedness: Preparedness activities develop the response capabilities needed if an emergency arises. Preparedness consists of almost any pre-disaster action that is assured to improve the safety or effectiveness of disaster response. Preparedness consists of those activities that have the potential to save lives, lessen property damage, and increase individual and community control over the subsequent disaster response. Emergency/Disaster Action Plans spell out the scope of activities required for community response. Departments/agencies shall ensure that employees are trained to implement emergency and disaster procedures and instructions. Departments/agencies shall validate their level of emergency readiness through internal drills and participation in exercises selected by the Emergency Program Manager (EPM). Other government jurisdictions within and outside the city boundaries shall also participate in these exercises. Exercise results shall be documented and used in a continuous planning effort to improve the city's emergency readiness posture. In addition to the ongoing training and education of City employees and elected officials in the CEMP, local citizens and businesses shall also be educated on their responsibilities in preparing for an emergency.
3. Response: Response is the actual provision of services during the incident or crisis. These activities help reduce casualties and damage and speeds recovery from the incident. The active use of resources to address the immediate and short-term effects of an emergency or disaster constitutes the response phase and is the focus of department/agency Emergency/Disaster Action Plans. They include emergency and short-term medical care, return of vital life-support systems to minimum operating conditions, mass communications, evacuations and initial damage assessment. When any department/agency within the city receives information about a potential emergency or disaster, it will conduct an initial assessment, determine the need to alert others, and set in motion appropriate actions to reduce risk and potential impacts. Emergency response activities will be described in department/agency Emergency/Disaster Action Plans and may involve activating the Emergency Operations Center (EOC) for coordination and support of the Incident Command System (ICS). Departments/agencies will strive to provide support to warning and emergency public information, save lives and property, supply basic human needs, maintain or restore essential services, and protect vital resources and the environment.
4. Recovery: Recovery is both a short-term and long-term process. They involve detailed damage assessments, complete restoration of vital life-support systems, financial assistance, and long-term medical care. There is no definite point at which response ends and recovery begins. However, generally speaking, most recovery efforts will occur after the emergency organization is deactivated and departments/agencies have returned to pre-disaster operation, and will be integrated with day-to-day functions. The recovery period is also an opportune time to institute mitigation measures, particularly those related to the recent

incident. Examples of recovery actions would be: provision of temporary housing and food, restoration of non-vital government services, and reconstruction of damaged areas.

#### **OBJECTIVES CONTAINED WITHIN THE CEMP**

1. Defines clearly what the roles and responsibilities are of key members of City staff, City departments or functions and elected officials, in order to mitigate, prepare for, respond to and recover from the effects of any major emergency or disaster.
2. Establishes and defines roles and responsibilities within NIMS and ICS, as required by law.
3. Ensures that essential City services are maintained during an emergency or disaster.
4. Outlines the cooperative efforts between the City, the County, other governmental subdivisions and the State in response to an emergency or disaster.
5. Provides the necessary Mitigation, Preparedness, Response, Recovery, Mutual Aid, Action Plans, Hazard Identification, Risk Assessment, Emergency Support Functions, Resource Lists, Contact Lists and documents in appendices and compendiums to accomplish the activities laid out in this CEMP.

#### **CHAPTER 1 – Authority**

##### **Emergency Authority**

A compendium of existing local and state legislation pertaining to emergency management and authority are shown in Appendix A and B.

##### **Mayor**

##### **Statutory Authority**

The Mayor, as outlined in City Code 2-2-3, shall be the chief executive of the City. He/she shall be recognized as the head of the City government for all ceremonial and legal purposes, and he/she shall execute and authenticate legal instruments requiring his/her signature as such official. Further, the Mayor has emergency powers as set out in UCA 53-2a-205. The Mayor heads the Emergency Policy Council.

##### **Proclamation of Local Emergency**

In the event of or threat of, as disaster, attack, internal disturbance, natural phenomenon, or technological hazard, the Mayor may proclaim a state of “Local Emergency” under UCA 53-2a-208.

## **Appointment of Special Police**

Under City Code 2-4-12C, 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.

### City Council

## **Emergency Ordinances**

Emergency ordinances, as outlined in City Code 2-3-7C, may be enacted by City Council for the preservation of public property, health, peace or safety. Further, the City Council may authorize expenditures for an emergency in excess of the budget as outlined in UCA 10-6-129.

## **Emergency Interim Successors**

The City Council and Mayor shall annually set out Emergency Interim Successors for Local Officers as set out in UCA 53-2a-807 (see also Continuity of Government Operations - Succession of Command).

### City Manager

## **Statutory Authority**

The City Manager is the Chief Administrative Officer of the City as defined in City Code 2-4-1 and will administer all affairs of the City as directed in City Code 2-4-3 A through M. In the absence of the Mayor, the City Manager may proclaim a state of "Local Emergency" as provided for in City Code and UCA 53-2a-203.

## **Administrative Authority**

The City Manager or his/her designee or successor, as Chief Administrative Officer shall administer all emergency or disaster operations as outlined in the CEMP, including but not limited to EOC Operations Commander, Unified Commander (UC), Area Commander (AC) and/or Incident Commander (IC).

### City Attorney

## **Statutory Authority**

The City Attorney shall be the legal representative of the City and he shall advise the Mayor and Council and City officials in matters relating to their official powers and duties and perform such other duties as the Mayor and Council may prescribe by ordinance, resolution or otherwise as outlined in City Code 2-4-10 .

### Chief of Police/Fire Marshal

## **Statutory Authority**

The Chief of Police shall direct the police department in the enforcement of all the laws of the City and all statutes of the State of Utah applicable to the City as outlined in City Code 2-4-12, 6-3-6 and 11-9-2, including evacuation orders. The Chief of Police shall also serve as the City's Fire Marshal.

#### Emergency Program Manager

##### **Administrative Authority**

The Emergency Program Manager (EPM), also sometimes known as the Emergency Manager (EM) is hereby appointed by the City Manager to act as the City's designated manager to be involved in all areas of emergency management for the City. His or her responsibilities include; the keeping of the CEMP with all of its appendices (which must be updated annually); establishing and maintaining the City's state and federal NIMS compliance in the FEMA database; Emergency Operations Center (EOC) manager; establishes, maintains and participates in the training of all City staff in emergency preparedness and response; helps set City building preparedness and response to building specific emergencies; identifies and analyzes potential hazards to the community and the City's response; liaison to the County Emergency Manager and Utah Region 2 of the Department of Public Safety/Division of Emergency Management; participates in individual incidents as a coordinator and review officer and in conjunction with the Community and Public Affairs Manager sets up citizen and business emergency preparedness programs. The EPM works with a policy and review body called the Emergency Management Group (EMG). The City Manager may reassign the responsibilities of EPM at any time with or without cause.

#### Community and Public Affairs Manager

##### **Administrative Authority**

The Community and Public Affairs Manager is hereby appointed by the City Manager to act as the City's designated Public Information Officer (PIO). The City Manager may reassign the responsibilities of the PIO at any time with or without cause.

#### Chief Building Official/Chief Fire Official

##### **Statutory Authority**

The Chief Building Official shall be responsible for the enforcement of the building codes, and all other such codes as adopted by the City and as outlined in City Code 6-1-2, 6-3-6, 11-2-2, 11-2-3 and 11-9-1. The Chief Building Official or his/her designee shall serve as the Deputy Fire Marshal.

## **CHAPTER 2 – Organization**

Departments within the City will have emergency functions in addition to their normal duties. Each department is responsible for developing and maintaining its own emergency management procedures with assistance from the Emergency Manager and in concert with the CEMP. Departments will prepare plans, forms, documents and procedures to carry out their missions as outlined in the CEMP. Specific responsibilities for some departments may be outlined within the plan and/or in the appendix sections.

#### Emergency Management Group (EMG)

An Emergency Management Group (EMG) has been established to assist in the preparation of the CEMP, make periodic reviews and amendments, provide assistance and direction to the Emergency Program Manager (EPM) and assist departments with their components and implementation of the CEMP. The EPM is Chair of this group and the Police Chief is the Vice-Chair.

The Emergency Management Group (EMG) members are:

1. City Manager – Operations Commander
2. Assistant City Manager
3. Emergency Program Manager (EPM) - Chair
4. Community and Public Affairs Manager (PIO)
5. Information Technology Director
6. Chief of Police – Vice Chair
7. City Attorney
8. Public Works Management Representative
9. Chief Building Official
10. City Engineer
11. Outside Agency and other members (as decided by the City Manager)

The Committee will ensure that emergency policies, activities, and resources, are coordinated among the City departments. On no less than an annual basis, the EPM will hold an EMG policy review meeting; make necessary CEMP amendments and a training session for the Committee members and the elected City officials.

As well, the EPM will facilitate on at least a bi-annual basis a City wide emergency response field training exercise or table top training exercise to evaluate this plan, its components and the individual department's emergency management procedures.

#### Departmental Emergency Management

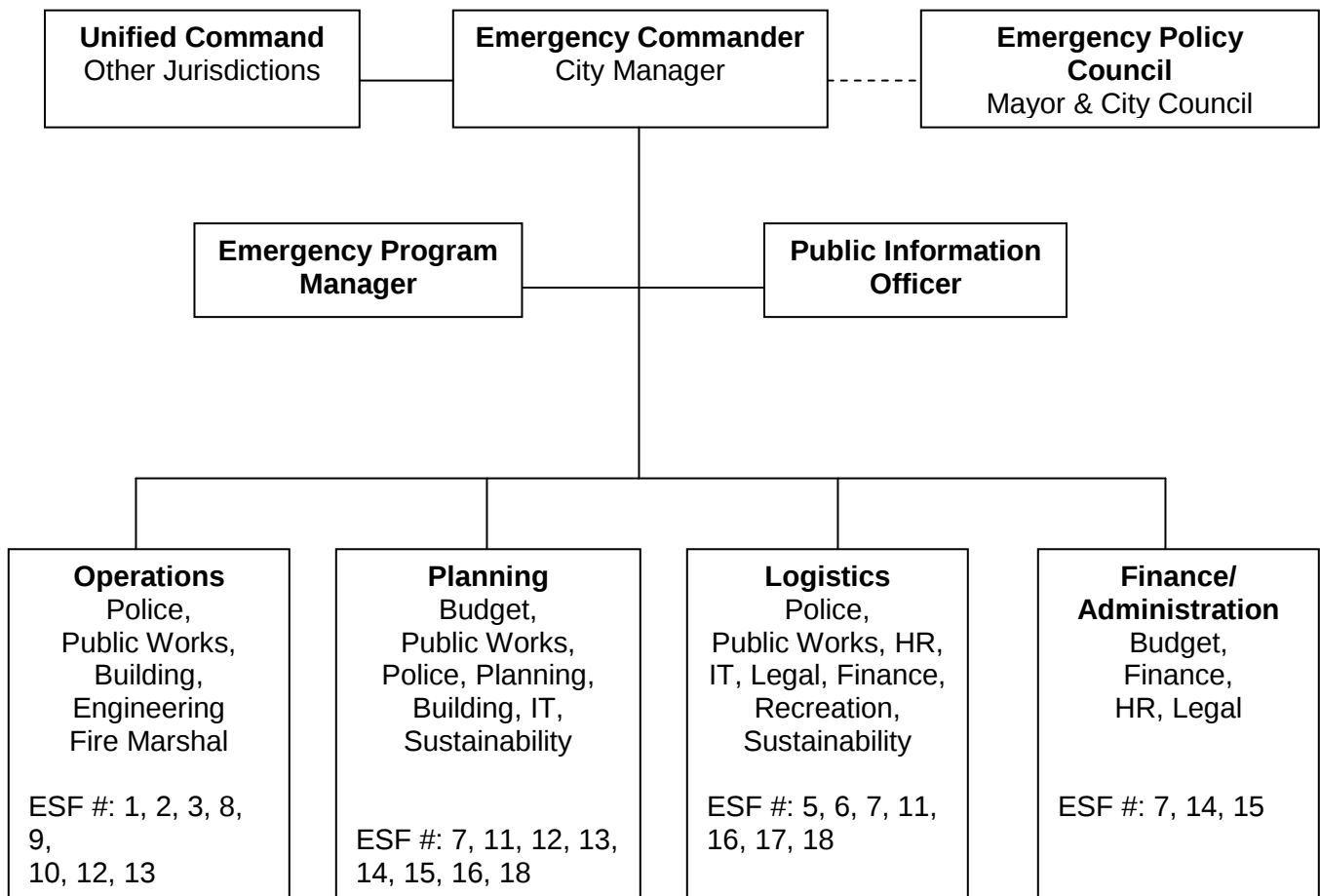
Under the direction of each City department manager or designee, each department will educate its employees on the CEMP and how it impacts their department, including individual and department roles and responsibilities, specific facility action plans and they will conduct regular training to meet the requirements of the CEMP. Further, training in the ICS will be conducted at all levels, including the need to complete tasks while under the supervision of an Incident Commander who may not be a regular supervisor. An outline of FEMA training required for various line and supervisory levels of City staff are outlined in Appendix E and F.

#### Direction and Control

The final responsibility for all emergency management belongs to the City Manager, a member of the Emergency Management Group (EMG) and Operations Commander. The EMG is responsible for all policy level recommendations and changes. The City Council shall adopt by resolution the CEMP and the federal NIMS, including all appendices and compendiums that encompass the total plan as periodically amended by the EMG. During response operations, elected official(s) will be available to, interact with constituents and forward community concerns, provide emergency policy direction, enact emergency legislation, provide for funding and provide designated public information in conjunction with the Public Information Officer (PIO) and/or other duties as agreed upon with the Operations Commander

The EPM has responsibility for coordinating the entire emergency plan and response program, and makes all routine decisions for this committee. During emergency operations, the EPM ensures that the policy and coordination of all groups are working in concerted, supportive effort to overcome the emergency.

#### CEMP Organizational Chart



#### Continuity of Government Operations

##### **Succession of Command**

1. The line of succession of the City Manager as the Operations Commander is to the Assistant City Manager, the Chief of Police and then to the Emergency Manager. In the event the Emergency Manager assumes the Operations Commander position, he/she will be replaced by a trained Acting Emergency Manager.

The line of succession of the City Manager for his/her position as City Manager, i.e. appointment of an Acting City Manager, is to the Assistant City Manager, the City Attorney and then the Chief of Police. An Acting City Manager may not hold

the position of Emergency Manager or Acting Emergency Manager at the same time.

2. The line of succession of each City department is according to the operating procedures established by each department and should be no less than three deep.
3. The line of succession of the Mayor is to the Mayor Pro Tempore, to the Alternate Mayor Pro Tempore and then to the most senior member of the City Council.
4. The line of succession of the City Council shall be governed by Park City Municipal Code 2-2-9. In the event a majority of Council members are unavailable or unable to fill vacancies by appointment, then emergency interim succession is pursuant to UCA 53-2a-807.

### **Preservation of Records**

1. In order to develop after-action reports, all messages and logs will be maintained and submitted to the EPM immediately after deactivating emergency operations.
2. Documentation of emergency response actions is required for the following:
  - a. Accounting/reimbursement
  - b. Response action improvement
  - c. Possible legal action

## **Administrative Items**

### **Emergency Authority**

1. A compendium of existing state legislation pertaining to emergency management are shown in Appendix A and B.

### **Mutual Aid/Automatic Aid**

1. Should local government resources prove to be inadequate during an emergency operation, requests will be made for assistance from other local jurisdictions and higher levels of government according to existing or emergency negotiated mutual aid/automatic aid agreements and memorandums of understanding entered into by duly authorized officials and will be formalized in writing whenever possible. See Appendix G.

### **Consumer Protection**

1. Consumer complaints pertaining to alleged unfair or illegal business practices will be referred to the State Attorney General's Consumer Protection Division.

## **Accounting for Resources, Costs and Losses**

In an emergency, proper accounting of costs and losses is required for insurance or federal disaster assistance reimbursements. Care should be taken to include all direct and indirect costs. Park City will use accounting methods in accordance with federal guidelines. The required documentation will be forwarded to appropriate state and federal agencies.

#### Incident Command System (ICS)

The Incident Command System is one of the key organizational systems of the National Incident Command System (NIMS). The ICS provides overall management at the incident site. The Incident Commander develops a management structure based on the needs of the incident. All appropriate elected officials, department heads, managers, supervisors and line personnel shall be trained in the ICS. See Appendix E and F.

#### Plan Development and Maintenance

If a plan is to be effective, its contents must be known and understood by those who are responsible for its implementation. The Emergency Program Manager (EPM) and members of the Emergency Management Group (EMG) will brief appropriate public/private sector officials in emergency management operations of this plan in particular.

The plan shall be updated at least once every year. Training for all employees and elected officials shall be ongoing.

### **CHAPTER 3 – Procedures and Operations**

#### Emergency Levels

During the emergency operation, a timely and well-documented system of assessing the damage that is caused or expected is crucial for determining appropriate response actions, alleviating victim suffering and hardship, managing resources effectively, and planning future hazard mitigation activities.

When carrying out the Comprehensive Emergency Management Plan, the transition from normal operations to emergency operation must be orderly. To achieve unified response operations, it is important that all departments have a common definition and status of emergencies. These defined levels of an emergency provide a transition from normal operating posture to full alert and provide for coordination with other agencies. When responding to emergencies, the following apply:

##### **Level III: NO OUTSIDE ASSISTANCE NECESSARY**

An emergency that poses a threat to life, property, or the environment and where ample resources exist. The responding department(s) handles the incident with on-duty resources and notifies the City Manager or his/her designee via department notification protocols.

##### **Level II: ENHANCED RESPONSE REQUIRED**

An emergency of a greater hazard, which poses a threat to life, property, or the environment, and requires coordination between more than one City department. Park City personnel handle the emergency with City resources, mutual aid, and resource sharing. Once a

Level II emergency is in effect, any request for assistance or resources from the on scene Incident Commander will take precedence over other daily activities. Incident Commanders responding to Level II emergencies will notify the City Manager or his designee via department notification protocols. If needed, request for EOC activation may be made by responding Incident Commander(s), involved department chiefs or department heads, the City Manager, or the Emergency Program Manager.

#### Level I: MAJOR INCIDENT

An emergency involving a catastrophic incident. The incident may result from a natural or man-made disaster such as earthquake, flood, fire, terrorism, etc. The incident may result in an immediate threat to persons, property, or the environment and requires the resources of the entire City, including government, private, and outside assistance. The Mayor or designee may issue a formal declaration of emergency.

During response operations, responders maintain the principle of centralized control and decentralized execution. All response actions are in harmony and orchestrated by legal authority from the Emergency Operations Center.

As City departments, agencies, and non-governmental organizations progress from normal operations to an emergency posture, they go through the response conditions outlined below in accordance with the emergency level. For example, a Level II emergency would require Response Condition II.

#### Response Conditions

##### Response Condition - III: NO OUTSIDE ASSISTANCE NECESSARY

1. Monitor the situation regularly.
2. Review applicable plans and Standard Operating Procedures.
3. Review the status of all equipment and supplies.
4. Notify the City Manager and key personnel.

##### Response Condition II: ENHANCED RESPONSE REQUIRED

1. The Emergency Operations Center may be activated as needed with partial staffing.
2. Notify City Manager and key personnel.
3. Accelerate repair or procurement of equipment and supplies on an emergency basis 24 hours a day, if necessary. Emergency procedures for procurement of supplies and equipment may be implemented.
4. Place personnel on standby status as needed.

##### Response Condition I: MAJOR INCIDENT

1. Place Emergency Operations Center on full staffing.
2. Bring equipment and supplies to full operational status.
3. Recall personnel as necessary.
4. Freeze supplies and resources and commit them to the emergency as needed.
5. Notify the County and the State

The above procedures will not constrain or limit the emergency actions of any department or agency involved in a response.

### Declaration of Emergency

Park City is the primary responder to a disaster in the City. As such, it rapidly mobilizes forces, assesses the situation, and plans a course of action. Once the situation exceeds Park City's capability to respond, officials will first seek supplemental resources from Summit County, then the State of Utah, and finally the Federal government.

A local "emergency" may be declared by proclamation of the Mayor. In the absence of the Mayor, the interim successor or City Manager may declare an emergency. Nothing in this section is intended to preclude the declaration of an emergency and the exercise of emergency powers as long as those actions are consistent with the requirements of declaring an emergency outlined herein.

The proclamation declaring the emergency will be filed with the City Recorder and will state four things:

- the nature of the emergency.
- the areas threatened.
- the various conditions which cause the emergency to be declared.
- the initial period of the emergency.

The declaration is kept on file with other supporting documentation to justify the disbursement of disaster assistance funds if available. See Appendix O for templates.

### Emergency Operations Center (EOC)

The EOC serves as a centralized management center for emergency operations. Here, decisions are made by the EOC managers based upon information provided by the IC and other personnel. Regardless of size or process, every facility should designate an area where decision makers can gather during an emergency.

Each facility must determine its requirements for an EOC based upon the functions to be performed and the number of people involved. Ideally, the EOC is a dedicated area equipped with communications equipment, reference materials, activity logs and all the tools necessary to respond quickly and appropriately to an emergency.

EOC Resources:

- Communications equipment
- A copy of the emergency management plan and EOC procedures
- Blueprints, maps, status boards
- A list of EOC personnel and descriptions of their duties
- Technical information and data for advising responders
- Building security system information
- Information and data management capabilities
- Telephone directories
- Backup power, communications and lighting
- Emergency supplies

An Emergency Operations Center (EOC) has been established within the Police Facility Building, 2060 Park Avenue. Those participating in the EOC will be located in secure meeting space adjacent to Police Records/Reception (the Lloyd D. Evans, Sr. Meeting Room). The Emergency Policy Council (EPC) will be located in the secure Police Facility Administrative Conference Room. The general operations of the EOC functions will be conducted within the confines of the space available at the time of activation of the EOC.

1. Secondary Emergency Operations Center. Should the primary EOC location, become unavailable due to structure failure, road inaccessibility, etc., the EOC functions will be moved to the Marsac Building and shall function at that location until such time as the primary EOC becomes operational or an alternate site is identified that can facilitate the EOC operations to a higher degree.

2. Alternative Emergency Operation Center. At the point that any Park City Municipal Corporation facilities available to be used as an EOC site become unavailable or unusable, the EOC function will be moved to the Summit County Emergency Operations Center at the Summit County Search and Rescue Building in Kamas or the Summit County Mobile Command Post (SCMCP).

3. Authority to Activate EOC. Activation of the Emergency Operations Center (EOC) is solely the responsibility of the City Manager, designee, or successor. The City Manager may consult with the Emergency Program Manager, Chief of Police, PIO, Public Works Management and the Mayor in making the determination to activate the EOC; however, the final decision rests with the City Manager. In the absence of the City Manager or an immediate successor, in order to expedite the City's emergency response, the Emergency Program Manager may activate the EOC.

4. EOC Command Structure. While the Emergency Operations Center (EOC) is functional, the City Manager will act as the EOC Commander, unless he/she relinquishes that responsibility to a designee. The City Manager will interact with the appropriate manager or managers when addressing the incident response, operations, assessment and recovery phases. Each City Department or function involved in any phase of an incident will have a management representative located within the EOC operations area, or in a location directed by the City Manager. The EPM or designee shall manage the EOC. See Appendix K.

## **CHAPTER 4 – Incident Response and Management**

### **Emergency Support Functions (ESF) Concept**

In order to facilitate the delivery of emergency services during a disaster, Park City has adopted the Emergency Support Function (ESF) concept found in the National Response Framework (NRF). The Emergency Support Function concept is based on the idea of designating specific emergency response tasks to the City departments and outside organizations best suited to complete the designated task. Each function has an assigned department or organization responsible for that function with other departments and organizations playing supporting roles.

### **ESF Overview**

The tasks that may need to be performed in emergency situations have been categorized as Emergency Support Functions (ESFs) under the National Incident Management System (NIMS)

and Park City's CEMP has chosen to follow that categorization. The tasks have been grouped into 18 Emergency Support Functions. Each ESF is supported by Standard Operating Procedures (SOP) for that ESF. See ESF and SOP details in Appendix L and Q.

**ESF 1 TRANSPORTATION**

**Public Works/Transit /Fleet**

Coordinate the use of transportation resources required to perform the emergency response, recovery and assistance mission.

**ESF 2 COMMUNICATIONS**

**Police/Information Technology**

Coordinate and provide communication support, and, where necessary, establish temporary telecommunications support.

**ESF 3 PUBLIC WORKS**

**Public Works/Streets/Building/Engineering**

Assist in lifesaving or life-protection activity following a disaster. This may include technical advice and evaluation, engineering services, construction management and inspection, emergency contracting, and emergency repairs.

**ESF 4 FIRE FIGHTING**

**Park City Fire District (PCFD)**

Manage and coordinate firefighting and emergency medical activity.

**ESF 5 INFORMATION MANAGEMENT**

**Sustainability**

Collect, process, and organize information about a potential or actual disaster or emergency. Disseminate accurate information to the public.

**ESF 6 MASS CARE**

**Red Cross/FEMA/Recreation**

Coordinate activities involved with emergency shelter, mass feeding, bulk distribution of relief supplies for victims of disaster, and disaster welfare information.

**ESF 7 RESOURCE SUPPORT**

**Sustainability/Emergency Mgr**

Provide logistical and resource support. This includes provision of emergency relief supplies, space, office equipment, office supplies, telecommunications, contracting services, transportation services, and personnel.

**ESF 8 HEALTH & MEDICAL SERVICES**

**Summit County Health/PCFD**

Provide assistance in identifying and meeting the health and medical needs of disaster victims and emergency responders.

**ESF 9 URBAN SEARCH & RESCUE**

**Park City Fire District (PCFD)**

Provide support in locating, extricating and treating victims if buildings are damaged or collapse.

**ESF 10 HAZARDOUS MATERIALS**

**PCFD/Summit County Health**

Provide support in response to actual or potential discharge and/or release of hazardous materials.

**ESF 11 FOOD & WATER**

**Recreation Departments**

Identify food and water needs. Identify sources of water; arrange for manpower and transportation to the disaster area and distribute as needed to responders and mass shelters.

**ESF 12 UTILITIES**

**Public Works/Water/Utility Companies**

Assist in coordinating efforts to provide emergency power and fuel to support response operations as well as providing power and fuel to restore normal community functions.

**ESF 13 LAW ENFORCEMENT**

**Police**

Provide sufficient resources to maintain civil order under emergency conditions.

**ESF 14 LEGAL**

**City Attorney/Legal**

Review local legal authorities and state statutes relating to emergency activities and advise City decision makers.

**ESF 15 FINANCE MANAGEMENT**

**Finance/Budget**

Create a central management committee to oversee the emergency purchasing and reimbursement process. Maintain a disaster documentation system.

**ESF 16 FACILITIES**

**Building/Engineering/Building Maint/Planning**

Coordinate the inspection and use of City owned/operated facilities to support disaster response and recovery operations.

**ESF 17 VOLUNTEERS & DONATIONS**

**Human Resources**

Coordinate the use of volunteers and donated goods in support of disaster recovery operations.

**ESF 18 ANIMALS**

**Summit County Animal Services**

Provide for emergency evacuation, medical care, shelter food and water for domestic animals.

Departmental Roles and Responsibilities

General Responsibilities

1. General Preparedness Responsibilities

The following common responsibilities are assigned to each department listed in this plan. Further, each department shall create an internal emergency management organization and develop standard operating procedures (SOP) in accordance with the provisions of this plan. Preparation activities include:

- Establishing departmental and individual responsibilities (as indicated in this plan); identify emergency tasks.
- Working with other departments to enhance cooperation and coordination, and eliminate redundancy. Departments having shared responsibilities should work to complement each other.
- Establishing education and training programs so that each division and employee will know exactly where, when and how to respond.
- Developing site specific plans for department facilities as necessary.
- Ensuring that employee job descriptions reflect their emergency duties.
- Training staff and volunteer augmentees to perform emergency duties, tasks.
- Identifying, categorizing and inventorying all available departmental resources, including but not limited to fixed assets, personnel and contracts.
- Developing procedures for mobilizing and employing additional resources.
- Ensuring communication capabilities.
- Preparing to provide internal logistical support to department operations during the initial emergency response phase.
- Prepare Standard Operating Procedures (SOP) in support of ESF responsibilities.

2. General Response Responsibilities

The following common responsibilities are assigned to each department listed in this plan.

- Upon receipt of an alert or warning, initiate notification actions to alert employees and volunteer augmentees assigned response duties.
- As appropriate:
  - Suspend or curtail normal business activities
  - Recall essential off-duty employees
  - Send non-essential employees home
  - Evacuate departmental facilities
- As requested, augment the City's effort to warn the public through use of vehicles equipped with public address systems, sirens, radio, employees going from door to door, etc.
- Keep the Operations Commander informed of field activities, and maintain a communications link to the Incident Commander and/or EOC.

- Activate a control center to support and facilitate department response activities, maintain events log, and report information within the ICS or EOC.
- Report damages and status of critical facilities within the ICS or EOC.
- If appropriate or requested, send a representative to the EOC.
- Ensure staff members tasked to work with the EOC have the authority to commit resources and set policies.
- Coordinate with the EOC to establish protocols for interfacing with county, state, federal responders.
- Utilize only the Public Information Officer to release any information to the media.
- Submit reports to the EPM detailing departmental emergency expenditures and obligations.

### Individual Responsibilities

#### 1. Chief Administrative Officer/City Manager (Executive)

- a. Provides overall administration, direction and control of the emergency, damage assessment and response operation within Park City
- b. Is a member of the Emergency Management Group (EMG)
- c. Commands the EOC
- d. Coordinates with the Mayor and Emergency Policy Council
- e. Provide risk management reporting and city insurance program
- f. Provide supplies, equipment, and personnel as requested

#### 2. Emergency Program Manager (Executive)

- a. Assists the City Manager with the planning, management and control of emergency operations
- b. Makes the Emergency Operations Center available to Park City officials for conducting overall direction/coordination of response and recovery operations. Manages and coordinates the EOC and interdepartmental operations
- c. Maintains supplies and equipment for the Emergency Operations Center.
- d. Coordinates department provision of supplies, equipment, and personnel as requested
- e. Works with the PIO and volunteer agencies to inform citizens of the actions they should take for their protection
- f. Coordinates with other departments to ensure that special needs populations receive information regarding actions taken for them to protect their life and property
- g. Conducts after-action meetings and prepares after-action reports in conjunction with the Operations Commander and/or Incident Commander(s)
- h. Additional responsibilities prior to an emergency include:
  - 1) Updating the Comprehensive Emergency Management Plan, and providing updated copies of the CEMP
  - 2) Coordinating emergency management exercises involving the City and community
  - 3) Participate in community preparedness training in conjunction with the PIO
  - 4) Coordinates the Special Needs Registry and assists in Special Needs community planning

#### 3. Mayor and City Council

- a. Monitors situations within their constituencies and coordinates information with City Manager or designee

- b. Mayor submits formal local Declarations of Emergency
- c. Meets formally as a City Council as necessary.
- d. Mayor or designee acts as official City spokesperson in concert with the PIO, as needed
- e. Provides emergency policy direction
- f. Issue emergency rules and proclamations that have the force of law during proclaimed emergency period
- g. Appropriate funds to meet disaster expenditure needs
- h. Extend or terminate Declarations of Emergency

#### 4. Finance

- a. Perform functions in the EOC or on-scene as assigned
- b. Assist IC and/or EOC initial situation/damage reports as per field units observations and reports from the general public
- c. Provide supplies, equipment, and personnel as requested
- d. Provide appraisers to assist with damage assessments
- e. Process emergency purchases/procurement
- f. Establish and maintain a system whereby incident costs are identified and accumulated for county, state and federal reimbursement
- g. Ensure payroll system setup to pay employees and contractors
- h. Coordinate financial resources
- i. Maintains records of expenditures and use of resources.
- j. Under the direction of the City Manager, helps with the resolution of claims and accounting for resources expended during the emergency.

#### 5. City Attorney

- a. Provides legal advice to staff and Council
- b. Becomes familiar with laws governing emergency powers and provides advice on all related issues
- c. Reviews and approves as to form all emergency documents signed by the Mayor or designee
- d. Perform functions in the EOC as needed or assigned
- e. Act as a liaison between the Emergency Policy council and the Operations

#### Commander

#### 6. City Recorder (Executive)

- a. Provides safekeeping of vital records during the emergency
- b. Co-signs all emergency documents signed by the Mayor or designee
- c. Assists in logging and documenting all actions during the emergency
- d. Provides administrative support to Operations Commander

#### 7. Police

- a. Perform functions in the EOC or on-scene as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit observations and reports from the general public
- c. Provide supplies, equipment, and personnel as requested
- d. Augment warning system by providing siren-equipped and/or public address mobile units, and/or manpower for door-to-door warning
- e. Coordinate to lost persons, search and rescue, and coordination of heavy rescue operations in conjunction with PCFD and SCSD as needed
- f. Maintain law and order and provide public safety activities as required

- g. Provide security for key facilities
- h. Protect property in evacuated area
- i. Enforce orders of fire officers and implement/enforce evacuation orders, when necessary
- j. Provide law enforcement and traffic control in support of emergency actions
- k. Organizes auxiliary law enforcement personnel and commits available resources to maintain peace
- l. Coordinate City radio communication capabilities

#### 8. Budget and Grants

- a. Perform functions in the EOC or on-scene as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit's observations and reports from the general public
- c. Provide supplies, equipment, and personnel as requested
- d. Provides planning, logistic and financial support to operations

#### 9. Sustainability/Community and Public Affairs

- a. Perform functions in the EOC or on-scene as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit's observations and reports from the general public
- c. Provide logistical and resource support as requested, which may include, the provision of emergency relief supplies, space, office equipment, office supplies, telecommunications, contracting services, transportation services, and personnel
- d. Serves as the Public Information Officer (PIO)
- e. Under the direction of the City Manager, collects, organizes, prepares and distributes public information materials about a potential or actual disaster or emergency.
- f. Participates with the EPM in disseminating and training in citizen and business preparedness plans
- g. In conjunction with the Mayor acts as the designated contact for the news media and public
- h. Ensures that special needs populations receive information regarding actions taken for them to protect their life and property

#### 10. Public Works

- a. Perform functions in the EOC or on-scene as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit observations and reports from the general public
- c. Provide supplies, equipment, and personnel as requested
- d. Assist with initial infrastructure damage assessment of horizontal construction, i.e., roads, bridges, storm sewers, etc.
- e. Provide heavy equipment to support rescue operations
- f. Provide technical information on damaged structures
- g. Provide traffic control signs and barricades
- h. Assist with the identification of evacuation routes and keep evacuation routes clear of stalled vehicles
- i. Coordinate the disposal of solid waste from congregate care facilities (shelter/mass feeding)
- j. Coordinate emergency utility support requirements with public and private utilities
- k. Operate fleet repair facility
- l. Provide for availability of motor fuels, vehicles and fuel driven equipment

- m. Provide for storage of equipment and vehicles in a safe place
- n. Provide comprehensive list of City vehicles and equipment to IC or EOC
- o. Provides for the removal of debris and maintenance of roadways
- p. Obtains additional equipment and transportation resources
- q. Establishes contracts for outside services in compliance with FEMA schedules
- r. Coordinate transportation requirements for special needs agencies/individuals
- s. Provide buses for evacuations and temporary shelters
- t. Provide additional bus transportation resources
- u. Coordinate mobilization of emergency transportation services
- v. Use transportation communication links to provide damage assessment information
- w. Insures that transportation assets meet the demands of emergency response personnel
- x. Maintains a resource list of all Park City fleet equipment and provides the EOC with updates of disaster damage to fleet
- y. Maintains fuel resources, controls and rations fuel as needed

#### 11. Information Technology

- a. Perform functions in the EOC or on-scene as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit observations and reports from the general public
- c. Provide supplies, equipment, and personnel as requested
- d. Maintain all communication and data systems
- e. Protect archives and necessary documents
- f. Provide supplies, equipment, and personnel as requested

#### 12. Building/Fire Marshal/Engineering

- a. Perform functions in the EOC or on-scene as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit observations and reports from the general public
- c. Provide supplies, equipment, and personnel as requested
- e. Direct building inspectors and/or rapid assessment teams to assist with damage assessment and safety of City facilities
- f. Provide Fire Marshal services

#### 13. Planning

- a. Perform functions in the EOC or on-scene as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit observations and reports from the general public
- c. Provide supplies, equipment, and personnel as requested
- d. Assist in initial planning and ongoing planning during an emergency
- e. Organize staff to support damage assessment teams and participate in City wide damage assessment and recovery
- e. Provide documents and maps to assist in response and recovery
- f. Support building and engineering in their emergency functions.

#### 14. Human Resources

- a. Perform functions in the EOC or on-scene as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit observations and reports from the general public
- c. Provide supplies, equipment, and personnel as requested
- d. Establish an employee call back system

- e. Establish a system to check on employee's families and communicate that information
- f. Assist with employee needs at work and with their families
- g. Track man power requests and needs and assist with obtaining outside staffing
- h. Coordinate volunteers and donations with the assistance of Recreation

15. Recreation [for the purpose of this document, "Recreation" refers to the Ice, Golf, Library and PC MARC departments working jointly]

- a. Perform functions in the EOC or on-scene as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit observations and reports from the general public
- c. Provide supplies, equipment, and personnel as requested
- d. Assist with the assessment of human needs during and after a disaster
- e. Obtain and supply food and water to city and emergency staff
- f. Coordinate with the Red Cross, and other agencies as necessary to provide emergency programs for basic human needs to include reception centers, shelters, mass feeding at City designated shelters
- g. Provide assistance in the registration of people at congregate care facilities (shelter/mass feeding)
- h. Work in close concert with Red Cross and others in activation and operation of short term, and longer-term shelters/disaster centers
- i. Assist Human Resources in managing and coordinating volunteers and donations
- j. Provide facilities for emergency shelter, food, and water distribution points, child care facilities as needed
- k. Provide receiving and distribution sites
- l. Assist with the delivery of goods

## **CHAPTER 5 – Damage Assessment and Recovery**

### Damage Assessment and Analysis Information

- 1. Accurate damage assessment information must be obtained by Park City at the earliest possible time in order to:
  - a. Evaluate the impact on the population and socioeconomic system of Park City and its ability to respond and recover.
  - b. Assist the Governor with determining local and state level of contribution to the recovery effort.
  - c. Allow the State Coordination Officer and the Federal Emergency Management Agency Regional Director to determine the kinds and quantities of disaster assistance to be provided by the state and federal government, if appropriate.
  - d. Document the need for supplementary federal assistance under a Presidential 'Emergency' or 'Major Disaster' Declaration.
  - e. Notify insurers of damaged/destroyed property.

### Damage Assessment and Reporting

1. Initial Damage Assessment. The nature and magnitude of a disaster will determine how quickly a complete Initial Damage Assessment can be conducted. Widespread debris, washed out bridges, inundated roads, and unsafe buildings are a few of the problems that can delay the assessment. Immediately after the occurrence of a disaster, it is important to get a preliminary assessment of the extent and magnitude of the damage. The Planning Department

will assist in this function.

2. **Damage Assessment Forms.** During the response and recovery phases of a disaster, it is vital that the State Coordinating Officer and the Governor have accurate damage, cost and socioeconomic impact information available in summary form. This will determine how best to supplement the action taken by Park City and whether federal assistance is required. See Appendix O.

3. **City Manager.** It is the responsibility of the City Manager or his/her designee to coordinate with City and County elected officials to determine a systematic, unified course of action. The following items should be covered:

- Outline the extent (geographic area) and magnitude (severity) of the damage.
- Assess the socioeconomic impact on the City.
- Discuss the need for requesting outside assistance, the nature of such assistance and implications of accepting aid.
- Specify the geographic areas and damage categories, which need to be examined in greater detail.

4. **Department Managers.** It is the responsibility of department directors to oversee the gathering of damage assessment information in accordance with the assigned departmental duties. To assure accurate and efficient collection of data, department heads must take the following actions:

- Designate assessment teams of two or three people with specific areas of expertise.
- Assign the team to a specific geographic area or category of damage.
- Brief team members to ensure uniformity and understanding of damage categories, community impact, costs, reporting, procedures, etc.
- Identify damage sites by map location and street address. Roads and bridges should be listed by pre-assigned Utah State Department of Transportation numbers. Maps and photo identifications of damage sites will aid in conducting future surveys and on-site assessments.
- Provide each team with supplies to effectively perform the assessments (maps, cameras, list of property owners and locations). Have teams take photographs of damage sites and attach brief descriptions detailing vital information and describing the damage.
- Establish a deadline for gathering information so it can be summarized and presented to the governing body.
- Gather and maintain supporting documentation (invoices, contracts, expenditure records) for costs incurred in emergency response and mitigation work. Copies of emergency expenditure records should be maintained and attached to each damage site file.

### Incident Reporting

1. **Description and Purpose.** Situation Reports should be made to continually update disaster status information. The information provided in the initial and subsequent Situation Reports should outline a sequential record of actions taken from the point of first response through restoration activities. The degree of detail will vary with the type and severity of the events.

2. Content and Format. Situation Reports contain specific data and answer the following basic questions:

- a. Location and nature of damage.
- b. Description of the categories and degree of damage.
- c. Socioeconomic impact on the community.
- d. Response actions being taken by local government.
- e. Form of supplemental state and federal assistance requested.
- f. Public assistance and individual assistance for the community.

### Reports and Record Keeping

1. A number of prescribed documents, reports and records must be executed and maintained during disaster operations. These ensure prompt and coordinated state and federal disaster response and maximize financial assistance.

2. Once an emergency is declared an '**Emergency**' or '**Major Disaster**' by the President of the United States, the federal disaster assistance programs may be made available to the state and its designated political subdivision. The Federal Emergency Management Agency is responsible for coordinating and administering all federal disaster relief programs through the Region VIII office. Subsequent to a presidential declaration, the Federal Coordinating Officer will establish a field office in the disaster area to administer disaster relief programs according to Public Law 93-288, the Robert T. Stafford Disaster Relief and Emergency Assistance, and the Code of Federal Regulations, Title 44, Part 206.

3. An accurate record system maintained separately from normal day-to-day operations should be established immediately at the onset of the emergency. All recipients of state and federal monies must maintain adequate disbursement and accounting records of costs incurred for approved disaster work.

4. One of the main responsibilities of Park City officials involved in disaster operations will be the preparation and maintenance of all required documents, reports and records. The Governor's Authorized Representative is responsible for the execution of all necessary documents on behalf of the State of Utah for state and federal disaster assistance including certifying any applications for public assistance. In addition, the Governor's Authorized Representative will provide guidance and assistance to Park City officials involved in the preparation and maintenance of their required reports and records.

5. All contracts must follow the **Procurement Guidance as found in Title 44 of the Code of Federal Regulations Part 13.36.**

**END**

**Park City Municipal Corporation  
Comprehensive Emergency Management Plan  
Record of Changes**

**Pursuant to Resolution XX-13, the City Manager may approve amendments to the Comprehensive Emergency Management Plan (CEMP), which shall remain in effect for up to one year or until permanently ratified by the City Council.**

| <b>Nature of Changes</b> | <b>Date of Change</b> | <b>Pages Affected</b> | <b>City Manager's<br/>Signature</b> |
|--------------------------|-----------------------|-----------------------|-------------------------------------|
|--------------------------|-----------------------|-----------------------|-------------------------------------|

**Attachment E**



**Resolution No. -14**

**A RESOLUTION ADOPTING THE PARK CITY COMPREHENSIVE  
EMERGENCY MANAGEMENT PLAN (CEMP)**

WHEREAS, the purpose of the CEMP is to develop a comprehensive emergency management program that will provide a system to mitigate the effects of an emergency or disaster, preserve life, respond during emergencies, provide necessary assistance, and establish a recovery system, in order to return the community to its normal state of affairs; and

WHEREAS, this plan attempts to define clearly the roles and responsibilities of each department and function within the City organization by providing guidance in accomplishing the objectives of this plan with lists of guidelines, plans, assessments and resources; and

WHEREAS, on February 28, 2003, the President issued Homeland Security Presidential Directive (HSPD) - 5 *Management of Domestic Incidents*, which directs the Secretary of Homeland Security to develop and administer a National Incident Management System (NIMS) and the directive also requires Federal Departments and agencies to make adoption of the NIMS by State, Tribal and local organizations a condition for Federal preparedness assistance beginning in Federal FY 2005; and

WHEREAS, certain State and Federal disaster reimbursements require local jurisdictions to adopt and train in a CEMP, NIMS and Incident Command Systems (ICS); and

WHEREAS, certain Federal grant programs now require an adopted CEMP; and

WHEREAS, the City Manager and the Emergency Management Group (EMG) have reviewed the updated Comprehensive Emergency Management Plan with all of its attachments as periodically amended by the EMG and recommends adoption by the City Council; and

WHEREAS, the City Council deems it in the best interest of Park City Municipal Corporation to formally adopt them;

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

**SECTION 1. ADOPTION.** The Comprehensive Emergency Management Plan, dated June 5, 2014 attached hereto, along with all appendices and compendiums as periodically amended by the City Manager, are hereby adopted, to replace any and all others previously adopted. Any amendments approved by the City Manager shall be effective for not more than one year unless ratified by the City Council.

**SECTION 2. EFFECTIVE DATE.** This Resolution shall take effect upon adoption.

PASSED AND ADOPTED this 5th day of June, 2014

PARK CITY MUNICIPAL CORPORATION

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Mayor Jack Thomas

Attest:

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Marci Heil, City Recorder

Approved as to form:

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Mark Harrington, City Attorney

| <b>Contract Employee Count By Department</b> |                           |                           |                           |
|----------------------------------------------|---------------------------|---------------------------|---------------------------|
| <b>Department</b>                            | <b>FY 2014<br/>Budget</b> | <b>FY 2015<br/>Budget</b> | <b>FY 2015<br/>Change</b> |
| City Manager                                 | 1                         | 1                         | 0.00                      |
| Human Resources                              | 1                         | 1                         | 0.00                      |
| Tennis                                       | 4                         | 4                         | 0.00                      |
| Community Affairs/CIP                        | 0                         | 1                         | 1.00                      |
| Environmental Regulatory                     | 1                         | 0                         | (1.00)                    |
| Intergovernmental & Env                      | 0                         | 2                         | 2.00                      |
| Economy/CIP                                  | 2                         | 2                         | 0.00                      |
| Leadership                                   | 1                         | 0                         | (1.00)                    |
| Emergency Management                         | 1                         | 1                         | 0.00                      |
| Planning                                     | 2                         | 1                         | (1.00)                    |
| Building                                     | 1                         | 0                         | (1.00)                    |
| Golf Pro Shop                                | 1                         | 0                         | (1.00)                    |
| <b>Total Contract Employees</b>              | <b>15</b>                 | <b>13</b>                 | <b>(2.00)</b>             |

## City Council Staff Report



**Subject:** Rossi Hill Drive Water Line Replacement  
**CONSTRUCTION AGREEMENT**  
**Author:** Griffin Lloyd, Water Project Manager  
**Department:** Public Works, Water  
**Date:** June 5, 2014  
**Type of Item:** Administrative

### **Summary Recommendations:**

Staff recommends Council authorize the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with Webster Construction LLC for construction of the Rossi Hill Drive water line replacement project in an amount of \$144,099.00

### **Topic/Description:**

Construction of the water supply improvements are in accordance with the Water Strategic Plan's Source Strategies & Policies as follows:

- Source, Water Quality and Infrastructure
- Maximize efficient use of existing City sources;
- Ensure public health and safety is protected through quality water; and
- Maximize operational efficiency.

### **Background:**

The water line in Rossi Hill Drive starting at Deer Valley Drive and continuing approximately 300 feet along Rossi Hill Drive has had several leaks in recent years, requiring emergency shutdowns and excavations in order to make the appropriate repairs. The upper portion of the water line was replaced in the early 80's, however, the portion proposed for replacement was not, and the age is unknown. Significant external corrosion has been observed and the line segment has a record of breaks. The line is in need of replacement.

### **Proposed Construction:**

Work includes the construction of approximately 275 feet of PVC C900 potable water line, relocation of the existing Rossi Hill tie in connection to within the pavement surface for easier access for maintenance, connections to two existing service laterals, new fire hydrant assembly, and asphalt restoration. Staff recommends the existing ductile iron water line be replaced with PVC pipe because of corrosive soils in the area. All non-plastic fittings will be cathodically protected with an anode bag, wax tape, and corrosion wrapping. During construction, traffic will be reduced to one way around the work area, and temporary water connections will be made to keep existing water service to the two homes within the project limits.

**Analysis:****Construction Contract:**

The Rossi Hill Drive water line replacement construction project was advertised in the Park Record on 4/30, 5/3, 5/7, 5/10, 5/14 & 5/17, 2014, online at utahlegals.com, and on the Park City Website beginning April 30, 2014. Four bids were received and publically opened on May 21, 2014. The following summarizes the bids:

| <b><i>Contractor</i></b>                           | <b><i>Total Bid</i></b> |
|----------------------------------------------------|-------------------------|
| <b>Engineer's Estimate</b>                         | <b>\$98,370.00</b>      |
| Webster Construction LLC                           | \$144,099.00            |
| KK& L                                              | \$145,603.00            |
| SCI                                                | \$151,940.00            |
| Beck Construction                                  | \$174,510.50            |
|                                                    |                         |
| <i>5% Local Preference<br/>Consideration Total</i> | <i>\$151,303.95</i>     |

As shown in the table above, bids received from contractors are significantly higher than the engineer estimate. This is attributable to an increase in PVC pipe installation costs that includes cathodic protection, as well as the haul off of and disposal of unsuitable material.

**Webster Construction LLC** is the lowest responsive bidder. Bid Documents have been verified by Staff. Staff therefore has determined that **Webster Construction LLC** is the successful Bidder.

Local Bidder Preference was considered during the determination of lowest responsible bidder. Webster Construction LLC has a physical presence & staff based in Summit County. Webster Construction LLC was the low bidder without 5% Local Preference Consideration

The City's Project Manager, Griffin Lloyd, will be working under the guidance of the Water Engineer and Water Manager.

**Department Review:**

This report has been reviewed by representatives of Public Works, Legal, and the City Manager's Office and their comments have been integrated into this report.

**Alternatives:****A. Approve:**

Council could authorize the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with Webster Construction LLC., for the construction of the Rossi Hill Drive water line replacement project in an amount of \$144,099.00.

**B. Deny:**

Council could deny the request for the agreement. Denying the request could result in a delay to the project as alternate construction methods are evaluated.

**C. Modify:**

Council could modify the request for the agreement. Modifying the request could result in a delay to the project as the impacts of the requested modifications on construction and/or management elements are evaluated.

**D. Continue the Item:**

Council could continue the request for the agreement. Continuing the request could result in a delay to the project until key elements can be addressed.

**E. Do Nothing:**

Staff does not recommend this alternative. Doing nothing would delay the construction of the project and increase the risk of loss of service to customers or of property damage from water line breakage.

**Significant Impacts:**

|                                                                                       | Preserving & Enhancing<br>the Natural Environment<br>(Environmental Impact)                                                                                                                                                                                                            | Responsive, Cutting-<br>Edge & Effective<br>Government                                                                                                                                  |
|---------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Which Desired<br>Outcomes might the<br>Recommended<br>Action Impact?                  | <ul style="list-style-type: none"><li>+ Managed natural resources balancing ecosystem needs</li><li>+ Enhanced water quality and high customer confidence</li><li>+ Adequate and reliable water supply</li><li>+ Reduced municipal, business and community carbon footprints</li></ul> | <ul style="list-style-type: none"><li>+ Fiscally and legally sound</li><li>+ Well-maintained assets and infrastructure</li><li>+ Streamlined and flexible operating processes</li></ul> |
| Assessment of<br>Overall Impact on<br>Council Priority<br>(Quality of Life<br>Impact) | Very Positive<br>                                                                                                                                                                                   | Positive<br>                                                                                         |
| <b>Comments:</b>                                                                      |                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                         |

**Funding Source:**

The funding for the project is from water service fees and is part of the approved FY 14 budget and proposed FY 15 budget.

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

The project components are critical to the operation of the delivery of water to meet existing obligations.

**Recommendation:**

Staff recommends Council authorize the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with Webster Construction LLC for construction of the Rossi Hill Drive Replacement Construction Agreement project in an amount of \$144,099.00

**Exhibits:**

EXHIBIT A: Rossi Hill Drive water line replacement project, Scope of Work

EXHIBIT B: Bid Tabulation

## **EXHIBIT A**

### **Scope of Work Rossi Hill Drive Water Line Replacement Project Construction Agreement**

**DESCRIPTION AND SITE OF WORK:** For the project known as the ROSSI HILL DRIVE WATER LINE REPLACEMENT (hereinafter "Project"), the Work includes the construction of approximately 275 lf of PVC C900 potable water line with appurtenances, connections to existing line and water services, and asphalt restoration. The work is located on Rossi Hill Drive in the Deer Valley area of Park City, UT, as indicated on the Drawings.

The full scope shall be determined from the contract documents.

**COMPLETION OF WORK:** All WORK shall be completed by July 17, 2014. Time is of the essence. The OWNER reserves the right to change any dates or deadlines.

# **EXHIBIT B** **Bid Tabulation – Rossi Hill Drive Replacement Project**



BID TABULATION  
 PARK CITY MUNICIPAL CORPORATION  
 Rossi Hill Waterline Replacement Project  
 Bids Opened at 2:00 pm on May 21, 2014

|                    |                                                                       |      |      | 1                    |               | 2            |               | 3            |               | 4                 |               |
|--------------------|-----------------------------------------------------------------------|------|------|----------------------|---------------|--------------|---------------|--------------|---------------|-------------------|---------------|
|                    |                                                                       |      |      | Webster Construction |               | KK&L         |               | SCI          |               | Beck Construction |               |
| Item No.           | Classification of Unit Price Work                                     | Qty  | Unit | Unit Price           | Amount        | Unit Price   | Amount        | Unit Price   | Amount        | Unit Price        | Amount        |
|                    | Bid Schedule                                                          |      |      |                      |               |              |               |              |               |                   |               |
| 1                  | Mobilization (Not to Exceed 5%)                                       | 1    | LS   | \$ 6,861.00          | \$ 6,861.00   | \$ 5,030.00  | \$ 5,030.00   | \$ 7,500.00  | \$ 7,500.00   | \$ 8,200.00       | \$ 8,200.00   |
| 2                  | 8" C900 PVC Water line                                                | 280  | LF   | \$ 51.50             | \$ 14,420.00  | \$ 77.60     | \$ 21,728.00  | \$ 88.00     | \$ 24,640.00  | \$ 80.00          | \$ 22,400.00  |
| 3                  | Relocate Existing 8" Gate Valve w/ Cathodic                           | 1    | EA   | \$ 1,850.00          | \$ 1,850.00   | \$ 1,705.00  | \$ 1,705.00   | \$ 2,450.00  | \$ 2,450.00   | \$ 1,750.00       | \$ 1,750.00   |
| 4                  | Relocate Existing 8"x8" Tee w/ Cathodic                               | 1    | EA   | \$ 2,150.00          | \$ 2,150.00   | \$ 2,085.00  | \$ 2,085.00   | \$ 2,450.00  | \$ 2,450.00   | \$ 3,000.00       | \$ 3,000.00   |
| 5                  | New 8"x8" Tee w/ Cathodic                                             | 1    | EA   | \$ 970.00            | \$ 970.00     | \$ 2,095.00  | \$ 2,095.00   | \$ 350.00    | \$ 350.00     | \$ 2,250.00       | \$ 2,250.00   |
| 6                  | New 8" Gate Valve w/ Cathodic                                         | 2    | EA   | \$ 3,141.00          | \$ 6,282.00   | \$ 2,225.00  | \$ 4,450.00   | \$ 2,550.00  | \$ 5,100.00   | \$ 2,750.00       | \$ 5,500.00   |
| 7                  | 8" Long Sleeve w/ Cathodic                                            | 1    | EA   | \$ 720.00            | \$ 720.00     | \$ 1,485.00  | \$ 1,485.00   | \$ 2,050.00  | \$ 2,050.00   | \$ 1,800.00       | \$ 1,800.00   |
| 8                  | 8" 22.5 Bend w/ Cathodic                                              | 2    | EA   | \$ 1,178.00          | \$ 2,356.00   | \$ 1,745.00  | \$ 3,490.00   | \$ 250.00    | \$ 500.00     | \$ 2,400.00       | \$ 4,800.00   |
| 9                  | 8" 11.25 Bend w/ Cathodic                                             | 2    | EA   | \$ 1,157.00          | \$ 2,314.00   | \$ 1,730.00  | \$ 3,460.00   | \$ 250.00    | \$ 500.00     | \$ 2,300.00       | \$ 4,600.00   |
| 10                 | 8" 45 Bend w/ Cathodic                                                | 2    | EA   | \$ 1,183.00          | \$ 2,366.00   | \$ 1,750.00  | \$ 3,500.00   | \$ 1,500.00  | \$ 3,000.00   | \$ 2,500.00       | \$ 5,000.00   |
| 11                 | New Fire Hydrant Assembly                                             | 1    | EA   | \$ 4,707.00          | \$ 4,707.00   | \$ 4,030.00  | \$ 4,030.00   | \$ 7,500.00  | \$ 7,500.00   | \$ 6,500.00       | \$ 6,500.00   |
| 12                 | 1-1/2" Water Service Lateral                                          | 2    | EA   | \$ 3,618.00          | \$ 7,232.00   | \$ 1,230.00  | \$ 2,460.00   | \$ 7,500.00  | \$ 15,000.00  | \$ 4,550.00       | \$ 9,100.00   |
| 13                 | Relocate Fire Hydrant Assembly w/ Cathodic                            | 1    | EA   | \$ 2,621.00          | \$ 2,621.00   | \$ 1,365.00  | \$ 1,365.00   | \$ 6,000.00  | \$ 6,000.00   | \$ 4,500.00       | \$ 4,500.00   |
| 14                 | Asphalt Trench Patch                                                  | 3200 | SF   | \$ 4.25              | \$ 13,600.00  | \$ 2.90      | \$ 9,280.00   | \$ 5.50      | \$ 17,600.00  | \$ 4.45           | \$ 14,224.00  |
| 15                 | Full Width Slurry Seal                                                | 8500 | SF   | \$ 0.64              | \$ 5,440.00   | \$ 0.50      | \$ 4,250.00   | \$ 0.80      | \$ 6,800.00   | \$ 0.45           | \$ 3,825.00   |
| 16                 | Traffic Control                                                       | 1    | LS   | \$ 3,100.00          | \$ 3,100.00   | \$ 2,345.00  | \$ 2,345.00   | \$ 4,500.00  | \$ 4,500.00   | \$ 3,181.50       | \$ 3,181.50   |
| 17                 | Site Cleanup                                                          | 1    | LS   | \$ 2,800.00          | \$ 2,800.00   | \$ 11,495.00 | \$ 11,495.00  | \$ 2,500.00  | \$ 2,500.00   | \$ 1,000.00       | \$ 1,000.00   |
| 18                 | Temporary Water Service to Existing Connections                       | 1    | LS   | \$ 3,600.00          | \$ 3,600.00   | \$ 2,500.00  | \$ 2,500.00   | \$ 5,500.00  | \$ 5,500.00   | \$ 2,000.00       | \$ 2,000.00   |
| 19                 | Export of Unsuitable Backfill Material w/ import of backfill material | 600  | CY   | \$ 42.85             | \$ 25,710.00  | \$ 39.75     | \$ 23,850.00  | \$ 5.00      | \$ 3,000.00   | \$ 59.80          | \$ 35,880.00  |
| 20                 | Differing site Conditions                                             | 1    | LS   | \$35,000.00          | \$ 35,000.00  | \$35,000.00  | \$ 35,000.00  | \$ 35,000.00 | \$ 35,000.00  | \$35,000.00       | \$ 35,000.00  |
| Total Bid Schedule |                                                                       |      |      |                      | \$ 144,099.00 |              | \$ 145,603.00 |              | \$ 151,940.00 |                   | \$ 174,510.50 |
| Bid Bond           |                                                                       |      |      | x                    |               | x            |               | x            |               | x                 |               |
| Addendum 1         |                                                                       |      |      | x                    |               | x            |               | x            |               | x                 |               |



## City Council Staff Report

**Subject:** PCMC DESIGN STANDARD, CONSTRUCTION SPECIFICATIONS, AND STANDARD DRAWINGS, WATER STANDARD PLAN REVISIONS – MAY 2014

**Author:** Roger McClain, Water Engineer

**Department:** Public Works, Water

**Date:** June 5, 2014

**Type of Item:** Administrative

### Summary Recommendations:

Staff recommends Council adopt the Water Standard Plan revisions, dated May 2014, to the Park City Municipal Corporation *Design Standards, Construction Specifications, and Standard Drawings*.

### Topic/Description:

Revisions and updates to the City's current water related construction details for water system improvements are in accordance with the Water Strategic Plan's Source Strategies & Policies as follows:

- Source, Water Quality, and Infrastructure;
- Maximize efficient use of existing City sources;
- Protect existing water sources;
- Ensure public health and safety is protected through quality water; and
- Maximize operational efficiency.

### Background:

The current edition of the *Park City Design Standards, Construction Specifications, and Standard Drawings* was published April 2007. The Park City Engineering Department is in the process of updating the documents however, in advance of the completion of the entire document, the Water Department has completed the WATER SYSTEMS section of the Standard Drawings. These revised drawings clearly define the water construction standards to be used in Park City and incorporate time-sensitive requirements such as current Division of Drinking Water regulations and City water system operations and asset management considerations.

Key revisions to the water standard plans to address Utah Division of Drinking Water (DDW) regulations and the objectives and strategies of the Water Strategic Plan are:

### Water Quality:

- Implements temporary fire hydrant use backflow and metering requirements to ensure public health and safety
- Defines and clarifies requirements for fire service lines and backflow prevention
- Includes low-lead materials requirements to meet DDW regulations

### Infrastructure

- Implements wax taping of bolts & nuts for base installation with increasing levels of protection based on required soils testing to maximize useful life of water infrastructure by slowing external corrosion
- Clarifies and standardizes meter vault construction and layout requirements
- Added meter installation requirements for inside of buildings
- Where applicable, offers sustainable material requirements (e.g. HDPE meter vault requires a material containing 40% recycled content)

### Water Conservation

- Added construction requirements for automated meter reading (AMR) devices in all meter installations

### Customer Service/Outreach

- Provides clear and concise documents defining construction requirements

### **Public Notification:**

The proposed documents were posted on the Park City website for public comment beginning April 25, 2014. Additionally, staff has attempted to notify engineers working in Park City on current projects and notify them of the proposed revisions. Staff has received positive response from engineers and full cooperation with integrating the new standards into Park City projects.

### **Proposed Document Revisions:**

The proposed documents serve to replace the existing Section 700 Standard Details of the *Park City Design Standards, Construction Specifications, and Standard Drawings*. Conflicts between the existing specifications and updated standard plans will be resolved in favor of the updated standard plans.

The plan numbering structure of this document follows the same basic structure as the American Public Works Association (APWA) Standard Plans (the basis for the City Engineer's update) however, there are some noted differences. Following is an explanation of the structure of this document:

1. Part 5 – Water Systems. Standard Plan divisions for Water system related details are:
  - a. Notes, Abbreviations, and Symbols
  - b. Fire Hydrants
  - c. Water Meters
  - d. Corrosion Protection Systems
  - e. Piping
  - f. Thrust Blocks
  - g. Valves
  - h. Trenching
  - i. General
2. Numbering – A plan number having a suffix of "S" identifies that the plan contains index, legend, detail specific notes, and acceptable manufacturer and parts numbers related to the standard plan.

3. A list of the proposed revised documents follows. Each document may be examined on the Park City webpage at the following e-link: <http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=12694>

## Table of Contents

### **PART 5 – WATER SYSTEMS**

#### **Notes, Abbreviations, and Symbols**

- 500.1 General Water Notes
- 500.2 General Water Notes
- 501 Abbreviations and Symbols for Water (Typically Not Used)

#### **Fire Hydrants**

- 511 Fire Hydrant with Valve
- 511 S Fire Hydrant with Valve

#### **Water Meters**

- 520.1 General Water Meter, Meter Vault, and Service Line Requirements
- 520.2 General Water Meter, Meter Vault, and Service Line Requirements
- 521 3/4" and 1" Single Meter – Outside Setting
- 521 S 3/4" and 1" Single Meter – Outside Setting
- 522 3/4" and 1" Dual Meters – Outside Setting
- 522 S 3/4" and 1" Dual Meters – Outside Setting
- 523 3/4" and 1" Meter – Inside Setting
- 524 1 1/2" and 2" Single Meter – Outside Setting
- 524 S 1 1/2" and 2" Single Meter – Outside Setting
- 525 1 1/2" Dual Meters – Outside Setting
- 525 S 1 1/2" Dual Meters – Outside Setting
- 526 1 1/2" and 2" Single Meter – Inside Setting
- 527 3" and Larger Meter – Outside Setting
- 527 S 3" and Larger Meter – Outside Setting
- 528 3" and Larger Meter – Inside Setting
- 529 Meter Vault Frame and Cover / MXU Device Location
- 529 S Meter Vault Frame and Cover / MXU Device Location
- 530 Remote MXU Device
- 531 Temporary Hydrant Meter Assembly

#### **Corrosion Protection Systems**

- 534.1 Metallic Pipe Corrosion Protection
- 534.2 Metallic Pipe Corrosion Protection
- 535-A Type A Test Station
- 535-B Type I Test Station
- 535-C Type F Test Station
- 535-D Type T Test Station
- 536-A Horizontal Galvanic Anode Installation w/o Test Station
- 536-B Horizontal Galvanic Anode Installation
- 537-A Steel and Ductile Iron Pipe Wire Connection
- 537-B Ductile Iron Pipe Joint Bond

|         |                                                            |
|---------|------------------------------------------------------------|
| 537-C   | Flexible Joint Bond                                        |
| 537-D   | Flanged and Mechanical Joint Bond                          |
| 537-E   | Galvanic Anode Wire Splice                                 |
| 537-F   | Insulating Flange                                          |
| 537-G.1 | Metallic Pipe Appurtenance and Fitting Cathodic Protection |
| 537-G.2 | Metallic Pipe Appurtenance and Fitting Cathodic Protection |
| 537-G.3 | Metallic Pipe Appurtenance and Fitting Cathodic Protection |
| 537-G.4 | Metallic Pipe Appurtenance and Fitting Cathodic Protection |
| 538-A   | Post-Style Test Station- Wood                              |
| 538-B   | Post-Style Test Station-Plastic                            |
| 538-C   | Flush-Style Test Station-Box                               |
| 538-D   | Flush-Style Test Station-Terminal Board                    |

### **Piping**

|       |                                               |
|-------|-----------------------------------------------|
| 540-A | Water Main and Fire Line – 3” to 12” Diameter |
| 540-B | Water Main – PVC Pipe – 8” to 12” Diameter    |
| 540 S | Water Main and Fire Lines                     |
| 541   | Water Service Line – 3/4” to 2” Meter         |
| 541 S | Water Service Line – 3/4” to 2” Meter         |
| 542   | Fire Service Line – 3” Diameter and Larger    |
| 543   | Water Service Line Loop                       |
| 544-A | Water Main Loop                               |
| 544-B | Water Main Loop                               |
| 544-C | Water Main Loop                               |
| 545-A | Tracer Wire – Valve Box Termination           |
| 545-B | Tracer Wire – Access Box Termination          |
| 546   | Pipe Insulation at Storm Drain Crossing       |
| 547-A | Water-Sanitary Sewer Separation               |
| 547-B | Water-Sanitary Sewer Separation Notes         |

### **Trust Blocks**

|       |                             |
|-------|-----------------------------|
| 561   | Direct Bearing Thrust Block |
| 562-A | Tie-down Thrust Restraints  |
| 562-B | Tie-down Thrust Restraints  |

### **Valves**

|         |                               |
|---------|-------------------------------|
| 570     | Buried Valve and Valve Box    |
| 570 S   | Buried Valve and Valve Box    |
| 571     | Valve Box Collar              |
| 573-A   | Pressure Reducing Valve Vault |
| 573-B.1 | Pressure Reducing Valve Vault |
| 573-B.2 | Pressure Reducing Valve Vault |
| 573-C.1 | Pressure Reducing Valve Vault |
| 573-C.2 | Pressure Reducing Valve Vault |
| 573-C.3 | Pressure Reducing Valve Vault |
| 573-C.4 | Pressure Reducing Valve Vault |
| 573-D.1 | Pressure Reducing Valve Vault |
| 573-D.2 | Pressure Reducing Valve Vault |
| 573-D.3 | Pressure Reducing Valve Vault |

|         |                                                         |
|---------|---------------------------------------------------------|
| 573-D.4 | Pressure Reducing Valve Vault                           |
| 573-E.1 | Pressure Reducing Valve Vault                           |
| 573-E.2 | Pressure Reducing Valve Vault                           |
| 573-E.3 | Pressure Reducing Valve Vault                           |
| 573-E.4 | Pressure Reducing Valve Vault                           |
| 573-E.5 | Pressure Reducing Valve Vault                           |
| 574     | Air Release / CAV Valve Manhole                         |
| 574 S   | Air Release / CAV Valve Manhole                         |
| 575-A   | Air Release / CAV Valve Manhole – Heat Trace            |
| 575-B   | Air Release / CAV Valve Manhole – Heat Trace Electrical |
| 576     | Air Vent Standpipe                                      |
| 577     | Irrigation Backflow Preventer – Outside Setting         |
| 578     | Pipe Support                                            |

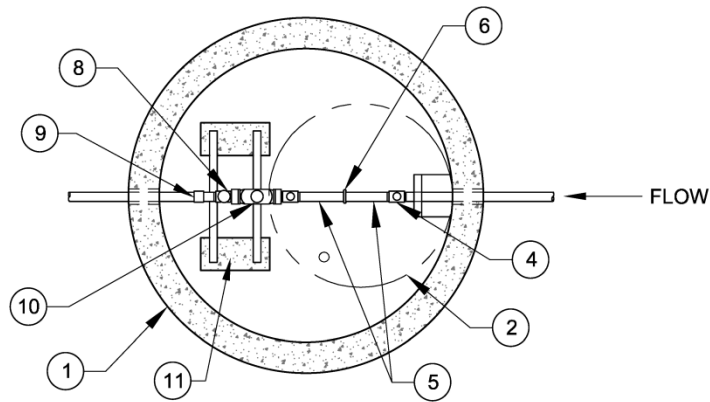
#### **Trenching**

|     |                                   |
|-----|-----------------------------------|
| 580 | Water Trench Bedding and Backfill |
| 581 | Water Trench Cut-off Wall         |

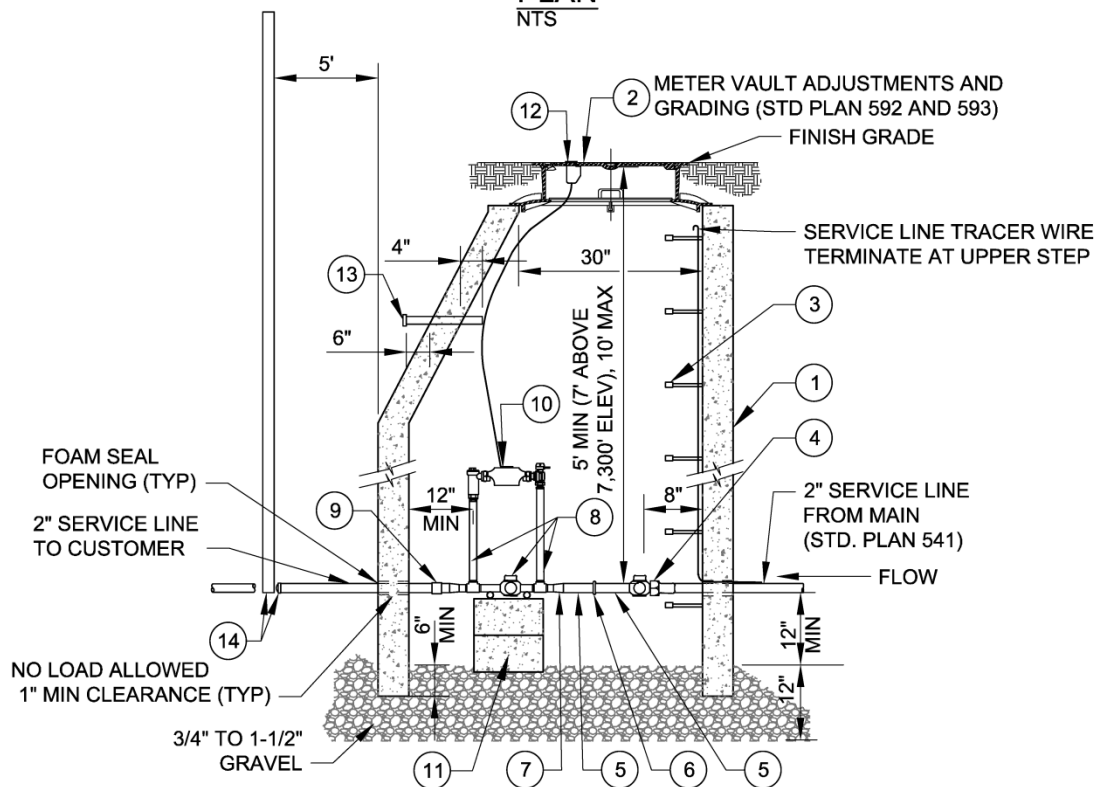
#### **General**

|       |                                                         |
|-------|---------------------------------------------------------|
| 592   | Meter Vault and Water Manhole Grading – Landscape Areas |
| 593   | Meter Vault and Water Manhole Collar – Pavement Areas   |
| 594.1 | Water Service Line Flow Chart                           |
| 594.2 | Water Service Line Flow Chart                           |
| 595-A | NFPA 13D Residential Sprinkler Services                 |
| 596   | Water Line Reference Marker                             |
| 597   | Water Line Casing                                       |
| 597 S | Water Line Casing                                       |

An example of a proposed revision to Standard Plan 524, with a comparison to the corresponding current Standard Detail 705-C.1, is presented on the following displays:



**PLAN**  
NTS



**SECTION**  
NTS

**NOTES:**

1. REFER TO STD. PLAN 520 FOR GENERAL REQUIREMENTS - METER, METER VAULT, AND SERVICE LINE.
2. REFER TO STD. PLAN 521 S FOR LEGEND ITEMS, APPROVED PARTS LIST, AND DETAIL NOTES.



PARK CITY MUNICIPAL CORPORATION  
**WATER**

DATE

03/2014

REV.

0

**1-1/2" AND 2" SINGLE METER  
OUTSIDE SETTING**

STD. PLAN

**524**

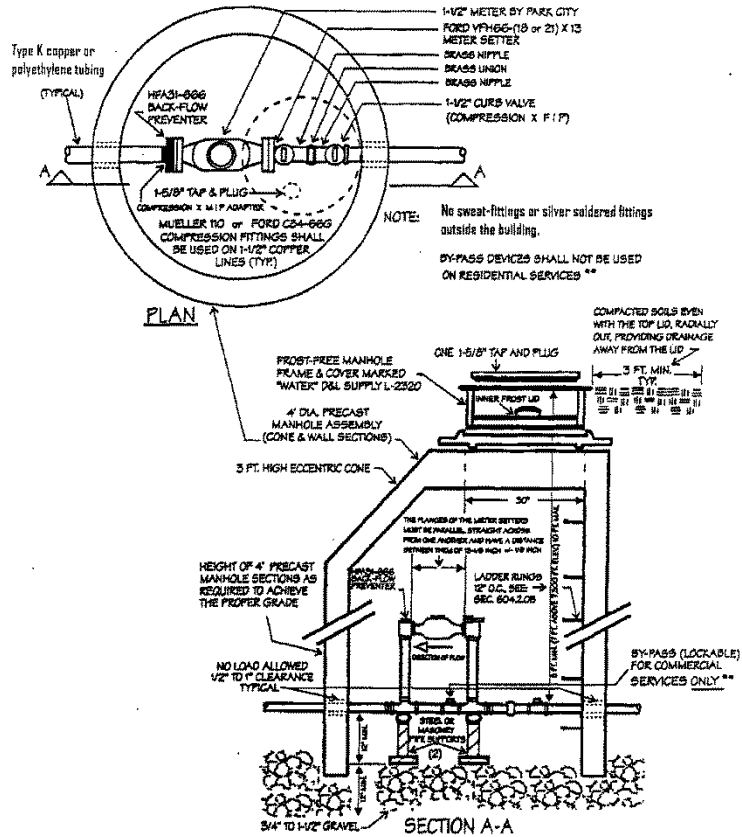
### LEGEND AND APPROVED PARTS LIST

| ITEM | DESCRIPTION                                                                                                                                                | ACCEPTABLE MANUFACTURER       | MODELS                                                                                 |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|----------------------------------------------------------------------------------------|
| ①    | 5' DIA. MANHOLE, PRECAST CONCRETE ECCENTRIC CONE AND WALL SECTIONS                                                                                         |                               | ASTM C 478                                                                             |
| ②    | METER VAULT FRAME AND COVER (STD. PLAN 529)                                                                                                                |                               |                                                                                        |
| ③    | POLYPROPYLENE ENCASED GRADE 60 STEEL STEPS AT 13" C-C, 13-1/2" TREAD WIDTH                                                                                 | M.A. INDUSTRIES OR APPV'D EQ. | PS2-PFDF                                                                               |
| ④    | 2" CURB VALVE, F.I.P. x CTS                                                                                                                                | MUELLER                       | B-25172N                                                                               |
| ⑤    | 2" DIA. BRASS NIPPLE x 4" LENGTH, M.I.P.                                                                                                                   |                               |                                                                                        |
| ⑥    | 2" BRONZE UNION, F.I.P., THREADED                                                                                                                          |                               |                                                                                        |
| ⑦    | 1-1/2" BRASS NIPPLE x 4" LENGTH, 2" x 1-1/2" BRONZE BELL REDUCER, AND 1-1/2" CLOSE BRASS NIPPLE (1-1/2" YOKE ONLY)                                         |                               |                                                                                        |
| ⑧    | 1-1/2" METER YOKE<br>COMMERCIAL SERVICE: WITH BYPASS<br>RESIDENTIAL SERVICE: WITHOUT BYPASS<br>IRRIGATION SERVICE: WITHOUT BYPASS                          | MUELLER                       | 1-1/2"x15" B2423-2-01N (WITH BYPASS)<br>1-1/2"x15" B2422-2N (WITHOUT BYPASS)           |
|      |                                                                                                                                                            | FORD                          | 1-1/2" VBHH76-15B-11-66-NL (WITH BYPASS)<br>1-1/2" VBHH76-15-11-66-NL (WITHOUT BYPASS) |
|      | 2" METER YOKE<br>COMMERCIAL SERVICE: WITH BYPASS<br>RESIDENTIAL SERVICE: WITHOUT BYPASS<br>IRRIGATION SERVICE: WITHOUT BYPASS                              | MUELLER                       | 2"x15" B2423-2-01N (WITH BYPASS)<br>2"x15" B2422-2N (WITHOUT BYPASS)                   |
|      |                                                                                                                                                            | FORD                          | 2" VBHH77-15B-11-77-NL (WITH BYPASS)<br>2" VBHH77-15-11-77-NL (WITHOUT BYPASS)         |
| ⑨    | 2" CONNECTION, F.I.P. x CTS AND 2" BRASS NIPPLE x 4" LENGTH (OUTLET);<br>1-1/2" YOKE ONLY: ADD 2"x1-1/2" BRONZE BELL REDUCER AND 1-1/2" CLOSE BRASS NIPPLE | MUELLER                       | H-15451N                                                                               |
|      |                                                                                                                                                            | FORD                          | C-14-66-G-NL                                                                           |
| ⑩    | METER, SUPPLIED AND INSTALLED BY PCMC                                                                                                                      |                               |                                                                                        |
| ⑪    | PIPE SUPPORTS (4) 16"x8"x8" CMU BLOCK, (2) METER SUPPORT RODS, GALVANIZED                                                                                  |                               |                                                                                        |
| ⑫    | MXU AND WIRING, SUPPLIED AND INSTALLED BY PCMC                                                                                                             |                               |                                                                                        |
| ⑬    | MXU REMOTE LOCATION CONDUIT WITH END CAPS, SCH 40 PVC (STD. PLAN 531)                                                                                      |                               |                                                                                        |
| ⑭    | END CAP AND MARKER, CTS x F.I.P. (OUTLET)                                                                                                                  |                               | H-15451N AND H-10035N                                                                  |

### DETAIL NOTES

1. LOCATE METER VAULT PER APPROVED PLANS AND SET METER BOX PLUMB
2. SST INSERT STIFFENERS REQUIRED ON ALL CTS TUBING CONNECTIONS

|                                                                                                                                        |        |                                                       |              |
|----------------------------------------------------------------------------------------------------------------------------------------|--------|-------------------------------------------------------|--------------|
| <br>PARK CITY MUNICIPAL CORPORATION<br><b>WATER</b> | DATE   | <b>1-1/2" and 2" SINGLE METER<br/>OUTSIDE SETTING</b> | STD. PLAN    |
|                                                                                                                                        | 3/2014 |                                                       | <b>524 S</b> |
|                                                                                                                                        | REV.   |                                                       |              |
|                                                                                                                                        |        |                                                       |              |



\*ANY REQUEST FOR A METER LARGER THAN 1-1/2" MUST BE ACCOMPANIED BY A PROPOSAL SUBMITTED TO THE CITY ENGINEER.

|                                                                                                                 |                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| <p>STANDARD DRAWING</p> <p><b>705-C.1</b></p> <p>DRAWN BY: T. FRED ARAY</p> <p>CHECKED BY: ERIC W. SULLIVAN</p> | <p><b>METER VAULT FOR SINGLE METER</b></p> <p><b>1-1/2" METER*</b></p> <p>PARK CITY MUNICIPAL CORPORATION</p> |
|-----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|

These documents are intended to be updated periodically to ensure that the most current drinking water regulations and Park City Standards are available for public use. The Water Manager may authorize minor revisions to the documents on an interim basis. Water Standard Plan revisions will be published on the City's website and, when applicable, revisions presented annually to City Council.

**Department Review:**

This report has been reviewed by representatives of Public Works, Legal, and the City Manager's Office and their comments have been integrated into this report.

**Alternatives:**

**A. Approve:**

Council could adopt the Water Standard Plan revisions, dated May 2014, to the Park City Municipal Corporation *Design Standards, Construction Specifications, and Standard Drawings*.

**B. Deny:**

Council could deny the request for adoption of the Water Standard Plan revisions. Denying the request could result in a delay to the implementation of water standard plans with potential impacts to meeting drinking water regulations and in long-term asset management costs.

**C. Modify:**

Council could request modifications to the Water Standard Plan revisions. Modifying the request could result in a delay to the implementation of the requirements as the impacts of the requested modifications on construction elements are evaluated and made.

**D. Continue the Item:**

Council could continue the request for the adoption of the Water Standard Plan revisions. Continuing the request could result in a delay to the implementation of water standard plans with potential impacts to meeting drinking water regulations and in long-term asset management costs.

**E. Do Nothing:**

Staff does not recommend this alternative. Doing nothing could delay the implementation of water standard plans with potential impacts to meeting drinking water regulations and in long-term asset management costs.

## Significant Impacts:

|                                                                                       | Preserving & Enhancing<br>the Natural Environment<br>(Environmental Impact)                                                                                                                                                    | Responsive, Cutting-<br>Edge & Effective<br>Government                                                                                                                                                                                                                                                                         |
|---------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Which Desired<br>Outcomes might the<br>Recommended<br>Action Impact?                  | <ul style="list-style-type: none"> <li>+ Reduced municipal, business and community carbon footprints</li> <li>+ Enhanced water quality and high customer confidence</li> <li>+ Effective water conservation program</li> </ul> | <ul style="list-style-type: none"> <li>+ Well-maintained assets and infrastructure</li> <li>+ Fiscally and legally sound</li> <li>+ Streamlined and flexible operating processes</li> <li>+ Streamlined and flexible operating processes</li> <li>+ Ease of access to desired information for citizens and visitors</li> </ul> |
| Assessment of<br>Overall Impact on<br>Council Priority<br>(Quality of Life<br>Impact) | Positive<br>                                                                                                                                  | Positive<br>                                                                                                                                                                                                                                  |
| Comments:                                                                             |                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                |

## Consequences of not taking the recommended action:

The Water Standard Plans revisions are essential to updating and establishing the Water Department's requirements for new water system improvements and incorporating new drinking water regulations. With the surge in new and proposed construction, a delay to the adoption of the revisions could result in the installation of inferior products and impacts to water asset life-cycle management costs.

## Recommendation:

Staff recommends Council adopt the Water Standard Plan revisions, dated May 2014, to the Park City Municipal Corporation *Design Standards, Construction Specifications, and Standard Drawings*.

## City Council Staff Report



**Subject:** Heavy Equipment Hoist Replacement  
**Author:** Brian Andersen, Parking & Fleet Admin Team Leader  
**Department:** Fleet Services  
**Date:** June 5, 2014  
**Type of Item:** Administrative

### Summary Recommendations:

Authorize staff to enter a contract with Southwest Lift & Equipment Incorporated for the installation of a new replacement heavy duty vehicle hoist manufactured by Stertil-Koni for the fleet shop in an amount not to exceed \$145,719.

### Topic/Description:

Heavy Equipment Hoist Replacement

### Background:

The existing heavy duty vehicle hoist is located in the older portion of the fleet shop which was built in 1998. The heavy equipment hoist has been through years of rigorous service and is due for replacement. Currently the hoist is used for heavy vehicle service and repair and Streets large plow trucks. A second bus hoist was deemed necessary and added in 2010 when the new transit fleet shop addition was built.

### Analysis:

Vehicle hoists for this application are listed on the Utah State contract. After review of the vendors listed on state contract that provide the lifts, staff determined the most applicable lift for the replacement of the existing hoist is Stertil-Koni and its distributor Southwest Lift & Equipment. The replacement involves some concrete work to match the existing pit to an optimal hoist configuration as required by the mechanic team. This concrete work will require staff to execute a construction agreement with the distributor for onsite work to cover City insurance and liability requirements.

Quotes were obtained from two firms listed under the Utah state purchasing contract. A third quote was obtained from the vendor that provided the new bus hoist (installed with the new shop addition in 2010). Costs for the total project (bus hoist and installation) are shown in the following table:

| Proposer            | State Contract # | Lift Quote       | Concrete Work & Labor to Remove & Replace | Total Quote      |
|---------------------|------------------|------------------|-------------------------------------------|------------------|
| Mohawk Resources    | MA2002           | \$122,330        | \$34,281                                  | \$156,611        |
| <b>Stertil-Koni</b> | <b>MA2003</b>    | <b>\$117,719</b> | <b>\$30,000</b>                           | <b>\$145,719</b> |
| Coastal Bend        | n/a              | \$133,350        | Not responsive                            | Not responsive   |

Staff's recommendation is shown in bold in the table above. The project is budgeted, approved, and funded within Asset Management Fund under CIP fund CP0146-031475.

**Department Review:**

This report has been reviewed by Capital Projects, Legal, Executive and Public Works departments.

**Alternatives:**

**Approve:** Authorize staff to enter a contract with Southwest Lift & Equipment Incorporated for the installation of a new replacement heavy duty vehicle hoist manufactured by Stertil-Koni for the fleet shop in an amount not to exceed \$145,719. This is staff's recommendation.

**A. Deny:** This action would delay repairs to a later date and increase the potential for more costly repairs.

**B. Modify:** This action could be used if Council determined changes to the scope of the repairs were warranted.

**C. Continue the Item:** Delaying the item could result in more costly repairs in the future.

**D. Do Nothing:** This option could result in more costly future repairs to replace the hoist.

**Significant Impacts:**

|                                                                                                          | World Class Multi-Seasonal Resort Destination<br>(Economic Impact)                                                      | Preserving & Enhancing the Natural Environment<br>(Environmental Impact)                            | An Inclusive Community of Diverse Economic & Cultural Opportunities<br>(Social Equity Impact)                              | Responsive, Cutting-Edge & Effective Government                                                       |
|----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| Which Desired Outcomes might the Recommended Action Impact?                                              | + Well-utilized regional public transit<br><br>+ Accessible and world-class recreational facilities, parks and programs | + Reduced municipal, business and community carbon footprints                                       | + Skilled, educated workforce<br><br> | + Well-maintained assets and infrastructure                                                           |
| Assessment of Overall Impact on Council Priority (Quality of Life Impact)                                | Positive<br><br>                     | Positive<br><br> | Positive<br><br>                      | Positive<br><br> |
| <b>Comments:</b> Minimizing trip to SLC for heavy vehicle repair reduces the community carbon footprint. |                                                                                                                         |                                                                                                     |                                                                                                                            |                                                                                                       |

The lift bay for the hoist being replaced will be out of service during the project, but with additional capacity within the shop this should not affect overall shop performance. Staff will make every effort to complete the project prior to the busy winter repair season.

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

Staff has unacceptably long lead times to acquire repair parts for the existing hoist. While the hoist is operable and certified for use at the present time, this may change at any time if a major part were to fail. An unsafe hoist would be put out of service, which would place undue strain on other shop resources.

**Recommendation:**

Authorize staff to enter a contract with Southwest Lift & Equipment Incorporated for the installation of a new replacement heavy duty vehicle hoist manufactured by Stertil-Koni for the fleet shop in an amount not to exceed \$145,719.



**PARK CITY COUNCIL MEETING MINUTES- DRAFT**  
**SUMMIT COUNTY, UTAH,**  
**April 17, 2014**

**Work Session**

**Council Questions and Comments and Manager's Report**

Council member Peek had nothing. Mayor, Council and Staff wished him a Happy Birthday!

Council member Henney stated the Olympic parade was great, thanked staff. Mountain Accord meeting were great and thanked Heinrich for his participation and expertise at those meetings. Attended the Planning Commission meeting and found it great and reported a conversation of the implementation of the GP vs. LMC.

Council member Matsumoto attended the historic preservation board with council member peek where they awarded a grant of \$30,000 for a home to be built in the Upper Park Ave main street RDA. It was discussed that if the City is behind Historic Preservation then they need to put in more than \$45000 per year to help worthy causes.

Council member Simpson said Great job on the shake out and stated she loves the temporary fence at the bear on the bench project. Inquired of Matt Cassel when the storm drains are going to be fixed so that poison creek will not flood. Cassel stated that they are bringing the storm water master plan to council mid-May.

Council member Beerman enjoyed some skiing this week. Thanked staff for the Vail tour and thanked Mayor Thomas for organizing a meeting with the U of U and Utah State university regarding some on-site classes.

Mayor Thomas- attended the ULCT mid-year convention stating that it was an excellent event. Thanked legal staff for keeping Park City on the straight and narrow.

Manager's report questions- Mayor inquired if there are estimated man hours tied to these projects/goals. Jed Briggs, Budget Manager, stated that these are action items and are budgeted on a higher level through the BFO process. Foster further explained the Budgeting For Outcomes piece of the budget. Harrington stated that the higher level of projects is budgeted and these are broken down by task and would be inefficient use of time to calculate man hours per task.

**Budget Pre Meeting**

Jed Briggs, Matt Dias and Brooke Moss presented the preview on the upcoming budget. Spoke to the process of how the City Manager's recommended budget comes to be with Pay Plan, Health Insurance and Retirement. Discussed the breakdown stating that this is a two year budget and the 2016 numbers are an estimate based on the trend from the last few years.

Council member Beerman inquired about the incremental increases stating he thought they were working toward a zero based budget. Briggs and Foster spoke to this as to the built-in

aspect for pay plan, retirement, and insurance. Beerman inquired about the allowable operating increases. Foster explained the allowable operating increase process. Beerman stated he feels that this is not in the spirit of a zero based budget process. Briggs stated that after the Council Retreat this was a middle ground that staff and the results team found helpful.

The discussion then moved on to Blue Ribbon Commission compensation. Dias stated that it can be awkward to discuss compensation and stated that staff's recommendation is concurrent with the Blue Ribbon Commission's recommendation for a pay raise.

Council member Henney stated he is in favor of the recommendations but would like to further discuss the budget and staff compensation before the final decision is made.

Council member Matsumoto stated initially she was in favor of holding off on implementation; however, she has since changed her views and is in favor of the Blue Ribbon Commissions recommendation.

Council member Simpson thanked the Blue Ribbon Commission for the extensive research and felt that the new methodology was great. She is in favor of the Blue Ribbon Commission recommendations.

Council member Beerman stated he expressed his discomfort at the prior discussion and still feels that he would like to look at the whole picture with the term limits and finance campaign limits before finalizing a decision.

Council member Peek thanked the Blue Ribbon Commission for their effort along with Dr. Facer. He stated he is in favor of the compensation increase; however, he feels that the residents should continue to determine term limits with the voting process.

Mayor Thomas stated that he is in favor, reiterating that he did not realize what the pay was prior to election but is seeing how time consuming it is.

Moss spoke to the Affordable Care Act impact to the budget. She stated that HR has met with all the departments over the past year determining which positions are essential and full time.

Councilman Beerman asked about the breakdown of the total compensation package. He asked if staff had considered re-structuring this package, to lower overall cost, so we could insure all employees Moss stated that in most of these positions lowering the wage would decrease the pool of people seeking employment due to the comparisons in the area. Moss stated that there are benefits to be gained to keep some positions as full time instead of seasonal.

Council member Matsumoto stated that she is not in favor of decreasing hours to remain under the threshold of not being required to pay for insurance. She also inquired about why transit can offset some of the costs. Moss stated that she is agreement with Matsumoto regarding the hours. Staff realizes these changes will affect the lives of employees. She also touched on the budget process and revenues that transit brings in to offset some costs.

Council member Simpson stated she too is in agreement with Matsumoto and she also knows how it is to have full time positions open and a limited amount of high caliber applicants.

Council member Beerman inquired if out of the 29 recommended for benefits positions with the hybrid approach it keeps 24 positions, what happens to the other 5 positions. Moss stated that they will not be able to work more than one season.

Council member Henney stated he is in favor of the hybrid approach. Also threw out an option where the employee could have an option to get more money in hand and get their own insurance on the ACA website. Moss stated that they have looked into those options and could discuss it more.

Mayor Thomas reminded staff and Council that they are looking at human beings who are a part of this community.

Moss also went over the Pay Plan stating that it is a two year process and they have looked at other communities and have only found 25-30 positions that will need to be adjusted which speaks volumes to our competitive wages and the pay plan process.

Then spoke to the health insurance stating that we are currently covered by a rich benefit. The healthy living aspect has been a great help to keep the costs very minimal to the employee.

### **Tour of Utah Update**

Heinrich Deters, Open Space and Trails, introduced Jenny Diersen as the newest member of the Sustainability team. Deters then spoke about the Tour of Utah stating that it is all similar to the last four years. Bob Koller with the Chamber spoke to the additional stage being added in Kamas and the last stage will be hosted by the Chamber.

Council member Simpson inquired if anyone had addressed the amateurs aspect on the challenge. Deters stated they are still looking into mitigation.

### **Planning Project Schedule Update**

In lieu of time Thomas Eddington, Planning Director and Kayla Sintz, Planning Manager, skipped the presentation and went straight to questions. Council had no questions and stated they were supportive of what staff has proposed.

### **Study Session**

#### **Historic Preservation Board Joint Meeting**

Mayor and Council welcomed the Historic Preservation Board members: John Kentworthy; Gary Bush and Hope Melville. Excused members were Marian Crosby, Puggy Holmgren, Clayton Vance and David White. Kentworthy spoke to the thoughts the Historic Preservation board has discussed and wanted input from the Council on as well as request more funds for Old Town. Bush discussed sense of community and the importance of preserving this along with the architecture. Melville spoke to the grant program, stating in order to preserve the historic fabric the City had to be willing to put more money in the grant program. Kentworthy stated he knows that Main Street is working through the construction issues but stressed the need to keep the magic of Main Street alive.

Mayor Thomas inquired if there was an interest in redefining primary residence's as a recipient to the grant funding. They agreed that there would be a condition to prove long term residence. Bush spoke to the grant program as being a way to preserve the building and should not be related to primary/secondary residences. Council member Simpson spoke about funding the grants differently and decoupling it from the RDA's. Council member Peek spoke to the grant

program as a way to preserve the most buildings in town. Also inquired about the recapture of the grant funds. Sintz stated that they are recaptured at 20% for 5 years in order to minimize flipping opportunities. Council member Matsumoto stated her concerns are with the minimal amount budgeted to a project that relates to a core value. She proposed a reevaluation of the historic guidelines in reference to a project gone badly with stricter penalizations.

Council member Beerman thanked the board for attending. Then spoke to the Old Town RDA clarifying where the money is going. He then inquired from the Board what other tools they could use. Kentworthy stated that he feels open communication with the residents would be a great asset and making it fun for the public to learn about the history of Park City. Council member Simpson stated that the last time the historic guidelines were looked at there were not enough projects to analyze to have a robust conversation. They spoke to the aspects of the historic guidelines and the projects that went wrong adding in the materials aspect into the guidelines.

Council member Henney inquired about how many homes in the historic pool have not been worked on. Eddington stated that there are around 200 homes that are eligible for preservation. Henney stated that this group needs to decide what the purpose is. Kentworthy stated that the Historic board is looking at the multiple situations for families, third generations and developer vs second homeowners. Council member Simpson inquired about a revolving loan option. Mayor Thomas stated that the bottom line is the determination to preserve the historic character of the community.

### **Work Session**

#### **Historic Preservation Work Session**

Planner Grahn discussed the upcoming Preservation plan and the CRSA historic inventory project. Planning has partnered with the U of U working to have them come up and perform a survey regarding the Ski Town Historic structures. Grahn stated that the Historic Board will have a work session on May 21<sup>st</sup> with the State Architectures.

Council member Simpson inquired about the mining towers. Council member Beerman inquired if there is a plan in shoring them up to make sure they do not fall down. Harrington outlined the process regarding ownership and legal hoops to modify the documents and coordinate the balance of safety vs. status quo. Harrington stated that they needed to start with the regulatory documents to ensure which towers are in the Historic Structure Inventory and work in a cooperative function. Foster stated that the Historic Board would be the best conduit to head the cooperative effort. Discussed updating the inventory. They discussed the best steps for the structures that are in immediate danger of failing. It was discussed to have the Historic Preservation board meet with the Historic Society to get the best results the quickest.

Grahn stated the two recipients of the HPB Historic Preservation awards were: 929 Park Avenue and 515 Main Street. Grahn then updated the Council and Board on the Historic Preservation app that is being created through the IT department.

### **Regular Meeting**

6:00 pm

**I. ROLL CALL--** Mayor Jack Thomas called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, April 17, 2014. Members in attendance were Jack Thomas, Andy Beerman, Dick Peek, Liza Simpson, Tim

Henney and Cindy Matsumoto. Staff member present were Diane Foster, City Manager; Mark Harrington, City Attorney; Matt Dias, Assistant City Manager; Thomas Eddington, Planning Director; Kayla Sintz, Planning Manager; Kirsten Whetstone, Planner; Heinrich Deters, Trails and Open Space; Matt Twombly, Sustainability; Chanz Skeffington; Marci Heil, City Recorder

## **II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF**

Mayor Thomas recused himself from New Business item 2.

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

Jim Tedford- inquired about the Planning Commission staff report regarding the Library and the condition of approval to add it to the National Historic Register. His concern was that it should be done before the construction is complete.

Ruth Meitsma- stated that in reference to saving history she has watched the process of the historic building renovations. Stated that the process is great; however, there is history being lost in the field. She has documented photographs and other documentations regarding 109 Woodside and is putting together a presentation to send to Council. She encouraged them to look into adding a boots on the ground position for HDDR enforcement.

Melissa Caffey, Hope Alliance, Nann Worrel, People's Health Center, and Peregrine Bosler, Park City Foundation, spoke to the Council regarding a community garden to be built in conjunction with the Hospital's expansion. There are 5 non-profit organizations selling pavers that will line the garden. The hopes of the hospital and the non-profits is to create a healthy community and a gathering place. They thanked George Reed and Phyllis Robinson for all the help during this process.

## **IV. APPOINTMENTS AND RESIGNATIONS**

Consideration of the following Board of Adjustment appointments: Hans Fuegi for a term ending June 2018, Jennifer Franklin to fill the remainder of Mr. Ludlow's term which ends June 2016 and Travis McGhee as an alternate for a term ending June 2019.

**Council member Simpson moved to approve the following Board of Adjustment appointments: Hans Fuegi for a term ending June 2018, Jennifer Franklin to fill the remainder of Mr. Ludlow's term which ends June 2016 and Travis McGhee as an alternate for a term ending June 2019.**

**Council member Peek seconded  
Approved unanimously**

## **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)**

1. Consideration of a contract with Forsgren Associates for the Park City Heights public improvements inspections in the amount of \$131,850

**Council member Simpson moved to approve the consent agenda**

**Council member Matsumoto seconded  
Approved unanimously**

**VI. CONSIDERATION OF MINUTES FROM COUNCIL RETREAT, JANUARY 29-31, 2014  
AND MINUTES FROM APRIL 3, 2014**

**Council member Beerman moved to approve the minutes from the  
Council Retreat, January 29-31, 2014 and April 3, 2014 meeting**

**Council member Henney seconded  
Approved unanimously**

**VII. NEW BUSINESS**

1. Consideration of approval of a subdivision plat for the Park City Film Studio located at 4001 Kearns Blvd., Park City pursuant to the findings of fact, conclusions of law and conditions of approval stated in the attached ordinance in a form approved by the City Attorney.

Planner Whetstone stated that this is a subdivision plat for the Park City Film Studio and was a requirement of the phasing approval from the previous plat. Whetstone stated that there was a concern with the wetlands in the area in regards to how the construction could impact the wetlands. Council member Simpson inquired how they will provide irrigation to the site being that water lines have not been installed. Whetstone stated that upon certificate of occupancy water lines will have been brought in. It was clarified by Matt Cassel, City Engineer, that the detention pond will be adjacent to the wetlands not in the wetlands.

Mayor Thomas opened the Public Hearing.

Chis Hauge, Trialside resident, states he feels obligated to speak about this tragedy known as the movie studio. Stated that he has read the Planning Commission minutes where there was 4-3 vote for the project. He encouraged Council to find out the reason behind the split vote. He feels the Commission and Council were bullied into this project. Stated he went to the Capital with Former Mayor Williams and others to stop Erikson and this project. Then when the guard was down it slipped right in. He feels that the City is in real bad company. He would admonish the Mayor and Council to slow or defeat this project.

With no other comments Mayor Thomas closed the public hearing.

Council member Beerman inquired why the CCR's needed to be in place. Harrington stated that a provision was required prohibiting certain ambush activity at the film studio during the Sundance Film Festival and to make sure the City has an enforcement right and is sufficiently covered.

Council member Matsumoto spoke to the public comment made stating that it was a settlement agreement with the County and the City executed this project realizing that everyone did not get what they wanted but will continue to work together with the hopes that it will be a great project.

Council member Beerman stated that the City is trying to make the best of a bad situation but is a lose-lose situation. He also stated that he has been against this project from the beginning and will continue to oppose it throughout the process.

Council member Peek stated that he too opposed the annexation but being a settlement agreement through a law suit that we are far enough into the project with enough control that the City should be able to get a good project.

Harrington stated that the application before the Council is for a subdivision plat so a negative vote would have to follow the guidelines finding fact that the plat went against the Land Management Code.

Council member Henney stated that he too is against the project; however, he agrees with Beerman and Peek that the City is making the best of a bad situation.

**Council member Simpson moved to approve the subdivision plat for the Park City Film Studio located at 4001 Kearns Blvd., Park City pursuant to the findings of fact, conclusions of law and conditions of approval stated in the attached ordinance as amended with condition #7 in a form approved by the City Attorney**  
**Council member Matsumoto seconded**  
**Approved unanimously**

2. Consideration of the Risner Ridge and Risner Ridge No. 2 Plat Amendments based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the attached ordinances in a form approved by the City Attorney.

Mayor Thomas recused himself and stepped out of the Council Chambers. Planner Whetstone presented the item as a non-typical plat amendment stating that the original plat had a note added after it had been recorded and has caused an issue with developers who have searched this plat on-line. This does not change the law that relates to the plat it just clarifies it for future use.

Mayor Pro Tem Simpson inquired if there were any other instances like this out there. Harrington stated that he is confident that there are not any others.

Mayor Pro Tem Simpson opened the Public Hearing. No comments were made. Simpson closed the public hearing.

**Council member Matsumoto moved to approve the Risner Ridge and Risner Ridge No. 2 Plat Amendments based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the attached ordinances in a form approved by the City Attorney**  
**Council member Peek seconded**  
**Approved unanimously**

3. Consideration of a resolution regarding the Disposition of City Owned Property

Deters spoke to the Council regarding an annual resolution for an organizational use, planning use, transparency use and negotiation in regards to City Owned property. Council member Beerman inquired about adding affordable housing to the China Bridge and North 40 parking parcels. Foster clarified with Harrington that staff could look into that if directed by Council. Council directed staff to review those parcels for affordable housing. Deters stated that there is one transaction in the works in regards to the Rio Grande parcel that has gone before the Planning Commission.

**Council member Beerman Moved to adopt the resolution regarding  
the Disposition of City Owned Property with direction to review the China Bridge and  
North 40 parking parcels for suitability for affordable housing.**

**Council member Simpson seconded  
Approved unanimously**

4. Consideration of Addendum No. 1 to the 2014 Main Street Improvements Construction Manager at Risk Contract with Miller Paving for the Guaranteed Maximum Price of \$986,084

Matt Twombly, Sustainability, discussed the project stating that it is for the sidewalk only and the anticipated start date of this project is Monday, April 21<sup>st</sup>. They are starting at Heber and continuing South to 6<sup>th</sup> Street to lessen the impact of the outdoor dining areas of Main Street.

Council member Simpson inquired about the timeline for the completion. Twombly stated that they hope to have the project completed to the top of 5<sup>th</sup> street by June 24.

Council member Beerman thanked Twombly and staff for the great progress.

Mayor Thomas inquired about a graphic available for the public and merchants. Foster stated that IT and Craig Sanchez, Construction mitigation, are looking at using our GIS system to put up a map online to help inform the merchants.

Council member Peek inquired if the Museum's concerns regarding the plaster on the foundation were addressed. Twombly stated that it has been addressed.

**Council member Simpson moved to approve Addendum No. 1 to the 2014 Main Street  
Improvements Construction Manager at Risk Contract with Miller Paving for the  
Guaranteed Maximum Price of \$986,084**

**Council member Peek seconded  
Approved unanimously**

5. Consideration of approval of a contract with QuantiPerm, LLC not to exceed \$23,018 and approval of a contract with Central Valley Mechanical not to exceed \$49,739 for upgrades to reduce carbon footprint and operational costs to the Park City Ice Arena's water heating and treatment systems

Chanz Skeffington spoke to the Ice Arena's desire to reduce carbon footprint and operational costs to the Park City Ice Arena's water heating and treatment systems

**Council member Simpson moved to approve a contract with QuantiPerm, LLC not to  
exceed \$23,018 and approval of a contract with Central Valley Mechanical not to exceed  
\$49,739 for upgrades to reduce carbon footprint and operational costs to the Park City  
Ice Arena's water heating and treatment systems**

**Council member Beerman seconded  
Approved unanimously**

6. Consideration of an Ordinance approving the re-establishment of Lots 30 and 31 of Holiday Ranchettes Subdivision, located at 2519 and 2545 Lucky John Drive, Park City, Utah

Mayor Thomas opened the Public Hearing. There were no comments made. Mayor Thomas closed the public hearing.

**Council member Beerman moved to continue to April 24, 2014**

**Council member Peek seconded**

**Approved unanimously**

7. Consideration of approval of Snyder's addition to Park City Amended Lot 1, Block 15, located at 901 Norfolk Avenue Plat Amendment continued from March 6, 2014

Mayor Thomas opened the Public Hearing. There were no comments made. Mayor Thomas closed the public hearing.

**Council member Peek moved to continue to May 8, 2014**

**Council member Beerman seconded**

**Approved unanimously**

#### **VIII. ADJOURNMENT INTO RDA MEETING**

**Council member Peek moved to adjourn into an RDA meeting**

**Council member Beerman seconded**

**Approved unanimously**

#### **MEMORANDUM OF CLOSED SESSION**

The City Council met in a closed session at approximately 2:00 p.m. Members in attendance were Mayor Jack Thomas, Andy Beerman, Liza Simpson, Dick Peek, Cindy Matsumoto and Tim Henney. Staff members present were Diane Foster, City Manager; Matt Dias, Assistant City Manager; Mark Harrington, City Attorney; Heinrich Deter, Trails & Open Space Manager; Clint McAfee, Water Manager. **Council member Simpson moved to close the meeting to discuss Property, Litigation, and Personnel. Council member Beerman seconded. Motion carried.**

**Council member Simpson moved to open the closed session. Council member Beerman seconded. Motion 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 Marci S. Heil, City Recorder.

*Marci Heil*

Marci S. Heil, City Recorder





## City Council Staff Report

**Subject:** 2014 Water Revenue Bond Hearing  
**Author:** Nate Rockwood  
**Department:** Budget, Debt, & Grants  
**Date:** June 5, 2014  
**Type of Item:** Legislative

### **Summary Recommendations:**

Staff recommends that Council hold a public hearing related to the proposed 2014 Series Water Revenue bond issuance.

### **Topic/Description:**

Water Revenue Bond Public Hearing

### **Background:**

During the FY 2014 Budget process, City Council approved the Capital Improvement Plan (CIP) for FY 2014. The CIP included budgeted water revenue bond funding for the following FY2014 projects: Judge Water Treatment Improvements, OTIS Water Pipeline Replacement, Quinn's Water Treatment Plant, Deer Valley Drive - Water Infrastructure and Water Dept. Infrastructure Improvements.

On May 15, 2014, City Council approved a water bond resolution in the amount not to exceed \$6,000,000 for the 2014 Series Water Revenue bond issuance and set a public hearing to take place on June 5, 2014. The bond is to be issued in the amount of \$4,115,000.

### **Analysis:**

The attached bond resolution adopted by Council on May 15, 2014, set the parameters of the water revenue bond issuance and initiated the process of public notice. The resolution set the maximum issuance amount at \$6 million and defines the purpose as follows:

(I) financing the cost of various capital improvements to the system, including a water treatment plant, a pump station, transmission lines, and related facilities and improvements (the "project"), (ii) satisfying a debt service reserve requirement, and (iii) paying costs of issuance of the series 2014

The resolution also established the format for public notice, which was published in the Park Record for two consecutive weeks, the first notice not less than 14 days before the public hearing. The public notice announced a public hearing to be held on June 5, 2014, and initiated a 30-day period in which interested parties may contest the legality of the resolution or the bonds.

The resolution also established maximum terms of 5% interest, not more than 15 years, and 0% discount from par. These terms are intentionally set high to allow flexibility in the bond structure. Staff anticipates that the actual interest rate of the bond would be closer to the current rate of 3.15% than the maximum. The maturity of the bond is expected to be 15 years.

The resolution set a public hearing to be held on June 5, 2014. After the public hearing the City Manager may authorize the final terms and sale of the water revenue bonds. It is anticipated that the sale of the bonds would occur on or around June 12, 2014. Staff would proceed with the bond closing on or after June 24, 2014. The bond will be sold by competitive sale. The City has previously sold water revenue bonds by negotiated sale, however it is the recommendation of the city's financial advisor and staff that, based on the current market for water bonds, the size of the bond, and the financially sound standing of the City, a competitive sale could provide better interest rates and therefore savings to the Water Fund and water users. This will be the City's second competitive sale of a water revenue bond.

**Department Review:**

Budget, Debt & Grants; City Manager; Legal

**Alternatives:**

**A. Approve:**

Staff recommends that Council hold a public hearing related to the proposed 2014 Series Water Revenue bond issuance.

**B. Deny:**

This Bond was anticipated in the 2014 budget, not holding a public hearing would delay the sale of the bonds and consequently the Water Department would have inadequate funds to continue projects and operations this Fiscal Year.

**C. Modify:**

**D. Continue the Item:**

This would impact the bond schedule and would potential delay the sale of the bond. Proceeds from the bonds are required this fiscal year in order to meet the Water Funds obligations.

**E. Do Nothing:**

This would have a similar impact as B.

**Significant Impacts:**

A public hearing is required in order to issue the bond. This bond issuance is anticipated in the FY 2014 budget; proceeds from the bonds are required this fiscal year in order to meet the Water Funds obligations.

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

This bond was anticipated in the 2014 budget, not holding a public hearing would delay the sale of the bonds and consequently the Water Department would have inadequate funds to continue projects and operations this Fiscal Year.

**Recommendation:**

Staff recommends that Council hold a public hearing related the proposed 2014 Series Water Revenue bond issuance.

**Attachments:**

A – Bond Resolution (As adopted on 5-14-2014 - Does not include Exhibits)

**RESOLUTION NO. 12-14**

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF WATER REVENUE BONDS; DIRECTING THE PUBLICATION OF A NOTICE OF BONDS TO BE ISSUED; EXPRESSING OFFICIAL INTENT REGARDING CERTAIN CAPITAL EXPENDITURES TO BE REIMBURSED FROM THE PROCEEDS OF SUCH REVENUE BONDS; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE THAT THE BONDS MAY BEAR AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; PROVIDING FOR THE HOLDING OF A PUBLIC HEARING AND THE PUBLICATION OF A NOTICE OF PUBLIC HEARING; AUTHORIZING THE EXECUTION AND DELIVERY OF A SUPPLEMENTAL INDENTURE OF TRUST AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY FOR THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION

\*\*\*                      \*\*\*                      \*\*\*

Whereas, Park City, Utah (the "*City*") is a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah; and

Whereas, the City considers it necessary and desirable and for the benefit of the City and the users of the System (as hereinafter defined) to issue water revenue bonds as hereinafter provided for the purpose of financing the cost of acquisition, construction and completion of improvements to the water system of the City (the "*Project*").

Whereas, pursuant to and in accordance with the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "*Utah Code*") (the "*Act*"), the General Indenture of Trust, dated as of December 1, 2002 (the "*General Indenture*"), between the City and Zions First National Bank, as trustee (the "*Trustee*"), as amended and supplemented (the copy of which is attached hereto as *Exhibit A*), and a Supplemental Indenture of Trust (the "*Supplemental Indenture*" and, together with the General Indenture, the "*Indenture*"), between the City and the Trustee (the form of which is attached hereto as *Exhibit B*), the City has determined that it is in the best interest of the City to (a) issue not more than \$6,000,000 Water Revenue Bonds, Series 2014 (Bank Qualified) (the "*Bonds*") pursuant to this Resolution and the Indenture to provide funds for the purpose of (i) paying a portion of the costs of the Project, (ii) funding a debt service reserve fund and (iii) paying costs of issuance relating to the issuance, sale and delivery of the Bonds and (b) to cause the proceeds of the sale of the Bonds to be applied in accordance with the Indenture; and

Whereas, the City is authorized by the Act to enter into the Indenture and to issue the Bonds; and

WHEREAS, a notice inviting electronic bids for the purchase of the Bonds will be advertised by electronic dissemination through the PARITY® electronic bid submission system;

WHEREAS, in the opinion of the City, it is in the best interests of the City that (a) the City Manager (or, in the event of the absence or incapacity of the City Manager, the City Treasurer, or in the event of the absence or incapacity of both the City Manager and the City Treasurer, the Mayor (collectively, the "*Designated Officer*") be authorized to (i) accept or reject the bids received for the Bonds pursuant to the PARITY® electronic bid submission system and determine the best bid received that conforms to the parameters, deadlines and procedures set forth in the notice of sale prepared in connection with the advertisement for sale of the Bonds and (ii) approve the final principal amount, maturity amounts, interest rates, dates of maturity and other terms and provisions relating to the Bonds and the Bonds and to execute each Certificate of Determination containing such terms and provisions and (b) the Mayor be authorized to execute each Official Statement with respect to the Bonds; and

Whereas, Sections 11-14-316 and 11-27-4 of the Utah Code provides for the publication of a Notice of Bonds to be Issued and the City Council of the City (the "City Council") desires to publish such a Notice of Bonds to be Issued at this time in compliance with said section with respect to said Bonds;

WHEREAS, Section 11-14-318 of the Utah Code requires that a public hearing be held to receive input from the public with respect to the issuance of the Bonds and the potential economic impact that the Project will have on the private sector after giving notice of such public hearing as provided by law, and the City desires to cause the publication of such a notice; and

Whereas the expenditures relating to the Project (the "*Expenditures*") (i) have been paid from the City's Water Fund (the "*Fund*") within sixty days prior to the passage of this Resolution or (ii) will be paid from the Fund on or after the passage of this Resolution;

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

*Section 1. Issuance of Bonds.* (a) In accordance with and subject to the terms, conditions and limitations established by the Act and in the Indenture and for the purposes set forth herein, a series of water revenue bonds of the City is hereby authorized to be issued in the aggregate principal amount of Six Million Dollars (\$6,000,000). Such series of bonds shall be designated "*Water Revenue Bonds, Series 2014 (Bank Qualified)*." If the Designated Officer determines that the principal amount to be issued shall be less than \$6,000,000, then the principal amount of such series of bonds shall be limited to the amount so determined by the Designated Officer.

The Bonds shall be dated as of their date of original issuance and delivery (the "*Dated Date*"), shall mature on the dates and in the principal amounts, and shall bear interest from the Dated Date, payable semiannually on June 15 and December 15 in each year, at the interest rates

provided in the Certificate of Determination, a form of which is attached hereto as *Exhibit C* (the "*Certificate of Determination*"). The Bonds shall be issued in authorized denominations and shall be executed and payable as provided in the Indenture.

(b) There is hereby delegated to the Designated Officer, subject to the limitations contained in this Resolution, the power to determine and effectuate the following with respect to the Bonds and the Designated Officer is hereby authorized to make such determinations and effectuations:

(i) the aggregate principal amount of the Bonds; *provided* that the aggregate principal amount of the Bonds shall not exceed \$6,000,000;

(ii) the maturity date or dates and principal amount of each maturity of the Bonds to be issued; *provided, however*, that the final maturity of all Bonds shall not be later than sixteen years from their date or dates;

(iii) the interest rate or rates of the Bonds, *provided, however*, that the interest rate or rates to be borne by any Bond shall not exceed five percent (5.00%) per annum;

(iv) the sale of the Bonds to the purchaser of the Bonds (the "*Purchaser*") and the purchase price to be paid by the Purchaser for the Bonds; *provided, however*, that the discount from par of the Bonds shall not exceed zero percent (0.00%) (expressed as a percentage of the principal amount);

(v) the Bonds, if any, to be retired from mandatory sinking fund redemption payments and the dates and the amounts thereof;

(vi) the optional redemption date of the Bonds, if any;

(vii) the use and deposit of the proceeds of the Bonds; and

(viii) any other provisions deemed advisable by the Designated Officer not materially in conflict with the provisions of this Resolution.

Immediately following the date and time specified in the Official Notice of Bond Sale attached to the Official Statement for the receipt of bids for the purchase of the Bonds, the Designated Officer shall obtain such information as he or she deems necessary to make such determinations as provided above and to determine the bid of the responsible bidder that results in the lowest effective interest rate to the City (the "*Best Bidder*"). Thereupon, the Designated Officer shall make such determinations as provided above, shall award the bid to the Best Bidder and shall execute the Certificate of Determination containing such terms and provisions of the Bonds, which execution shall be conclusive evidence of the awarding of such bid to the Best Bidder and the action or determination of the Designated Officer as to the matters stated therein. If the Designated Officer determines that it is in the best interest of the City, the Designated Officer may (1) waive any irregularity or informality in any bid or in the electronic bidding process; and (2) reject any and all bids for the Bonds.

(c) The Bonds shall be subject to redemption prior to maturity as provided in the Indenture.

(d) The form of the Bonds set forth in the Supplemental Indenture, subject to appropriate insertion and revision in order to comply with the provisions of the Indenture, is hereby approved.

(e) The Bonds shall be special obligations of the City, payable from and secured by a pledge and assignment of the Net Revenues (as defined in the Indenture) derived by the City from the operation of its System (as defined in the Indenture) for the distribution of water, and certain funds established under the Indenture, subject to the application of the Net Revenues upon the terms and conditions set forth in the Indenture. The Bonds shall not be obligations of the State of Utah or any other political subdivision thereof, other than the City, and neither the faith and credit nor the taxing or appropriation power of the State of Utah or any political subdivision thereof, including the City, is pledged to the payment of the Bonds. The Bonds shall not constitute general obligations of the City or any other entity or body, municipal, state or otherwise.

*Section 2. Approval of General Indenture and Approval and Execution of Supplemental Indenture.* The General Indenture and the Supplemental Indenture, in substantially the forms attached hereto as *Exhibits A* and *B*, respectively, are hereby authorized and approved, and the Mayor is hereby authorized, empowered and directed to execute and deliver the Supplemental Indenture on behalf of the City, and the City Recorder is hereby authorized, empowered and directed to attest such execution and to countersign, and to affix the seal of the City to the Supplemental Indenture, with such changes to the Supplemental Indenture from the forms attached hereto as are approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval. The provisions of the General Indenture and the Supplemental Indenture, as executed and delivered, are hereby incorporated in and made a part of this resolution. The General Indenture and the Supplemental Indenture shall constitute a "system of registration" for all purposes of the Registered Public Obligations Act of Utah.

*Section 3. Approval of Continuing Disclosure Undertaking.* A Continuing Disclosure Undertaking relating to each series of Bonds (the "*Continuing Disclosure Undertaking*"), in substantially the form attached hereto as *Exhibit D* is hereby authorized and approved, and the Mayor is hereby authorized, empowered and directed to execute and deliver each Continuing Disclosure Undertaking on behalf of the City, and the City Recorder is hereby authorized, empowered and directed to affix the seal of the City and to attest such seal, with such changes to each Continuing Disclosure Undertaking from the form attached hereto as are approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval.

*Section 4. Approval of Official Statement.* (a) An Official Statement of the City is hereby authorized in substantially the form presented at this meeting and in the form attached hereto as *Exhibit E* (the "*Official Statement*"), with such changes, omissions, insertions and revisions as the Mayor shall deem advisable, including the completion thereof with the information established at the time of the sale of the Bonds by the Designated Officer and set forth in the Certificate of Determination. The Mayor shall sign and deliver the Official

Statement to the Purchaser for distribution to prospective purchasers of the Bonds and other interested persons. The approval of the Mayor of any such changes, omissions, insertions and revisions shall be conclusively established by the Mayor's execution of the Official Statement.

(b) The use and distribution of an Official Statement in preliminary form (the "*Preliminary Official Statement*"), in substantially the form presented at this meeting and in the form attached hereto as *Exhibit E*, is hereby authorized and approved, with such changes, omissions, insertions and revisions as the City Treasurer shall deem advisable. The Mayor, the City Recorder and the City Treasurer are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to deem final the Preliminary Official Statement within the meaning and for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission, subject to completion thereof with the information established at the time of each series of Bonds. The Mayor, the City Recorder and the City Treasurer are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to provide for the issuance, sale and delivery of the Bonds, and any actions taken thereby for purposes of deeming each Official Statement to be final for purposes of Rule 15c2-12 of the Securities and Exchange Commission are hereby authorized, ratified and confirmed.

*Section 5. Other Certificates and Documents Required to Evidence Compliance with Federal Tax Laws.* Each of the Mayor and the City Recorder is hereby authorized and directed to execute such other certificates and documents as are required to evidence compliance with the federal laws relating to the tax-exempt status of interest on the Bonds.

*Section 6. Other Actions With Respect to the Bonds.* The officers and employees of the City shall take all action necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all action necessary in conformity with the Act to carry out the issuance of the Bonds including, without limitation, the execution and delivery of any documents required to be delivered in connection with the sale and delivery of the Bonds. If (a) the Mayor or (b) the City Recorder shall be unavailable to execute or attest and countersign, respectively, the Bonds or the other documents that they are hereby authorized to execute, attest and countersign the same may be executed, or attested and countersigned, respectively, (i) by the Mayor pro tempore or (ii) by any Deputy City Recorder.

*Section 7. Notice of Bonds to be Issued.* In accordance with the provisions of Section 11-14-316 of the Local Government Bonding Act, the City Recorder shall cause the "Notice of Bonds to be Issued," in substantially the form attached hereto as *Exhibit F*, to be published one time in *The Park Record*, a newspaper of general circulation in the City, and shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in her office for public examination during the regular business hours of the City until at least thirty (30) days from and after the date of publication thereof.

For a period of thirty (30) days from and after publication of the Notice of Bonds to be Issued, any person in interest shall have the right to contest the legality of this Resolution or the Bonds hereby authorized or any provisions made for the security and payment of the Bonds.

After such time, no one shall have any cause of action to contest the regularity, formality or legality of this Resolution or the Bonds or any provisions made for the security and payment of the Bonds for any cause.

*Section 8. Public Hearing.* (a) In satisfaction of the requirements of Section 11-14-318 of the Local Government Bonding Act, a public hearing shall be held by the City to receive input from the public with respect to the issuance by the City of the Bonds for the purposes set forth in Section 1 hereof and the potential economic impact of the Project on the private sector.

(b) The City Recorder shall cause the "Notice of Public Hearing," in substantially the form attached hereto as *Exhibit G*, to be published (a) once each week for two consecutive weeks in *The Park Record*, a newspaper of general circulation in the City, with the first publication being at least 14 days prior to the date set for the public hearing and (b) on the Utah Public Notice Website no less than 14 days before the public hearing described in this Section.

*Section 9. Reimbursement.* For the purpose of satisfying certain requirements under the Internal Revenue Code of 1986, the City reasonably expects to reimburse the Expenditures with the proceeds of the Bonds to be issued in the maximum principal amount of \$6,000,000.

*Section 10. Resolution Irrepealable.* Following the execution and delivery of the Indenture, this resolution shall be and remain irrepealable until the Bonds and the interest thereon shall have been fully paid, cancelled, and discharged.

*Section 11. Severability.* If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

*Section 12. Effective Date.* This resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the City Council of Park City, Utah, this 15<sup>th</sup> day of May, 2014.

PARK CITY, UTAH

By Jack Thomas  
Mayor

[SEAL]

ATTEST AND COUNTERSIGN:

By Maristheil  
City Recorder



APPROVED AS TO FORM:

By MDH  
City Attorney

## City Council Staff Report



**Subject:** Broph's Place Condominiums  
**Author:** Francisco Astorga, Planner  
**Project Number:** PL-14-02269  
**Date:** June 5, 2014  
**Type of Item:** Administrative – Condominium Record of Survey Plat

### **Summary Recommendations**

Staff recommends the City Council hold a public hearing and consider approving the a Broph's Place Condominium Record of Survey Plat located on 500 Deer Valley Drive based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

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

### **Description**

**Applicant:** Edward F. Brophy, owner  
represented by Eileen B. Kintner, daughter  
**Location:** 500 Deer Valley Drive  
**Zoning:** Residential (R-1)  
**Adjacent Land Uses:** Residential  
**Reason for Review:** Condominium Record of Survey Plats require Planning Commission review and City Council review and action

### **Proposal**

The property owner proposes to record a Condominium Record of Survey Plat for the existing duplex to create two (2) separate dwelling units which would allow the property owner to sell each unit individually.

### **Background**

On March 21, 2014 the City received a completed application for the Broph's Place Condominiums Record of Survey. The property is located at 500 Deer Valley Drive in the Residential (R-1) District. The subject property consists of Lots 15 and 16, Block 63 of the Park City Survey. The lots were not platted in the traditional Old Town configuration (25'x75'), see Exhibit E – County Tax Map.

In 1995 Ed Brophy built a duplex on the property. In the 1990's the City did not require the property owner to combine the lots in order to entertain a building permit. A duplex is currently an allowed use in the R-1 District. The proposed Condominium Record of Survey plat would memorialize each portion of the duplex as a separate unit while at the same time it removes the lot line which bifurcates the structure. No exterior changes are

proposed.

In March 2013 the property owner received a business license from the City to operate an Elder Care Home facility. The LMC indicates that this type of use is exempt from specific LMC regulations regarding Group Care Facilities provided that the maximum number of elderly persons receiving care does not exceed eight (8). The owner agreed to this threshold which if exceed would require a Conditional Use Permit to be reviewed and approved by the Planning Commission.

During the May 14, 2014, Planning Commission meeting the Commission forwarded a positive recommendation to City Council. The recommendation consisted of a unanimous vote.

### **District Purpose**

The purpose of the Historic Residential R-1 District is to:

- A. allow continuation of land Uses and architectural scale and styles of the original Park City residential Area,
- B. encourage Densities that preserve the existing residential environment and that allow safe and convenient traffic circulation,
- C. require Building and Streetscape design that minimizes impacts on existing residents and reduces architectural impacts of the automobile,
- D. require Building design that is Compatible with the topographic terrain and steps with the hillsides to minimize Grading,
- E. encourage Development that protects and enhances the entry corridor to the Deer Valley Resort Area,
- F. provide a transition in Use and scale between the Historic Districts and the Deer Valley Resort; and
- G. encourage designs that minimize the number of driveways accessing directly onto Deer Valley Drive.

### **Analysis**

A condominium is not a type of use but a form or ownership. The following requirements apply to duplex dwellings in the R-1 District:

- Minimum lot size: 3,750 square feet, 4,308 square feet, complies.
- Minimum lot width: 37.5 feet, 79 feet, complies.
- Minimum front yard setback: 20 feet, 10 feet, does not comply as it exists.
- Minimum rear yard setback: 10 feet, 5 feet, does not comply as it exists.
- Minimum side yard setbacks: 5 feet, 5 feet, complies.
- Maximum building height: 32 feet, 28 feet, complies

- Minimum parking requirements: 2 per units, 2 per unit, complies.
- The building sits on top of the lot line, does not comply

Staff recognizes that the duplex does not comply with current Land Management Code (LMC) development standards regarding front and side yard setbacks and because it sits on a lot line. Staff was able to locate the original building permit when the City authorized construction of the duplex in 1995. The building permit indicates that the duplex met the requirements of the 1995 LMC and because the structure has remain as is with no variations regarding the two (2) current non-compliances (front yard and rear yard setbacks) the City identifies the structure as a legal non-compliant which allows the structure to remain as is per LMC Chapter 9 Non-Complying Structures.

After thorough review of the LMC Chapter 9, Staff has determined that there are no provisions that would prohibit a Condominium Record of Survey plat to be approved for a non-complying structure. The proposed record of survey also removes the common lot line between Lots 15 and 16.

Staff finds good cause for the Condominium Record of Survey Plat as the lot line bifurcating the existing structure will be removed and the form of ownership is not detrimental to the overall character of the neighborhood. No exterior changes are proposed. This application allows unit 1 to be 2,118 square feet and unit 2 to be 1,232 square feet. Common spaces include the roof, foundation, exterior walls, and shared staircase.

#### Condominium Conversions

LMC § 15-4-12 indicates that existing structures shall not be converted to condominium ownership without first receiving the review and recommendation of the Planning, Engineering and Building Departments, City Attorney, and Record of Survey plat approval from the City. Furthermore, required public improvements and landscaping shall be completed at the time of conversion or security provided to ensure completion as provided by ordinance. The structure must be brought into substantial compliance with the Building code as a condition precedent to plat approval.

Public improvements were completed during the summer of 2013. According to the Building Department, the structure was originally built as a duplex in 1995 and is in substantial compliance with applicable Building Codes.

#### Process

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

#### Department Review

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

**Notice**

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record according to requirements of the Land Management Code.

**Public Input**

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

**Alternatives**

- The City Council may approve the Broph's Place Condominiums Record of Survey Plat as conditioned or amended; or
- The City Council may deny the Broph's Place Condominiums Record of Survey Plat and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on the Broph's Place Condominiums Record of Survey Plat; or
- The City Council may remand the item back to the Planning Commission for specific discussion on topics and/or findings.

**Significant Impacts**

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

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

The site would remain as is and the property owner would not have the option to sell the units individually.

**Summary Recommendation**

Staff recommends the City Council hold a public hearing and consider approving the a Broph's Place Condominium Record of Survey Plat located on 500 Deer Valley Drive based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

**Exhibits**

Exhibit A – Draft Ordinance with Proposed Plat

Exhibit B – Applicant's Project Description

Exhibit C – Aerial Photograph

Exhibit D – Survey

Exhibit E – County Tax Map

**Ordinance No. 14-XX**

**AN ORDINANCE APPROVING THE BROPH'S PLACE CONDOMINIUMS LOCATED AT 500 DEER VALLEY DRIVE, PARK CITY, UTAH.**

WHEREAS, the owner of the property located at 500 Deer Valley Drive has petitioned the City Council for approval of the record of survey plat; and

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

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

WHEREAS, the Planning Commission held a public hearing on May 14, 2014, to receive input on plat amendment; and

WHEREAS, the Planning Commission, on May 14, 2014, forwarded a recommendation to the City Council; and,

WHEREAS, on June 5, 2014, the City Council held a public hearing to receive input on the plat amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Broph's Place Condominiums Record of Survey Plat.

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

**SECTION 1. APPROVAL.** The Broph's Place Condominiums Record of Survey Plat as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

**Findings of Fact:**

1. The property is located at 500 Deer Valley Drive.
2. The property is in the Residential (R-1) District.
3. The property consists of Lots 15 and 16, Block 63 of the Park City Survey.
4. In 1995 the property owner built a duplex on the property.
5. In the 1990's the City did not require the property owner to combine the lots in order to obtain a building permit.
6. A duplex is currently an allowed use in the R-1 District.
7. The proposed condominium Record of Survey plat memorializes each dwelling unit within the duplex as a separate unit that can be leased or owned separately.
8. A condominium is not a type of use but a form of ownership.

9. The duplex does not meet the minimum requirements of front and rear yard setbacks of 20 and 10 feet, respectively.
10. When the duplex was built in 1995 it met the front and rear yard setback requirements of 10 and five feet, respectively, as was required by the Land Management Code at the time of the permit.
11. The structure is considered a legal non-complying structure because it does not meet current development standards but was legally constructed.
12. There are no provisions that would prohibit approval of a Condominium Record of Survey plat for a legal non-complying structure.
13. The proposed record of survey plat removes the common lot line between Lots 15 and 16 and separates the duplex into two (2) separate units.
14. This application allows unit 1 to be 2,118 square feet and unit 2 to be 1,232 square feet.
15. Common spaces include the roof, foundation, exterior walls, and shared staircase.
16. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

**Conclusions of Law:**

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

**Conditions of Approval:**

1. The City Attorney and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. A 10 foot (ten foot) wide public snow storage easement shall be provided along Deer Valley Drive.
4. A tie breaker mechanism shall be included in the CC&Rs.

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

PASSED AND ADOPTED this 5<sup>th</sup> day of June, 2014.

PARK CITY MUNICIPAL CORPORATION

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Jack Thomas, MAYOR

ATTEST:

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Marci Heil, City Recorder

APPROVED AS TO FORM:

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Mark Harrington, City Attorney

**Attachment 1** – Proposed Plat



## SURVEYOR'S CERTIFICATE

I, Martin A. Morrison, certify that I am a Registered Land Surveyor and that I hold Certificate No. 4938739, as prescribed by the laws of the State of Utah, and that by authority of the owner, I have prepared this Record of Survey map of the BROPH'S PLACE SUBDIVISION and that the same has been or will be monumented on the ground as shown on this plat.

## BOUNDARY DESCRIPTION

LOTS 15 AND 16, BLOCK 63, PARK CITY SURVEY (and as Amended), according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

ALSO, beginning at the easternmost corner of said Lot 16; and running thence North 70 degrees 38'00" West along the northeasterly line of said Lots 15 and 16, 65.76 feet to the back of an existing curb; thence South 82 degrees 31'48" East along a curb line 2.26 feet; thence South 70 degrees 38'00" East parallel with the northeasterly line of said Lots 15 and 16, 64.05 feet to the intersection with the northeasterly extension of the southeasterly line of said Lot 16; thence South 66 degrees 22'00" West 0.68 feet to the point of beginning.

## OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that the undersigned owner of the herein described tract of land, to be known hereafter as BROPH'S PLACE SUBDIVISION, does hereby certify that he has caused this Plat to be prepared, and I, Edward F. Brophy, Trustee of the Edward F. Brophy Trust, UTAD 7/26/06, does hereby consent to the recording of this Plat.

ALSO, the owner or its representative, hereby irrevocably offers for dedication to the city of Park City all the streets, land for local government uses and easements shown on the plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set his hand this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Edward F. Brophy, Trustee

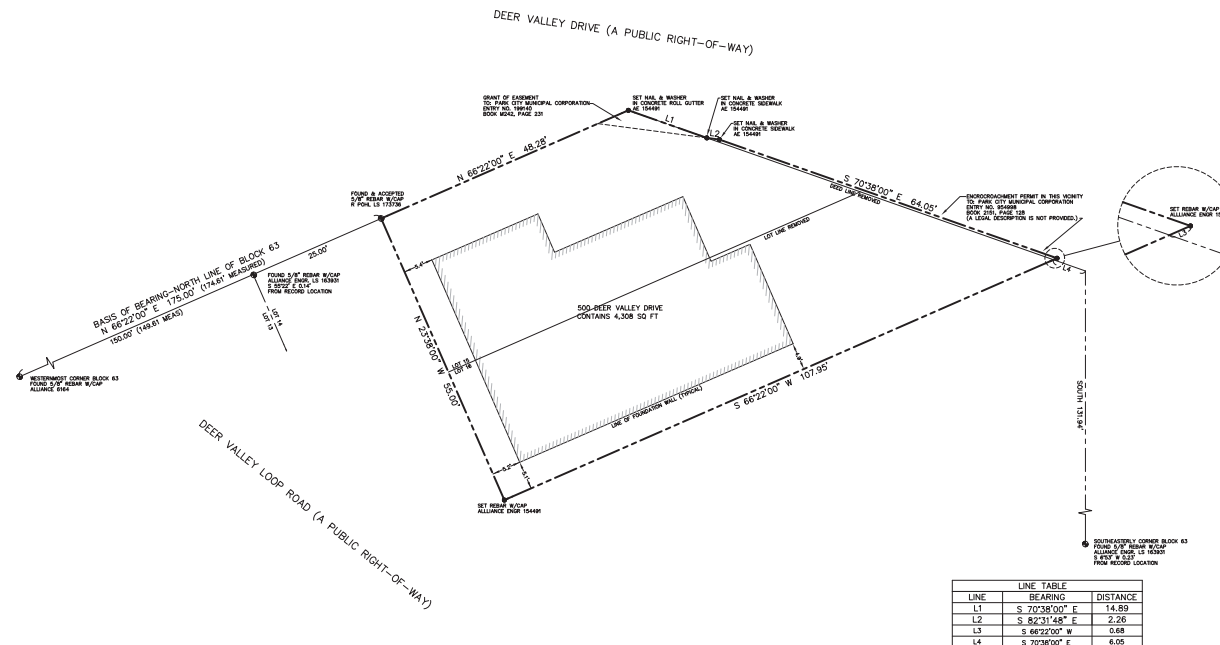
## ACKNOWLEDGMENT

State of \_\_\_\_\_;  
County of \_\_\_\_\_;

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, Edward F. Brophy personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Edward F. Brophy acknowledged to me that he is the trustee of the Edward F. Brophy Trust, and that he signed the above and foregoing Owner's Dedication and Consent to Record on behalf of said Trust; and that he has been duly appointed as Trustee by the Declaration of the Trust and that he has executed this document in his capacity as Trustee as the act of said Trust for the purpose set forth herein.

A Notary Public commissioned in Utah

Printed Name \_\_\_\_\_  
Residing In: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



LOTS 15 & 16 IN BLOCK 63, PARK CITY SURVEY

## BROPH'S PLACE CONDOMINIUMS

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



SHEET 1 OF 2

|                                                                                                                                 |                                                                                                                                                                                                 |                                                                                                                           |                                                                                                                                                                        |                                                                                                              |                                                                                                                                                                  |                                                                                                                                          |                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <br>(435) 649-8487<br>CONSULTING ENGINEERS LAND PLANNERS SURVEYORS<br>323 Main Street, P.O. Box 2664 Park City, Utah 84060-2664 | SNYDERVILLE BASIN WATER RECLAMATION DISTRICT<br>REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2014 A.D.<br>BY _____ S.B.W.R.D. | PLANNING COMMISSION<br>APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2014 A.D.<br>BY _____ CHAIR | ENGINEER'S CERTIFICATE<br>I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2014 A.D.<br>BY _____ PARK CITY ENGINEER | APPROVAL AS TO FORM<br>APPROVED AS TO FORM THIS _____ DAY OF _____, 2014 A.D.<br>BY _____ PARK CITY ATTORNEY | CERTIFICATE OF ATTEST<br>I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2014 A.D.<br>BY _____ PARK CITY RECORDER | COUNCIL APPROVAL AND ACCEPTANCE<br>APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2014 A.D.<br>BY _____ MAYOR | RECORDED<br>STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____<br>DATE _____ TIME _____ BOOK _____ PAGE _____<br>ENTRY NO. _____ FEE _____ RECORDER _____ |
|                                                                                                                                 | JOB NO.: 11-10-13 FILE: X:\ParkCitySurvey\dwg\plot2013\111013.dwg                                                                                                                               |                                                                                                                           |                                                                                                                                                                        |                                                                                                              |                                                                                                                                                                  |                                                                                                                                          |                                                                                                                                                                           |



|              | UNIT #1    | UNIT #2    |
|--------------|------------|------------|
| GARAGE LEVEL | 568 SQ FT  | 552 SQ FT  |
| MAIN LEVEL   | 737 SQ FT  | 680 SQ FT  |
| ATTIC LEVEL  | 813 SQ FT  | 0 SQ FT    |
| TOTAL        | 2118 SQ FT | 1232 SQ FT |



-  PRIVATE OWNERSHIP
-  COMMON OWNERSHIP

BROPH'S PLACE  
CONDOMINIUMS

SHEET 2 OF 2

JOB NO.: 11-10-13 FILE: X:\ParkCitySurvey\dwg\sr\plat2013\111013.dwg

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT THE REQUEST OF \_\_\_\_\_

DATE \_\_\_\_\_ TIME \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

DATE \_\_\_\_\_ TIME \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

|          |     |          |
|----------|-----|----------|
| ENTRY NO | FFF | RECORDER |
|----------|-----|----------|

## Exhibit B – Applicant's Project Description

### Project Intent and Scope of Work

The property at 500 Deer Valley Drive is two units joined by a common entry way and located on two lots in Park City. The east side is larger, and lived in by my father. The west side is available for rentals. We would like to separate these units to be able to sell them both to different owners or to keep one in the family and sell the other, if we desire. Currently, my father has a single mortgage covering both units. In the future, we may want the opportunity to only encumber one unit, or to hold separate mortgages on both units.

For the foreseeable future, my 85 year old father, Ed Brophy, will own and live in the home, and we will operate the assisted living home the city previously approved for this property. At some point in the future, our 81 year old mother would like to move to Park City and occupy the smaller unit located on the west side. If my father predeceases my mother, we want to have a home for our mother to live in for the rest of her life. When both parents have passed, my sisters would like to keep one unit and possibly sell the other.

The city informed us we had to apply as a condominium to divide the properties into two separate units. For the above reasons, we request this separation of properties. This request will not impact the current building, occupancy limits, zoning, or other city restrictions to incur this division.

Thank you for considering this request, Eileen Kintner on behalf of Ed Brophy



Exhibit C – Aerial Photograph



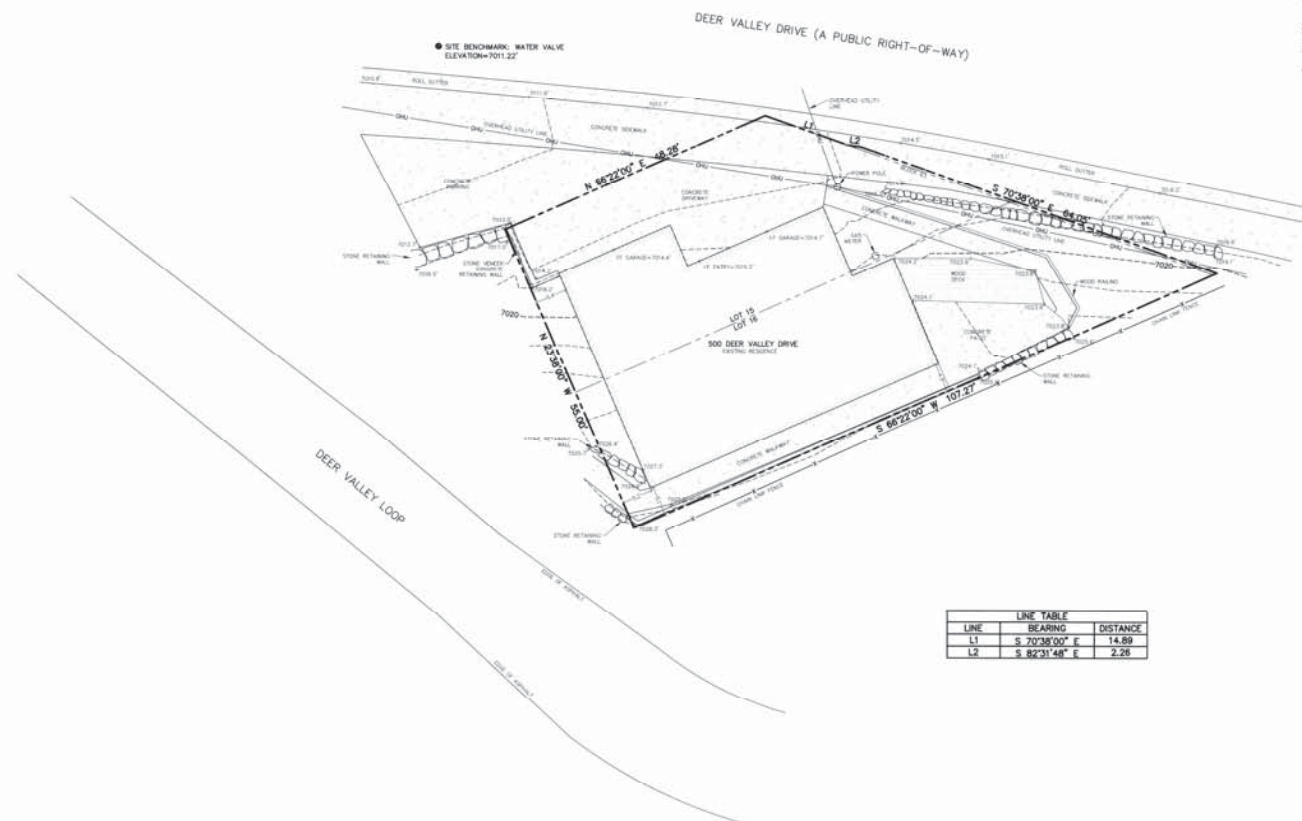


SURVEYOR'S CERTIFICATE

I, Martin Allen Marston, do hereby certify that I am a registered land surveyor and that I hold certification no. 4638739 as prescribed under the laws of the State of Utah. I further certify that a topographic survey has been made under my direction of the lands shown and described hereon. I further certify that this topographic survey is a correct representation of the land surveyed at the time the field work was completed and is in compliance with generally accepted industry standards for accuracy.

## NOTES

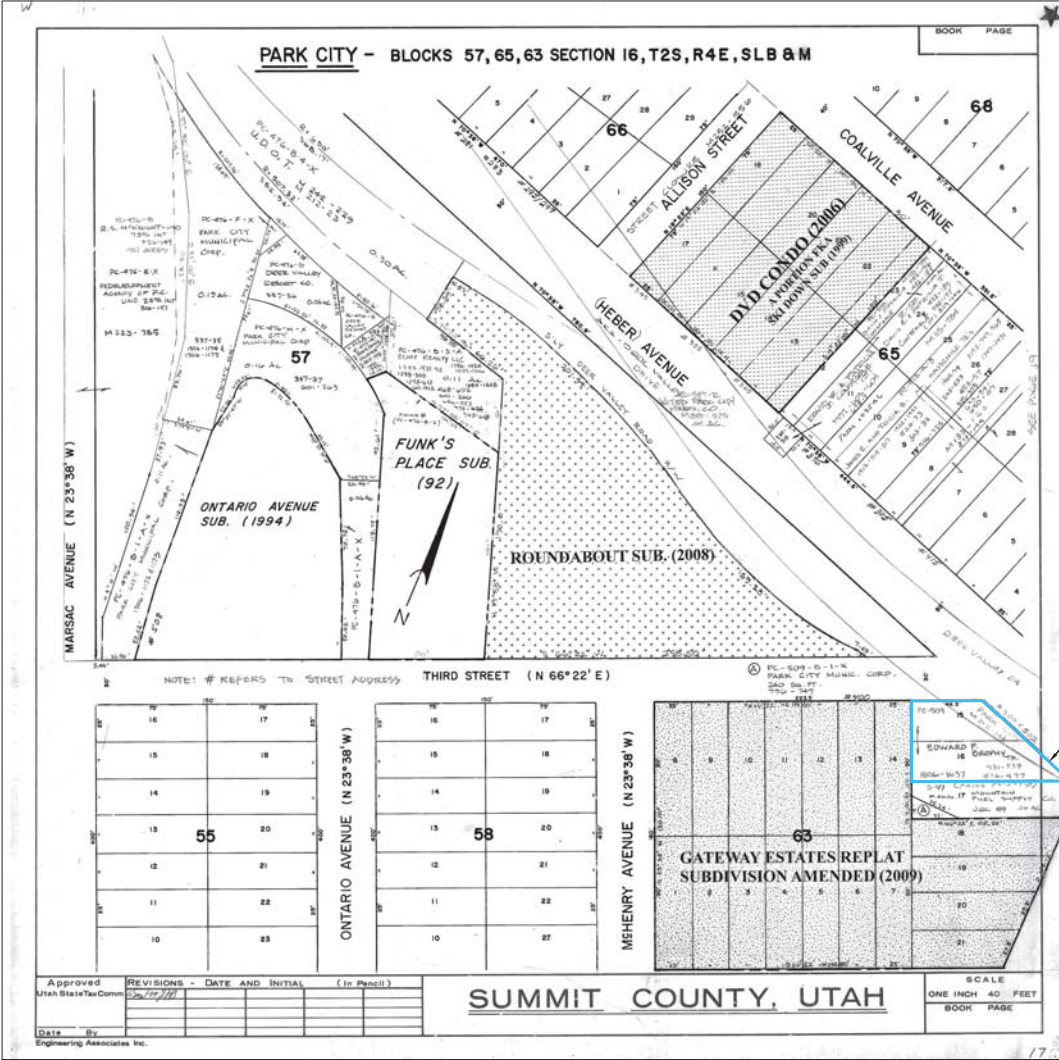
1. Site Benchmark: Water Valve  
Elevation=2011.22'
2. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
3. This topographic map is based on a field survey performed on November 5, 2013.
4. Property corners were set.



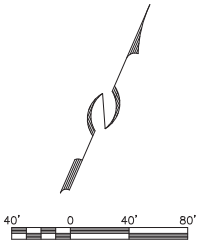
| LINE TABLE |               |          |
|------------|---------------|----------|
| LINE       | BEARING       | DISTANCE |
| L1         | S 70°38'00" E | 14.89    |
| L2         | S 82°31'48" E | 2.26     |



|                                                                                                             |                                                                               |                                                                                                                                                                                                                                        |                                 |
|-------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
|  <p>(435) 648-9457</p> | <p><b>STAFF:</b><br/>MARSHALL KING<br/>BARTY MORRISON<br/>HARRISON HOLLEY</p> | <p>EXISTING CONDITIONS AND TOPOGRAPHIC MAP<br/>500 DEER VALLEY DRIVE<br/>LOTS 15&amp;16, BLOCK 63, PARK CITY SURVEY</p> <p>FOR: EILEEN KINTNER</p> <p>JOB NO.: 11-10-13</p> <p>FILE: X:\ParkCitySurvey\dwg\env\topo2013\111013.dwg</p> | <p>SHEET<br/>1<br/>OF<br/>1</p> |
| <p>CONSULTING ENGINEERS LAND PLANNERS SURVEYORS</p>                                                         | <p>DATE: 11/20/13</p>                                                         |                                                                                                                                                                                                                                        |                                 |
| <p>103 Main Street P.O. Box 284 Park City, Utah 84060-0284</p>                                              |                                                                               |                                                                                                                                                                                                                                        |                                 |



SUBJECT  
PROPERTY



|                                                                                                                                                                                                                   |                                                                               |                                                                                                                                                                         |                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| <br><small>CONSULTING ENGINEERS LAND PLANNERS SURVEYORS<br/>323 Main Street P.O. Box 2654 Park City, Utah 84060-2654</small> | <small>(435) 648-9457</small><br>STAFF:<br>MARSHALL KING<br><br>DATE: 1/14/14 | OWNERSHIP PLAT<br>500 DEER VALLEY DRIVE<br><br>FOR: EILEEN KINTNER<br>JOB NO.: 11-10-13<br>FILE: X:\ParkCitySurvey\dwg\Exhibits\500 deer valley drive-ownership map.dwg | SHEET<br>1<br>OF<br>1 |
|                                                                                                                                                                                                                   |                                                                               |                                                                                                                                                                         |                       |
|                                                                                                                                                                                                                   |                                                                               |                                                                                                                                                                         |                       |

## City Council Staff Report



**Subject:** 919 Woodside Avenue Subdivision  
**Author:** Christy J. Alexander, AICP, Planner II  
**Date:** June 5, 2014  
**Type of Item:** Administrative – Plat Amendment  
**Project Number:** PL-14-02296

### **Summary Recommendations**

Staff recommends the City Council hold a public hearing and consider approving the 919 Woodside Avenue Subdivision, located at 919 Woodside Avenue, based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

### **Description**

**Applicant:** Jack & Louise Mahoney, owners, represented by Craig Elliott & Carla Lehigh, Elliott Workgroup, architects  
**Location:** 919 Woodside Avenue  
**Zoning:** Historic Residential (HR-1)  
**Adjacent Land Uses:** Single-Family Residential  
**Reason for Review:** Plat amendments require Planning Commission review and City Council action

### **Proposal**

The applicant is requesting a Plat Amendment for the purpose of removing the existing interior lot line between Lot 5 and the southerly half of Lot 6 on Block 10 of the Snyder's Addition to the Park City survey. The owner owns both properties which had a historic single-family home built in 1904 sitting across the lot lines. The historic home was demolished in 2010 with a Financial Guarantee and Preservation Plan in place requiring full reconstruction of the home (identified as 'Significant' on the Historic Sites Inventory) after demolition. The lots are zoned Historic Residential 1 (HR-1). The amendment is a request to reconfigure one and a half (1.5) platted lots into one (1) lot of record which will enable the historic home to be reconstructed.

### **Purpose**

The purpose of the HR-1 District is to:

- (A) Preserve present land Uses and character of the Historic residential areas of Park City,
- (B) Encourage the preservation of Historic Structures,

- (C) Encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District and maintain existing residential neighborhoods,
- (D) Encourage single family development on combinations of 25' x 75' Historic Lots,
- (E) Define development parameters that are consistent with the General Plan policies for the Historic core, and
- (F) Establish development review criteria for new development on Steep Slopes which mitigate impacts to mass and scale and the environment.

### **Background**

On March 26, 2014 the applicant submitted a complete application for the 919 Woodside Avenue Subdivision plat amendment, to combine one and half (1.5) lots into one (1) lot of record. The property is located at 919 Woodside Avenue in the Historic Residential (HR-1) District. The site is currently vacant; however, there is a Financial Guarantee to reconstruct a historic home (identified as 'Significant' on the Historic Sites Inventory). An interior lot line is proposed to be removed to create a one (1) lot Subdivision of 2,812.5 square feet in size. The proposed home is currently being reviewed under a separate Historic District Design Review application for reconstruction with a possible addition.

This project has been in the works for 5 years and has a lot of history with it. Below is a detailed timeline of events that have occurred to date:

- On May 7, 2009 the City Council along with Chief Building Official and other City representatives visited threatened historic properties in town which had been subject to neglect. 919 Woodside was one of the properties visited on that date.
- On May 11, 2009 the property owners of 919 Woodside were sent a *Notice and Order to Repair, Vacate or Demolish Building* by the Chief Building Official. The property owners were notified of the dangerous condition in which the building was in and were given a timeframe of which to respond to documenting and removing the structure.
- On June 30, 2009 in response to the Chief Building Official's Order of Notice to Demolish/Repair, a Preservation Plan was submitted documenting the existing historic structure. The Preservation Plan was approved by staff on October 30, 2009. A Financial Guarantee for \$131,500 was recorded as a lien on the property prior to demolishing the structure.
- On August 14, 2009 Elliott Workgroup submitted a Historic District Design Review application which included an addition to the historic structure. The application was closed on April 28, 2010 due to inactivity. The applicant representative indicated the project was put on hold and a new design may be submitted at a future date.
- On August 18, 2010 a permit was issued to remove the dangerous structure. The Financial Guarantee includes a timeline of events of which an application for building permit be submitted within 24 months of demolition permit, or by August 18, 2012. The Preservation Plan only related to the original historic structure and

did not contemplate additions proposed to the structure. Any modification to the original design would trigger an additional historic review (HDDR).

- On February 16, 2011 Elliott Workgroup submitted a Pre-Application, as required, in order to design an addition to 919 Woodside. The proposed design concept was different than the August 14, 2009. On February 23, 2011 the applicant representatives met with the Design Review Team as part of the regular agenda. At this meeting the applicant representative indicated they proposed moving the historic structure in order to accommodate a design at the rear of the property, among other changes.
- The architect was made aware of the LMC and Historic District design guideline requirements limiting moving a historic structure and was asked to turn in additional information with their full Historic District Design Review responding to the LMC and Guideline requirements.
- Following the pre-application meeting, a complete application for a Historic District/Site Design Review (HDDR) was received on March 17, 2011. In that application, Applicant requested that the reconstructed historic structure be moved six (6) feet towards Woodside Avenue to accommodate a rear addition.
- A Plat Amendment application was also received on March 17, 2011 and was deemed complete on March 21, 2011. The plat was reviewed at the Development Review Committee on April 12, 2011. There is no further record as to what happened to the plat amendment application as it was not taken to the Planning Commission.
- Staff notified the interim acting Chief Building Official and Planning Director of the request to move the historic structure. Prior to reviewing the rest of the application, the Building Official and Planning Director reviewed the application and the 'unique conditions' submitted in regards to the request to relocate the historic structure. On April 27, 2011 they found the site did not meet the criteria as outlined in the LMC and Historic Guidelines for relocation. An Action Letter of Denial to relocate was sent to the Project Representative on April 28, 2011.
- On May 9, 2011, the applicant submitted a written appeal (Exhibit A) pursuant to Chapter 15-1-18(A) of the Land Management Code. Appeals made within ten (10) days of the staff's determination of compliance with the Design Guidelines are heard by the Historic Preservation Board (HPB).
- On June 15, 2011 The Historic Preservation Board heard the appeal of staff's determination and voted to deny the request to move the historic structure.
- No further revised plans were submitted and the applicant never received an HDDR approval for an addition to the home, nor did the applicant ever receive plat approval or reconstruct the home.
- In early January 2014, a neighbor notified staff that the home at 919 Woodside Ave was never reconstructed as per the Preservation Plan. After some research a Notice of Non-Compliance was sent to the applicant on January 31, 2014 by certified mail.
- On March 4, 2014 the applicant's representative mentioned the applicant had received the Notice of Non-Compliance and wishes to move forward on the project before further action is taken. The applicant's representative submitted a

Historic District Design Review Pre-app for an addition to the home and requested permission to move the structure as was previously requested in 2011.

- On March 12, 2014 the applicant representatives met with the Design Review Team. At this meeting the applicant representative indicated they proposed moving the historic structure in order to accommodate a design at the rear of the property, among other changes along with interest to move forward on the plat amendment. They requested to know if moving the structure would be possible given their previous denial in 2011.
- On March 19, 2014 Staff determined that the applicant would still not be allowed to move the historic structure and that any proposed addition would need to comply with current LMC requirements. The applicant agreed to redesign the addition and submitted a new HDDR application and Plat Amendment application on March 26, 2014.
- Also on March 19, 2014 Staff set a deadline that the applicant must submit their HDDR and Plat applications within 7 days from the March 19, 2014 email (which the applicant met) and then they must record the plat within 30 days of plat approval and submit an application for a building permit within 30 days of HDDR and plat approval, whichever comes first. The applicant then has 90 days to pull a building permit from the time of application. They must keep the building permit active and receive a certificate of occupancy on the home within 12 months from the time they pulled the building permit. If this timeline is not adhered to then the City reserves the right to declare default and claim all the funds described in the Encumbrance and Agreement for Historic Preservation for 919 Woodside Avenue dated July 2, 2010.

The Planning Commission voted unanimously on May 14, 2014 to forward a positive recommendation to City Council for the 919 Woodside Avenue Plat Amendment.

### **Analysis**

The proposed plat amendment creates one (1) lot of record consisting of 2,812.5 square feet total. The minimum lot area for a single-family dwelling is 1,875 square feet. The minimum lot area for a duplex is 3,750 square feet. There is currently a Preservation Plan and Financial Guarantee in place to reconstruct the historic home built in 1904.

The minimum lot width allowed in the district is twenty-five feet (25'). The proposed width for the Lot will be thirty-seven and a half (37.5') feet. The proposed lot will meet the lot and site requirements of the HR-1 District described below.

| <b>Required</b>          | <b>Permitted by LMC</b>                                                             |
|--------------------------|-------------------------------------------------------------------------------------|
| Lot Size                 | Minimum of 1,875 square feet. The lot as proposed will contain 2,812.5 square feet. |
| Building Footprint       | 1200.67 square feet for the Lot (based on the lot area of 2,812.5 square feet).     |
| Front/rear yard setbacks | 10 feet minimum, 20 feet total (based on the lot depth of 75 feet).                 |

|                       |                                                                                                                                                                                                                                                                                                                                           |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Side yard setbacks    | 3 feet minimum, 6 feet total (based on the lot width of 37.5 feet).                                                                                                                                                                                                                                                                       |
| Height                | 27 feet above existing grade, maximum. 35 feet above existing grade is permitted for a single car garage on a downhill lot upon Planning Director approval.                                                                                                                                                                               |
| Height (continued)    | A Structure shall have a maximum height of thirty five feet (35') measured from the lowest finish floor plane to the point of the highest wall top plate that supports the ceiling joists or roof rafters.                                                                                                                                |
| Final grade           | Final grade must be within four (4) vertical feet of existing grade around the periphery of the structure.                                                                                                                                                                                                                                |
| Vertical articulation | A ten foot (10') minimum horizontal step in the downhill façade is required unless the First Story is located completely under the final Grade on all sides of the Structure. The horizontal step shall take place at a maximum height of twenty three feet (23') from where Building Footprint meets the lowest point of existing Grade. |
| Roof Pitch            | Between 7:12 and 12:12. A roof that is not part of the primary roof design may be below the required 7:12 roof pitch                                                                                                                                                                                                                      |
| Parking               | Zero off-street parking spaces per historic dwelling required.                                                                                                                                                                                                                                                                            |

Staff has identified that the historic single-family home to be reconstructed does not meet current LMC standards outlined above such as the side yard and rear yard setbacks, but because it's a reconstruction of a historic home on the inventory, it is a legal complying structure. The applicant states his intentions are to reconstruct and build an addition onto the existing historic miner's cabin which was built in 1904 which was located at 919 Woodside Ave. The proposed plat amendment will not create any new non-conforming situations. This plat amendment is consistent with the Park City LMC and applicable State law regarding subdivision plats.

### **Good Cause**

Planning Staff finds there is good cause for this plat amendment. Removing the property line will allow proper reconstruction of the historic home and will bring the property into compliance with the approved Preservation Plan. The plat amendment will also utilize best planning and design practices, while preserving the character of the

neighborhood and of Park City and furthering the health, safety, and welfare of the Park City community.

Staff finds that the plat will not cause undo harm to adjacent property owners and all future development will be reviewed for compliance with requisite Building and Land Management Code requirements, and Historic District Design Guidelines.

### **Department Review**

This project has gone through an interdepartmental review. There were no issues raised by any of the departments or service providers regarding this proposal that have not been addressed by the conditions of approval.

### **Notice**

The property was posted and notice was mailed to property owners within 300 feet in accordance with the requirements in the LMC on April 30, 2014. Legal notice was also published in the Park Record and on the public notice website in accordance with the requirements of the LMC.

### **Public Input**

Staff has not received public input on this application at the time of this report that has not been mitigated. Public input may be taken at the regularly scheduled Council meeting scheduled for June 5, 2014.

### **Process**

Approval of this application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18. A Building Permit is publicly noticed by posting of the permit.

### **Alternatives**

- The City Council may approve the 919 Woodside Avenue Subdivision as conditioned or amended; or
- The City Council may deny the 919 Woodside Avenue Subdivision and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on the 919 Woodside Avenue Subdivision to a date certain and provide direction to the applicant and/or staff to provide additional information necessary to make a decision on this item.

### **Significant Impacts**

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

### **Consequences of not taking the Suggested Recommendation**

The proposed plat amendment would not be recorded and the lot at 919 Woodside Avenue would remain as is without the ability to reconstruct the historic home over the lot.

### **Recommendation**

Staff recommends the City Council hold a public hearing and consider approving the 919 Woodside Avenue Subdivision based on the findings of fact, conclusions of law, and conditions of approval as stated in the draft ordinance.

**Exhibits**

Exhibit A – Draft Ordinance with Proposed Plat

Exhibit B – Ownership Plat

Exhibit C – Topographical Survey completed in 2009 prior to demolition of home

Exhibit D – Vicinity Map/Aerial Photograph with Existing Conditions & Streetscape Images

## **Exhibit A – Draft Ordinance with Proposed Plat**

Ordinance 14-

### **AN ORDINANCE APPROVING THE 919 WOODSIDE AVENUE SUBDIVISION PLAT LOCATED AT 919 WOODSIDE AVENUE, PARK CITY, UTAH.**

WHEREAS, the owner of the properties known as Lot 5 and the south half of Lot 6 in Block 10, Snyder's Addition to Park City Survey, located at 919 Woodside Avenue, have petitioned the City Council for approval of the 919 Woodside Avenue Subdivision; and

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

WHEREAS, proper legal notice was sent to all affected property owners according to the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on May 14, 2014 to receive input on the proposed subdivision;

WHEREAS, on May 14, 2014 the Planning Commission forwarded a positive recommendation to the City Council; and,

WHEREAS, on June 5, 2014 the City Council held a public hearing on the proposed 919 Woodside Avenue Subdivision; and

WHEREAS, it is in the best interest of Park City, Utah to approve the proposed 919 Woodside Avenue Subdivision.

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

**SECTION 1. APPROVAL.** The above recitals are hereby incorporated as findings of fact. The 919 Woodside Avenue Subdivision, as shown in Exhibit A, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

#### **Findings of Fact:**

1. The property is located at 919 Woodside Avenue within the Historic Residential (HR-1) District.
2. On March 26, 2014, the applicant submitted an application for a plat amendment to amend one and a half (1.5) lots containing a total of 2,812.5 square feet into one (1) lot of record which will remove an existing lot line and enable the historic home to be reconstructed without sitting on the lot line.
3. The proposed Lot will contain 2,812.5 square feet.

4. The application was deemed complete on March 26, 2014.
5. The HR-1 zone requires a minimum lot area of 1,875 square feet for a single-family dwelling and 3,750 square feet for a duplex.
6. Based on the lot area, the maximum footprint allowed for the Lot is 873.8 square feet.
7. The properties have frontage on and access from Woodside Avenue.
8. The Lot contains a Preservation Plan to reconstruct a historic single family dwelling in the same location as it was located before being demolished in 2010.
9. As conditioned, the proposed plat amendment does not create any new non-complying or non-conforming situations.
10. The plat amendment secures public snow storage easements across the frontage of the lots.

Conclusions of Law:

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

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County within 30 days from the date of City Council approval. If recordation has not occurred within 30 days' time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The applicant must record the plat within 30 days of plat approval and submit an application for a building permit within 30 days of HDDR and plat approval, whichever comes first. The applicant then has 90 days to pull a building permit from the time of application. The applicant must keep the building permit active and receive a certificate of occupancy on the home within 12 months from the time they pulled the building permit. If this timeline is not adhered to then the City reserves the right to declare default and claim all the funds described in the Encumbrance and Agreement for Historic Preservation for 919 Woodside Avenue dated July 2, 2010.
4. No building permit for any work shall be issued unless the applicant has first made application for a Historic District Design Review and a Steep Slope CUP application if applicable.
5. Modified 13-D sprinklers will be required for new construction by the Chief Building Official at the time of review of the building permit submittal and shall be noted on the final mylar prior to recordation.

6. A 10 foot (10') wide public snow storage easement is required along the frontage of the lots with Woodside Avenue and shall be shown on the plat.
7. The historic structure shall be reconstructed exactly as was approved in the October 30, 2009 Preservation Plan and Financial Guarantee and any proposed addition would need to comply with current LMC requirements and HDDR guidelines.

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

PASSED AND ADOPTED this \_\_\_\_ day of June, 2014

PARK CITY MUNICIPAL CORPORATION

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

ATTEST:

\_\_\_\_\_  
Marci Heil, City Recorder

APPROVED AS TO FORM:

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

EXHIBIT A - PROPOSED PLAT



SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed by the laws of the State of Utah, and that by authority of the owner, I have prepared this Record of Survey map of the 919 WOODSIDE AVENUE SUBDIVISION and that the same has been or will be monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.

John Demkowicz

Date

BOUNDARY DESCRIPTION

ALL of LOT 5 and the south half of LOT 6, BLOCK 10, SNYDERS ADDITION TO PARK CITY, according to the official plat thereof, on file and of record in the office of the Summit County Recorder.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that MAHONEY ENTERPRISES, L.P., a California limited partnership, the undersigned owner of the herein described tract of land to be known hereafter as 919 WOODSIDE AVENUE SUBDIVISION, does hereby certify that it has caused this Plat Amendment to be prepared. MAHONEY ENTERPRISES, L.P., hereby consents to the recordation of this Plat Amendment. ALSO, the owner, or its representative, hereby irrevocably offers for dedication to the City of Park City all the streets, land for local government uses, easements, parks, and required utilities and easements shown on the plat in accordance with an irrevocable offer of dedication.

IN WITNESS WHEREOF, the undersigned set his hand this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

MAHONEY ENTERPRISES, L.P., a California limited partnership

Jack Mahoney, Manager

ACKNOWLEDGMENT

State of \_\_\_\_\_ ss.  
County of \_\_\_\_\_

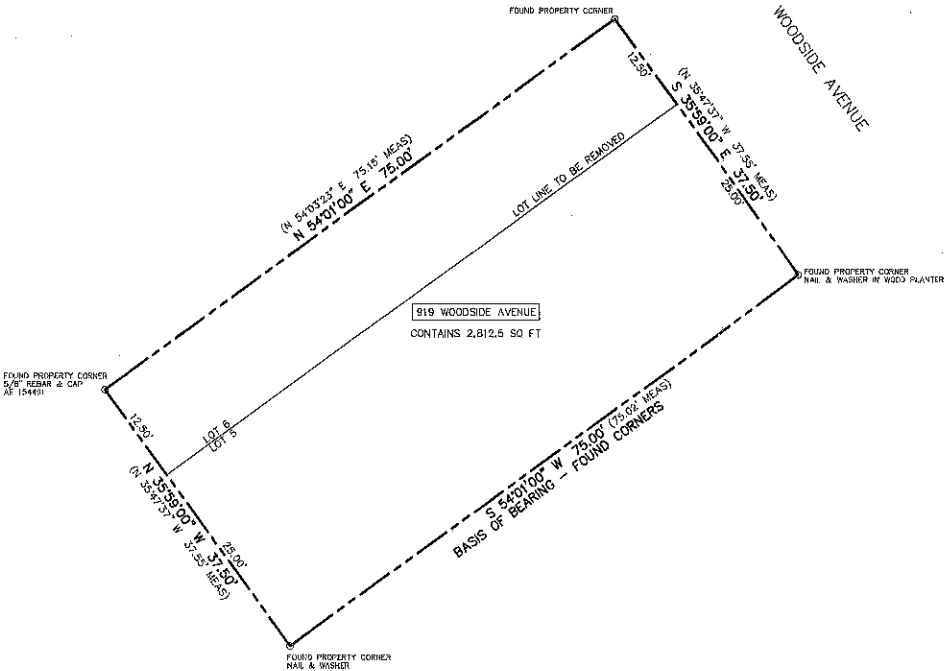
On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, Jack Mahoney personally appeared before me, the undersigned Notary Public in and for said state and county. Having been duly sworn, Jack Mahoney acknowledged to me that he is the managing member of MAHONEY ENTERPRISES, L.P., a California limited partnership, and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

A Notary Public commissioned in Utah

Printed Name

Residing In

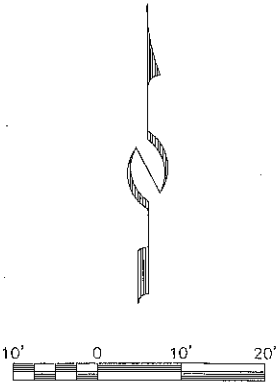
My commission expires



A PARCEL COMBINATION PLAT  
A COMBINATION OF LOT 5 & THE SOUTH HALF OF 6 IN BLOCK 10, SNYDER'S ADDITION

919 WOODSIDE AVENUE SUBDIVISION

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



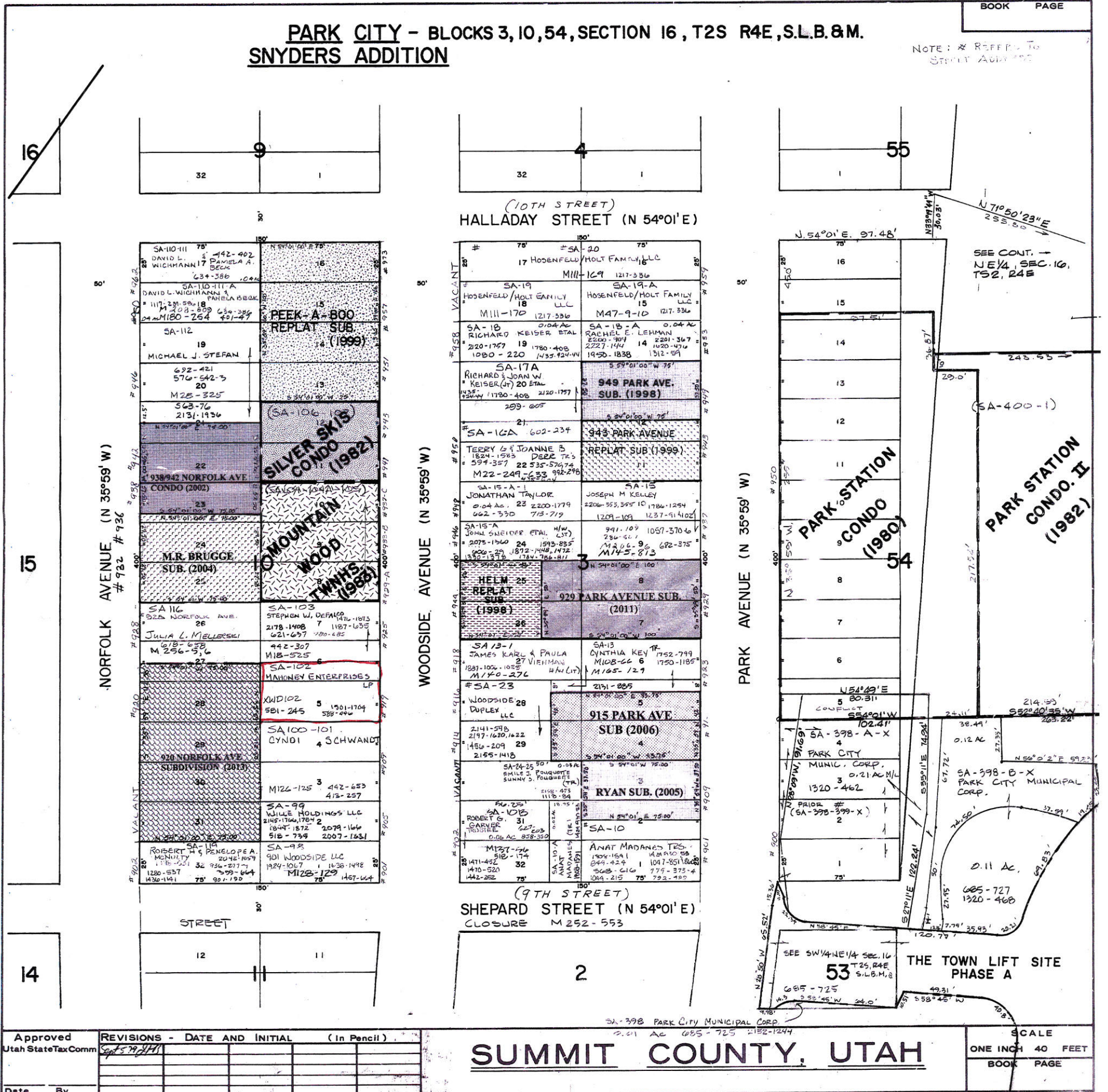
SHEET 1 OF 1

3/1/11 JOB NO.: 9-6-09 FILE: X:\SnydersAddition\dwg\sr\plat2009\050609.dwg

|                                                                                                                                     |                                                                                                                                                                                                                |                                                                                                                                             |                                                                                                                                                                                       |                                                                                                                             |                                                                                                                                                                                 |                                                                                                                                                         |                                                                                                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>(435) 949-9467<br/>CONSULTING ENGINEERS LAND PLANNERS SURVEYORS<br/>323 Main Street P.O. Box 2664 Park City, Utah 84060-2664</p> | <p>SNYDERVILLE BASIN WATER RECLAMATION DISTRICT</p> <p>REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2011 A.D.</p> <p>BY _____ S.B.W.R.D.</p> | <p>PLANNING COMMISSION</p> <p>APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2011 A.D.</p> <p>BY _____ CHAIRMAN</p> | <p>ENGINEER'S CERTIFICATE</p> <p>I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2011 A.D.</p> <p>BY _____ PARK CITY ENGINEER</p> | <p>APPROVAL AS TO FORM</p> <p>APPROVED AS TO FORM THIS _____ DAY OF _____, 2011 A.D.</p> <p>BY _____ PARK CITY ATTORNEY</p> | <p>CERTIFICATE OF ATTEST</p> <p>I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2011 A.D.</p> <p>BY _____ PARK CITY RECORDER</p> | <p>COUNCIL APPROVAL AND ACCEPTANCE</p> <p>APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2011 A.D.</p> <p>BY _____ MAYOR</p> | <p>RECORDED</p> <p>STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ BOOK _____ PAGE _____</p> <p>FEE _____ RECORDER _____</p> |
|-------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|

PARK CITY - BLOCKS 3, 10, 54, SECTION 16, T2S R4E, S.L.B.&M.  
SNYDERS ADDITION

NOTE: \* REFERS TO  
STREET ADDRESS



# EXHIBIT C - TOPOGRAPHICAL SURVEY FROM 2009 PRIOR TO DEMOLITION

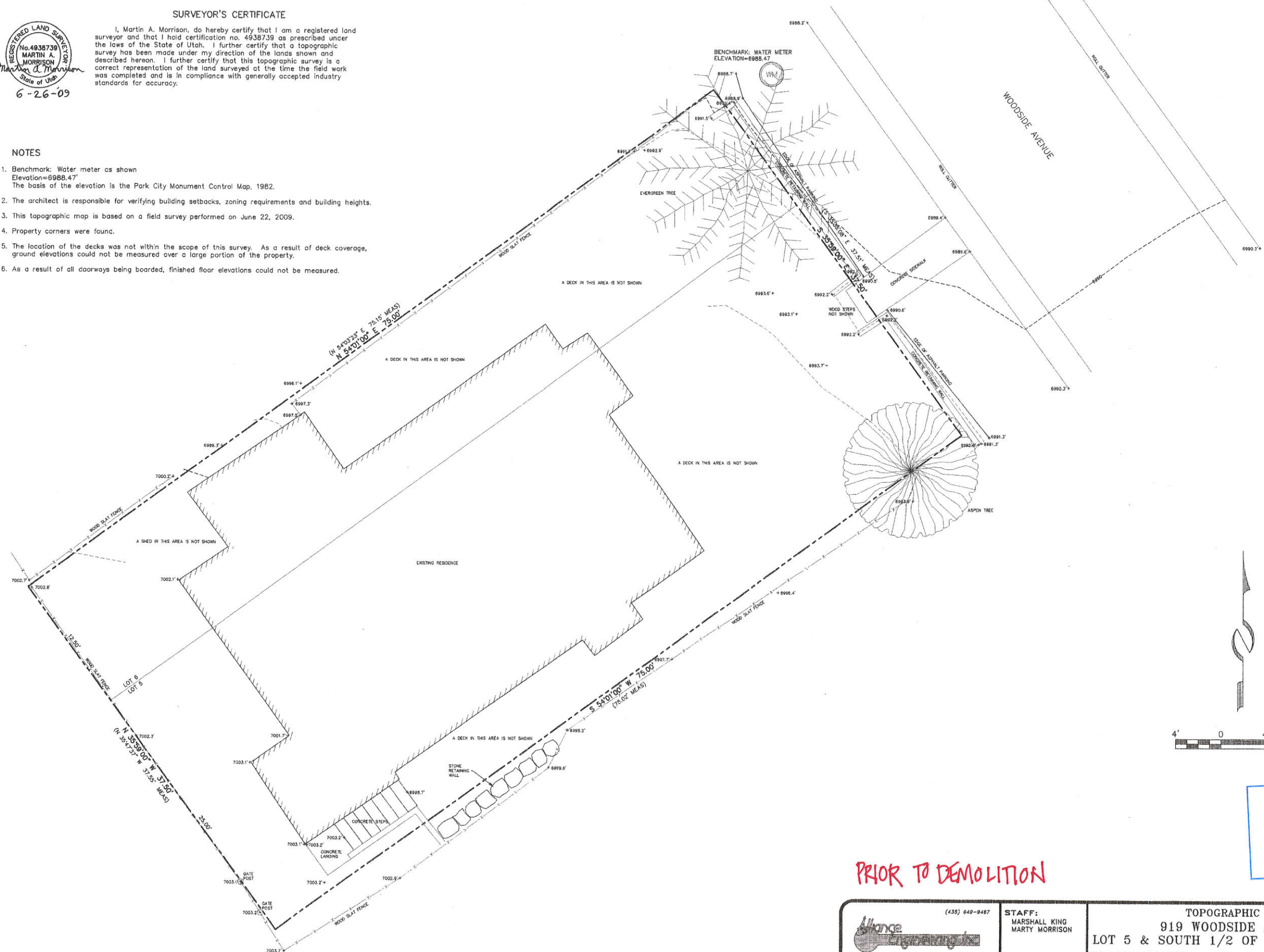


## SURVEYOR'S CERTIFICATE

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

## NOTES

1. Benchmark: Water meter as shown  
Elevation=6988.47'  
The basis of the elevation is the Park City Monument Control Map, 1982.
2. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
3. This topographic map is based on a field survey performed on June 22, 2009.
4. Property corners were found.
5. The location of the decks was not within the scope of this survey. As a result of deck coverage, ground elevations could not be measured over a large portion of the property.
6. As a result of all doorways being boarded, finished floor elevations could not be measured.



PRIOR TO DEMOLITION

|                                                                                                                                |                                                                              |                                                                                                                                                                                                            |                              |
|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| <br>(435) 649-9487<br>CONSULTING ENGINEERS LAND PLANNERS SURVEYORS<br>323 Main Street P.O. Box 2864 Park City, Utah 84060-2864 | <b>STAFF:</b><br>MARSHALL KING<br>MARTY MORRISON<br><br><b>DATE:</b> 6/26/09 | <b>TOPOGRAPHIC MAP</b><br>919 WOODSIDE AVENUE<br>LOT 5 & SOUTH 1/2 OF LOT 6, BLOCK 10<br><b>FOR:</b> JACK MAHONEY<br><b>JOB NO.:</b> 5-6-09<br><b>FILE:</b> X:\SnydersAdditlen\dwg\arv\topo2009\050809.dwg | <b>SHEET</b><br>1<br>OF<br>1 |
|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|

# EXHIBIT D - VICINITY MAP/AERIAL PHOTOS/STREETSCAPE IMAGES



1 Existing Streetscape  
SCALE: N.T.S.



2 Aerial View  
SCALE: N.T.S.



SUBJECT  
PROPERTY

|                                                                                                                                                                                                                   |                               |                                                                                                                          |                                                                                |                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|-----------------------------------------------------|
| <br><small>CONSULTING ENGINEERS LAND PLANNERS SURVEYORS<br/>325 Main Street P.O. Box 2664 Park City, Utah 84060-2664</small> | <small>(435) 649-9467</small> | <b>STAFF:</b><br>MARSHALL KING                                                                                           | <b>AERIAL PHOTOGRAPH</b><br>919 WOODSIDE AVENUE<br>BLOCK 10, SNYDER'S ADDITION | <b>RECEIVED</b><br><b>APR 17 2011</b><br>SHEET<br>1 |
|                                                                                                                                                                                                                   | <b>DATE:</b> 3/3/11           | <b>FOR:</b> JACK MAHONEY<br><b>JOB NO.:</b> 5-6-09<br><b>FILE:</b> X:\SnydersAddition\dwg\Exhibits\919woodside-ortho.dwg | <b>PARK CITY</b><br>PLANNING DEPT.                                             | OF<br>1                                             |

STREET VIEW

835-899 Woodside Ave  
Park City, UT 84060 - approximate address



Woodside Avenue © 2014 Google

## City Council Staff Report



PLANNING DEPARTMENT

**Subject:** Gigaplat Replat  
**Author:** Kirsten A. Whetstone, MS, AICP  
**Date:** June 5, 2014  
**Type of Item:** Administrative – Plat Amendment  
**Project Number:** PL-12-01744

### **Summary Recommendations**

Staff recommends the City Council hold a public hearing and consider approving the Gigaplat Replat being a Re-Subdivision of Lots 25a, 25b, and Parking Lot F of the Prospector Square Supplemental Amended Plat, located at 1897 Prospector Avenue, based on the findings of fact, conclusions of law and conditions of approval as found in the attached Ordinance.

### **Description**

**Applicant:** Prospector Square POA; IGM, LLC; and Foghorn Leghorn, LTD, owners and co-applicants  
**Applicant representative:** Alliance Engineering, Inc.  
**Location:** 1893 and 1897 Prospector Avenue  
**Zoning:** General Commercial (GC) District  
**Adjacent Land Uses:** Commercial, residential condominiums, Rail Trail  
**Reason for Review:** Plat amendments require Planning Commission review and City Council action

### **Proposal**

The applicant is requesting a plat amendment (Exhibit A) for the purpose of re-subdividing Lots 25a, 25b, Parking Lot F, and an associated walkway area of the Prospector Square Supplemental Amended Plat (Exhibit B), in order to relocate the two developable lots, reconfigure the common parking area, and provide for access to the lots compliant with access requirements in the Land Management Code. There are three property owners involved in this application, including the Prospector Square Owner Association (POA), who held a vote and have given consent to this plat amendment application. The lots are zoned General Commercial (GC). On May 14, 2014, the Planning Commission conducted a public hearing and voted unanimously to forward a positive recommendation to the City Council.

### **Purpose**

The purpose of the General Commercial (GC) District is to:

(A) allow a wide range of commercial and retail trades and Uses, as well as offices, Business and personal services, and limited Residential Uses in an Area that is

convenient to transit, employment centers, resort centers, and permanent residential Areas,

(B) allow Commercial Uses that orient away from major traffic thoroughfares to avoid strip commercial Development and traffic congestion,

(C) protect views along the City's entry corridors,

(D) encourage commercial Development that contributes to the positive character of the City, buffers adjacent residential neighborhoods, and maintains pedestrian Access with links to neighborhoods, and other commercial Developments,

(E) allow new commercial Development that is Compatible with and contributes to the distinctive character of Park City, through Building materials, architectural details, color range, massing, lighting, landscaping and the relationship to Streets and pedestrian ways,

(F) encourage architectural design that is distinct, diverse, reflects the mountain resort character of Park City, and is not repetitive of what may be found in other communities, and

(G) encourage commercial Development that incorporates design elements related to public outdoor space including pedestrian circulation and trails, transit facilities, plazas, pocket parks, sitting Areas, play Areas, and Public Art.

### **Background**

On December 10, 2012, the City received an application for an amendment to the Prospector Square Supplemental Amended Plat, recorded at Summit County on December 26, 1974, including the proposed plat, existing plat, existing conditions survey, vicinity map and photos, and letter explaining the requested amendment (Exhibits A-F). Staff requested a letter from the Prospector Square POA indicating that there had been a vote of the POA in favor of the requested plat amendment, as Lot F is owned by the POA. The application was on hold until the applicant provided the letter (Exhibit G) and to resolve utility and easement issues that came up at the Development Review meeting held on January 22, 2013. The application was deemed complete on January 14, 2014 with receipt of the affirmation of sufficient interest signed by the Prospector Square Property Owners Association representative Dean Berrett.

Previously, the City Council approved a similar reconfiguration of Lots in the area of Parking Lot G. That plat was approved on May 28, 2009 and the amended plat was recorded at Summit County on May 18, 2010 (Exhibit H).

On May 14, 2014, the Planning Commission conducted a public hearing and voted unanimously to forward a positive recommendation to the City Council (Exhibit K).

## **Analysis**

The property, consisting of Lots 25a, 25b, and Parking Lot F (Prospector Square) and the associated walkway parcel, are located at 1893 and 1897 Prospector Avenue in the General Commercial (GC) zoning district. Lots 25a and 25b are vacant, undeveloped privately owned lots. Parking Lot F is utilized as a shared parking lot for the Prospector Square Property Owners Association (POA). Owners of the lots and the Prospector Square POA, as owner of Parking Lot F and the associated walkway, are co-applicants on this application.

The proposed plat amendment reconfigures Lots 25a, 25b and Parking Lot F of the Prospector Square Supplemental Amended Plat (Exhibits A-D). Two lots of comparable square footage (known as 25a-R and 25b-R or as Giga-a and Giga-b, as labeled on the draft plat exhibit) are created from a portion of Parking Lot F and the existing lots (25a and 25b) become part of the reconfigured Lot F for parking.

Existing Lots 25a and 25b become part of reconfigured Parking Lot F and new Lots 25a-R and 25b-R (known on the draft plat as Giga-a and Giga-b) are created along Prospector Avenue and along the Rail Trail.

No additional development lots or density are created and the total square footage of the development lots and the allowable development area remains the same. The proposed Lots 25a-R and 25b-R contain the same lot area as existing Lots 25a and 25b, specifically 4,950 square feet and 5,760 square feet respectively. Lots 24 a and 24 b remain unchanged and are not part of this plat amendment. No basements are proposed.

The plat amendment also reconfigures a POA owned walkway parcel located west of the existing lots, as requested by the POA. A note on the plat describes allowed uses of the POA owned common parking lot and walkway.

There is no net loss of parking as a result of the reconfiguration of these lots. There are currently 99 parking spaces and the reconfigured plat will allow a configuration of 110 common parking spaces within Parking Lot F for a net increase of eleven (11) spaces. Approximately twenty of the parking spaces are contemplated within the boundaries of Lot 25b; to be located under a future planned building (Exhibit H). No basements are proposed for the future lots. The parking under the building is proposed at the ground level, with the building situated above. Parking for future development on Lots 25a and 25b is already provided by the Prospector Square Development within shared Parking Lots A-G which are spread throughout the Prospector Square Subdivision area. Development of these lots is not required to provide more parking, however if they desire to provide additional parking it can be provided within the boundaries of the lots as ground level parking does not count against the allowed FAR of two (2).

The lots in their current configuration do not technically have the ability to receive building permits because the lots do not have frontage on a street or private access easement connecting the lots to a street. This is a typical problem throughout

Prospector Square Subdivision and was recently addressed with a similar plat amendment for Lots 48a-48e and Parking Lot G (Exhibit H). The existing plat does not call the parking lots out as access easements and it has been understood that the lots have access through the parking lots, but the easements are not platted. Easements for access and utilities are provided with the amended plat. Existing utilities are identified on Exhibit J.

Parking Lot F currently exists adjacent to Silver Creek and partially within the flood plain area. The owner of future Lot Giga-b applied to the State Engineer for streamside construction permit for work that will not extend beyond the existing pavement of Parking Lot F and was granted an Order of the State Engineer (Exhibit I) outlining all requirements for such work. Staff recommends a condition of approval stating that future development on Lot Giga-b is required to comply with the Order of the State Engineer regarding streamside construction application number 12-35-50SA and shall be noted on the plat prior to recordation. Any work within the stream, such as for stream rehabilitation, requires appropriate permits as well. The applicant is not proposing any construction work in the stream corridor. Portions of the property are located within the flood plain of Silver Creek as identified on the FEMA maps as Area A and Area X. Flood plain certificates, per the Chief Building Official, depending on the type of construction and occupancies, shall be provided to the Building Department prior to issuance of any building permits.

The proposed lots comply with lot and site requirements of the GC District as described below.

| <b>GC Zone</b>                             | <b>Permitted by LMC for Prospector Overlay of the GC zone 15-2.18-3 (I)</b>                                                                                                                                                               |
|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Lot Size                                   | No minimum lot size                                                                                                                                                                                                                       |
| Building Footprint- Floor Area Ratio (FAR) | FAR must not exceed two (2). All Uses in the Bldg. except enclosed parking areas are subject to the FAR                                                                                                                                   |
| Front/rear yard setbacks                   | Zero lot line development permitted.                                                                                                                                                                                                      |
| Side yard setbacks                         | Zero lot line development permitted.                                                                                                                                                                                                      |
| Building Height                            | Thirty-five feet (35') from Existing Grade, Building Height exceptions of LMC 15-2.18-4 apply, including additional five feet (5') for gable, hip or similar pitched roofs with a roof pitch of 4:12 or greater.                          |
| Parking                                    | Per Prospector Square Subdivision Overlay all parking for these lots is shared and provided in Parking Lots A-K. Additional private parking for specific lots may be provided entirely within the individual lot boundary. No net loss of |

|                      |                                                                                                                                                                                                                                    |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                      | parking. 99 exist, 110 proposed.                                                                                                                                                                                                   |
| Architectural Design | All construction is subject to LMC Chapter 15-5- Architectural Design Guidelines.                                                                                                                                                  |
| Uses                 | All uses listed in 15-2.18-2 (A) Allowed Uses are permitted unless otherwise noted. All uses listed in 15-2.18-2 (B) Conditional Uses require either an administrative CUP or a CUP approved by the Planning Commission, as noted. |

### **Good Cause**

Planning Staff finds there is good cause for this plat amendment. The proposed lot configuration allows for better utilization of the property for solar access, allows for opportunities for improved architectural and site design, and allows parking to be located behind and between buildings breaking up the current vast expanse of asphalt and parking. The plat amendment allows for best planning and design practices, while preserving the character of the Prospector Square neighborhood. The plat provides easements for access and utilities in compliance with LMC requirements.

Staff finds that the plat will not cause undo harm to adjacent property owners, the Prospector Square POA, or the residents and guest of Park City. All future development on the property will be reviewed for compliance with requisite Land Management Code requirements, including architectural design guidelines, prior to issuance of any building permits. The Prospector Square POA also actively reviews development plans for compliance with the CCRs. There is no net loss of parking and the layout allows for eleven (11) additional common spaces.

### **Department Review**

This project has gone through an interdepartmental review. There were no issues raised by any of the departments or service providers regarding this proposal that have not been addressed by revisions provided following the review or by conditions of approval.

### **Notice**

On April 30, 2014, the property was posted and notice was mailed to affected property owners within 300 feet. Legal notice was also published in the Park Record on April 26, 2014.

### **Public Input**

Staff has not received public input on this application. No public input was provided at the May 14, 2014 Planning Commission meeting. A public hearing is scheduled for the June 5, 2014, City Council meeting.

## **Process**

Approval of this application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18. A Building Permit is publicly noticed by posting of the permit.

## **Alternatives**

- The City Council may approve the Giga Plat replat of Lots 25a, 25b, and Parking Lot F of the Prospector Square Supplemental Amended Plat as conditioned or amended; or
- The City Council may deny the Giga Plat replat and direct staff to make Findings for this decision; or
- The City Council may continue discussion of this item to a date certain (June 12, 2014) and provide direction to the applicant and/or staff to provide additional information necessary to make a decision on this item.

## **Significant Impacts**

There are no significant fiscal or environmental impacts as a result of this plat amendment application that have not been addressed with conditions of approval for future development. Reconfiguration of the lots provides opportunity for improved site planning and architectural design, as well as opportunity for better solar access for existing buildings and future buildings. The property is located within the Park City Soils Ordinance Boundary and at the time of any construction, soils will be characterized for regulated materials and disposed of in compliance with the Soils Ordinance, as necessary.

## **Consequences of not taking the Suggested Recommendation**

The proposed plat amendment would not be recorded and the lots and parking will remain as currently platted. These lots are permitted to be constructed with zero lot line structures, per the GC zoning district. The expanse of common parking would remain as is and access easement would have to be recorded at Summit County to comply with LMC access requirements.

## **Recommendation**

Staff recommends the City Council hold a public hearing and consider approving the Gigaplat Replat being a Re-Subdivision of Lots 25a, 25b, and Parking Lot F of the Prospector Square Supplemental Amended Plat, located at 1893 and 1897 Prospector Avenue, based on the findings of fact, conclusions of law and conditions of approval as found in the attached Ordinance.

## **Exhibits**

Draft Ordinance

Exhibit A- Proposed Plat

Exhibit B- Existing Subdivision plat

Exhibit C-Topographical Survey/Existing Conditions Survey

Exhibit D- Vicinity Map/Aerial Photograph

Exhibit E- Photos of the site and surrounding area

Exhibit F- Applicant letter

Exhibit G- POA letter

Exhibit H- Previous plat amendment for Parking Lot G

Exhibit I- Order of the State Engineer regarding streamside construction

Exhibit J- Existing Utilities

Exhibit K- Minutes of the May 14, 2014 Planning Commission meeting

**AN ORDINANCE APPROVING THE GIGAPLAT REPLAT, BEING A RE-SUBDIVISION OF LOTS 25a, 25b, AND PARKING LOT F OF THE PROSPECTOR SQUARE SUPPLEMENTAL AMENDED PLAT LOCATED AT 1893 AND 1897 PROSPECTOR AVENUE, PARK CITY, UTAH.**

WHEREAS, the owners of the properties known as Lots 25a, 25b, and Parking Lot F of the Prospector Square Supplemental Amended Plat, located at 1893 and 1897 Prospector Avenue, petitioned the City Council for approval of the Gigaplat Replat, being a re-subdivision of Lots 25a, 25b, Parking Lot F and association walkway parcel; and

WHEREAS, on April 30, 2014, the property was noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on April 30, 2014, notice was provided to affected property owners within 300' of the property as required by the Land Management Code; and

WHEREAS, a legal notice was published in the Park Record at least two weeks prior to the public hearings, as required by the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on May 14, 2014 to receive input on the proposed subdivision;

WHEREAS, on May 14, 2014 the Planning Commission forwarded a recommendation to the City Council; and,

WHEREAS, on June 5, 2014 the City Council held a public hearing on the proposed Nirvana at Old Town Subdivision; and

WHEREAS, it is in the best interest of Park City, Utah to approve the proposed Gigaplat Replat, as conditioned.

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

**SECTION 1. APPROVAL.** The above recitals are hereby incorporated as findings of fact. The Gigaplat Replat, being a Re-Subdivision of Lots 25a, 25b, and Parking Lot F and association walkway of the Prospector Square Supplemental Amended Plat, as shown in Exhibit A, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

**Findings of Fact**

1. The properties are located at 1893 and 1897 Prospector Avenue within the General Commercial (GC) zoning district.

2. On December 10, 2012, the applicant submitted an application for a plat amendment to re-configure Lots 25a, 25b, Parking Lot F, and associated walkway area of the Prospector Square Supplemental Amended Plat. The purpose of the plat amendment is to re-locate the two development pads to be better oriented for energy efficient design, improved parking lot layout, to provide access and utility easements, and to reconfigure the common parking taking into consideration the relocated pads.
3. The application was deemed complete on January 14, 2014 upon receipt of the required letter from the Homeowner's Association, due to the POA being party to this application.
4. The proposed Lots 25a-R and 25b-R contain the same lot area as existing Lots 25a and 25b, specifically 4,950 square feet and 5,760 square feet respectively.
5. There is no net loss of parking spaces as a result of the reconfiguration of these lots. There are currently 99 parking spaces and the reconfigured plat will allow 110 common parking spaces within Parking Lot F for a net increase of eleven (11) spaces.
6. Existing Lots 25a and 25b do not have access to a public street or access easement leading to a public street. These lots are undeveloped vacant lots.
7. Parking Lot F is an existing paved and striped parking lot utilized by the Prospector Square Subdivision development as common parking for the entire Subdivision. Parking Lot F currently exists adjacent to Silver Creek and the owner of future Lot Giga-b applied to the State Engineer for streamside construction permit for work that will not extend beyond the existing pavement of Parking Lot F and was granted an Order of the State Engineer outlining all requirements for work.
8. A portion of the property is located within the flood plain areas, designated as A and X of Silver Creek, per the FEMA maps.
9. As conditioned, the proposed plat amendment does not create any new non-complying or non-conforming situations.
10. The GC zone has no minimum lot sizes. Setbacks within the Prospector Square Overlay are permitted to be zero (0') for front, side and rear yards. Maximum building height is 35' from existing grade, with LMC height exceptions allowed.
11. Amended Lot 25a-R will have access and frontage on Prospector Avenue and amended Lot 25b-R will have access to Prospector Avenue via an access easement over Parking Lot F.
12. Utilities are available in Prospector Avenue and within Parking Lot F to serve the lots. Reconfiguration and expansion of some of these utilities may be necessary and a utility plan and fire flow study will be required prior plat recordation.
13. The plat amendment will resolve access and utility easement issues that currently exist.

#### Conclusions of Law:

1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code and applicable State law regarding subdivisions.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.

4. Approval of the plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. Modified 13-D sprinklers may be required for new construction, to be determined by the Chief Building Official at the time of review of the building permit submittal and shall be noted on the final mylar prior to recordation.
4. A 10 foot (10') wide public snow storage easement is required along the frontage of the lots with Prospector Avenue, with the exception of Lot 25a-R and shall be shown on the plat.
5. The plat will reflect access and utility easements as required by the City Engineer and utility providers.
6. Future development on Lot 25b-R is required to comply with the Order of the State Engineer regarding streamside construction application number 12-35-50SA, or as amended and restated. Reference to this requirement shall be noted on the final plat prior to recordation.
7. All required Army Corps of Engineer permits are required prior to any work in the stream corridor, including stream rehabilitation work.
8. Flood plain certificates are required prior to issuance of building permits as required by the Chief Building Official.
9. Existing access and utility easements will be adjusted accordingly to reflect existing utilities and future built out conditions.
10. As a condition precedent to plat recordation, a utility plan and a fire flow study for future buildings shall be submitted for review and approval by the City and SBWRD.
11. The final plat shall indicate uses and easements on the POA walkway and parking lot.

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

PASSED AND ADOPTED this \_\_\_\_ day of June, 2014

PARK CITY MUNICIPAL CORPORATION

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

ATTEST:

\_\_\_\_\_  
Marci Heil, City Recorder

APPROVED AS TO FORM:

---

Mark Harrington, City Attorney

EXHIBIT A

243

# EXHIBIT B

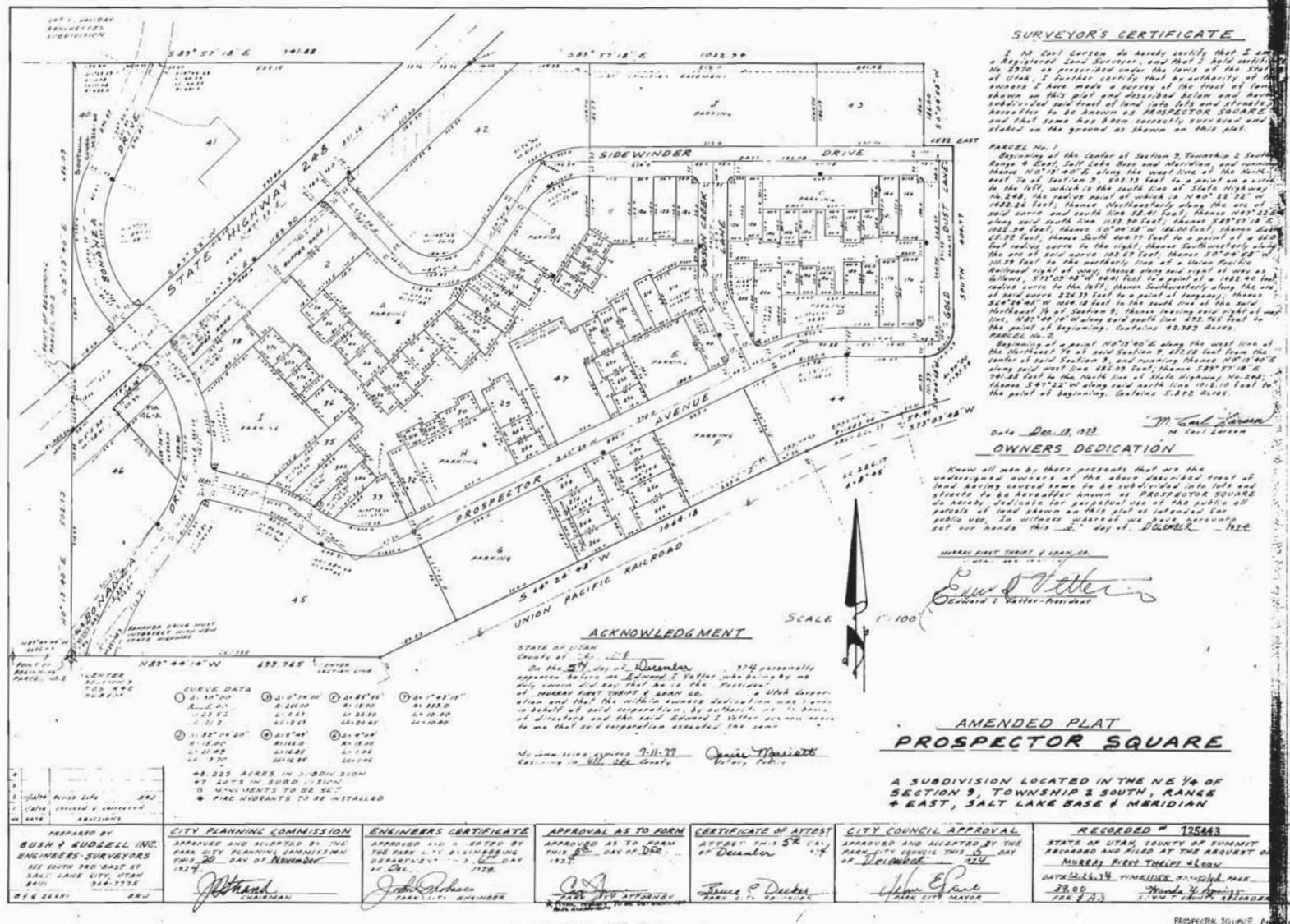


EXHIBIT B

# EXHIBIT C

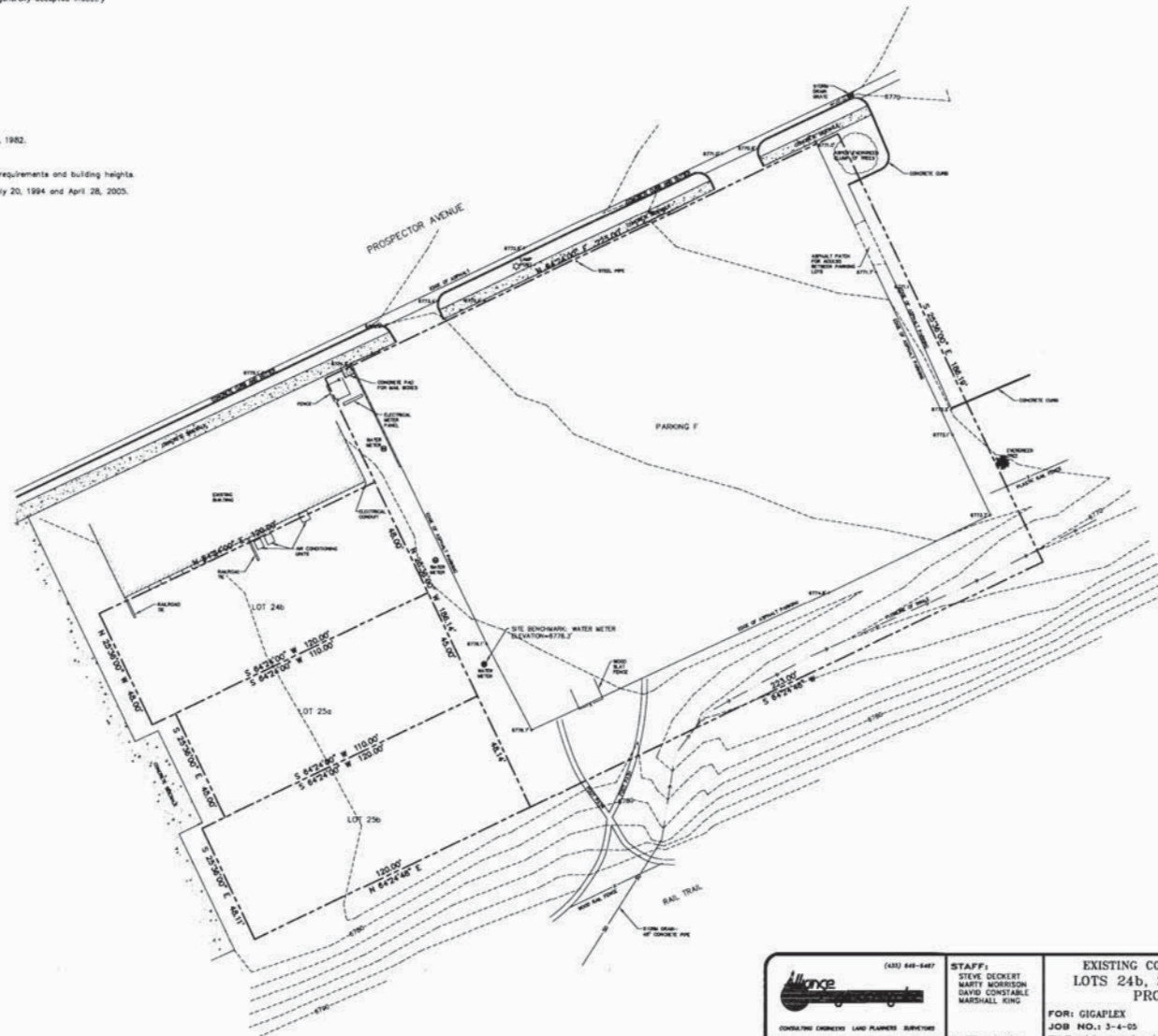


## SURVEYOR'S CERTIFICATE

I, Martin A. Morrison, do hereby certify that I am a registered land surveyor and that I hold certification no. 438739 as prescribed under the laws of the State of Utah. I further certify that a topographic survey has been made under my direction of the lands shown and described herein. I further certify that this topographic survey is a correct representation of the land surveyed at the time the field work was completed and is in compliance with generally accepted industry standards for accuracy.

## NOTES

1. Site Benchmark: Water meter  
Elevation=6776.3'
2. The basis of the elevation is the Park City Monument Control Map, 1982.
3. See record of survey plot for easements and restrictions.
4. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
5. This topographic map is based on a field survey performed on July 20, 1994 and April 28, 2005.
6. Property corners were not set.



|                                                                                                                                     |                                                                                           |                                                                                                                                                                                                |                                 |
|-------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| <p>(435) 448-4447<br/>CONSULTING ENGINEERS LAND PLANNERS SURVEYORS<br/>123 Main Street P.O. Box 2001 Park City, Utah 84060-2001</p> | <p>STAFF:<br/>STEVE DECKERT<br/>MARTY MORSEBORN<br/>DAVID CONSTABLE<br/>MARSHALL KING</p> | <p>EXISTING CONDITIONS/TOPOGRAPHIC MAP<br/>LOTS 24b, 25a, 25b and PARKING F<br/>PROSPECT SQUARE</p> <p>FOR: GIGAPLEX<br/>JOB NO.: 3-4-05<br/>FILE: K:\Prospector\dwg\mrt\topo05\030405.dwg</p> | <p>SHEET<br/>1<br/>OF<br/>1</p> |
| DATE: 3/24/05                                                                                                                       |                                                                                           |                                                                                                                                                                                                |                                 |

EXHIBIT C

# EXHIBIT D

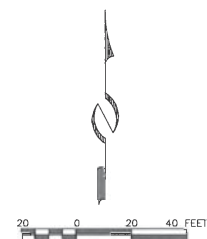
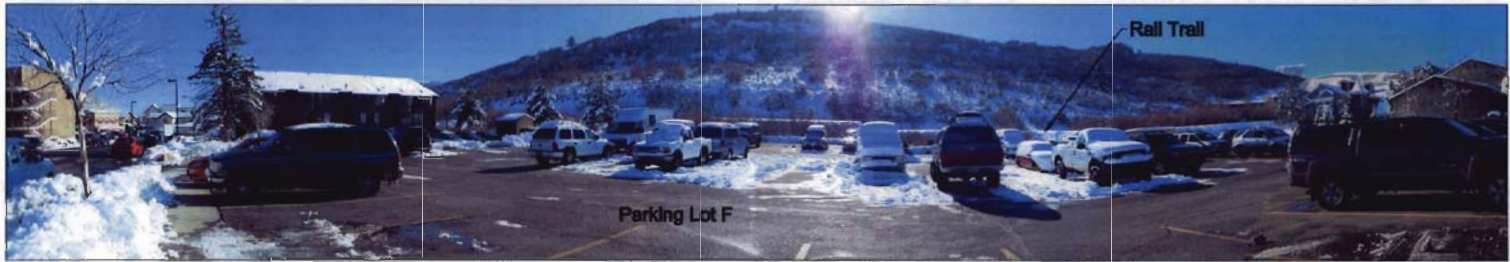


EXHIBIT D

|                                                                                                                                                                                                                    |                                                                               |                                                                                                                                                                                                         |            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| <br><small>CONSULTING ENGINEERS LAND PLANNERS SURVEYORS<br/>1223 Main Street P.O. Box 2004 Park City, Utah 84060-2004</small> | <small>(435) 648-3487</small><br><b>STAFF:</b><br>J. Demkowicz<br>S. Schuster | Gigaplan Replat<br>Lots 25a, 25b, Parking Lot F<br>Existing Ortho Summary<br><br><small>FOR: Giga Plan Inc.<br/> JOB NO.: 4-5-08<br/> FILE: x:\Prospector\dwg\an\plot2008\gigaplot 10-10-12.dwg</small> | SHEET<br>2 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|



Looking North from Rail Trail



Looking South from Prospector Ave.



Looking West at existing Lots 25a+b



Looking East -Parking to Rail Trail

EXHIBIT E

|                                                                                                                                                                                                                        |                                                                                                                                                                                                                                              |                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
|  <p>(603) 949-9467<br/>CONSULTING ENGINEERS LAND PLANNERS SURVEYORS<br/>322 Main Street P.O. Box 2001 Fort Dix, NJ 08041-0201</p> | <p>STAFF:<br/>Steve Schuster</p> <p>Giga Plat Replat<br/>Lots 25a, 25b, Parking Lot F<br/>Plat Amendment<br/>Panoramic Images</p> <p>FOR: Giga Plat Inc.<br/>JOB NO.: 4-5-08<br/>FILE: x:\Prospector.dwg\plot2008\gigoplat.dwg (layout4)</p> | <p>SHEET<br/>4</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|

## Project Description

The owners of Lot 25a and 25b of the Prospector Square Subdivision propose a plat amendment for Lots 25a, 25b, and Parking Lot F of the Prospector Square Subdivision wherein Lots 25a and 25b will be replatted along the northern and southern boundaries of Parking Lot F as shown on the attached plat exhibit. The parking areas displaced by these lots will be relocated onto the area of the property which these lots are currently platted. The square footage area of the respective lots will remain the same as currently platted. This proposed replat will allow the property owners to design and build contemporary buildings that are aesthetically pleasing, provide a better relationship to existing roads and circulation patterns, reduce the continuous expanse of parking along Prospector Avenue, and allow for green building techniques to be implemented. Park City Lodging plans to consolidate their operations into a mixed-use building on Lot 25a, while Foghorn Leghorn Ltd. proposes a 6-unit live and work condominium on Lot 25b. Both owners will independently seek Conditional Use Permit approvals pending acceptance of this proposed plat amendment.

Lot 25a proposes to start construction in the Spring 2013. Lot 25b has not made a determination as to when they will commence construction.

Currently there are 99 parking stalls on Park Lot F. The proposed Plat Amendment will allow of 110 stalls for Prospector Square plus 20 private stalls within the property lines of replatted Lot 25b.

The Prospector Square Owners Association approved the proposed replat for submittal to the Park city Planning Department.



# Prospector Square Property Owners Association

PO Box 680344  
Park City, Utah 84068

**VIA HAND DELIVERY**

December 5, 2013

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

To Whom It May Concern:

The Prospector Square Property Owners Association (PSPOA) and its membership own portions of Lot F Prospector Square Supplemental Amended Plat. On November 16, 2013, at a duly noticed and held meeting of the members of the PSPOA, the membership approved, by an affirmative vote of 98.8% of the total votes represented in person or by proxy, the amendment of the plat or record of survey for Lot F Prospector Square Supplemental Amended Plat in connection with the replatting of the Lots 25A, 25B and Lot F by the owners of Lots 25A and 25B. The concept and conceptual drawings for the plat amendment were presented to the membership both before and at the meeting by the owners of Lots 25A and 25B.

The membership approval of this plat amendment is conditioned upon and subject to final approval by the Board of Directors of the PSPOA of the final form and substance for all associated documentation including without limitation, plat amendment documents, easement and development agreements between applicants and PSPOA, etc. If you have any questions relating to this approval please contact Alison Butz at 435-640-2732.

Best regards,



Dean S. Berrett  
President, Prospector Square Property Owners Association, Inc.

cc. Rhonda Sideris  
Hank Louis



## HOMEOWNERS ASSOCIATION NOTIFICATION VERIFICATION

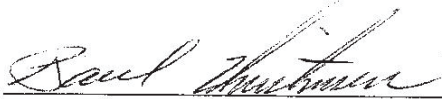
The document shall serve as verification that the Prospector Square Property Owners Association  
Homeowner's Association (HOA) has been notified of Rhonda Sideris and Hank Louis (owner)  
intent to build at (address) 1913 - 1915 Prospector Avenue (Lot F Replat) (lot #) 25A and 25B

Plans may be viewed at the Park City Building Department, 445 Marsac Ave.

This notice is only to inform the HOA that the owner is seeking permission to move forward with a replat.

The HOA has received notification from the owner of their intent to do the following work: Prospector Square Property Owners Association has been in discussions with the owners of Lot 25 A and Lot 25B with regards to the replat of their property located in Lot F in Prospector Square. The association is in support of the plans discussed in the meeting with the Prospector Square Property Owners Association Executive Committee held on September 25<sup>th</sup>. The approval of this amendment is conditioned upon and subject to final approval by the Board of Directors of the Prospector Square Property Owners Association of the final form and substance of all associated documents, including without limitation, plat amendment documents, easement documents, parking space requirements, etc.

☒ Notice received and acknowledged

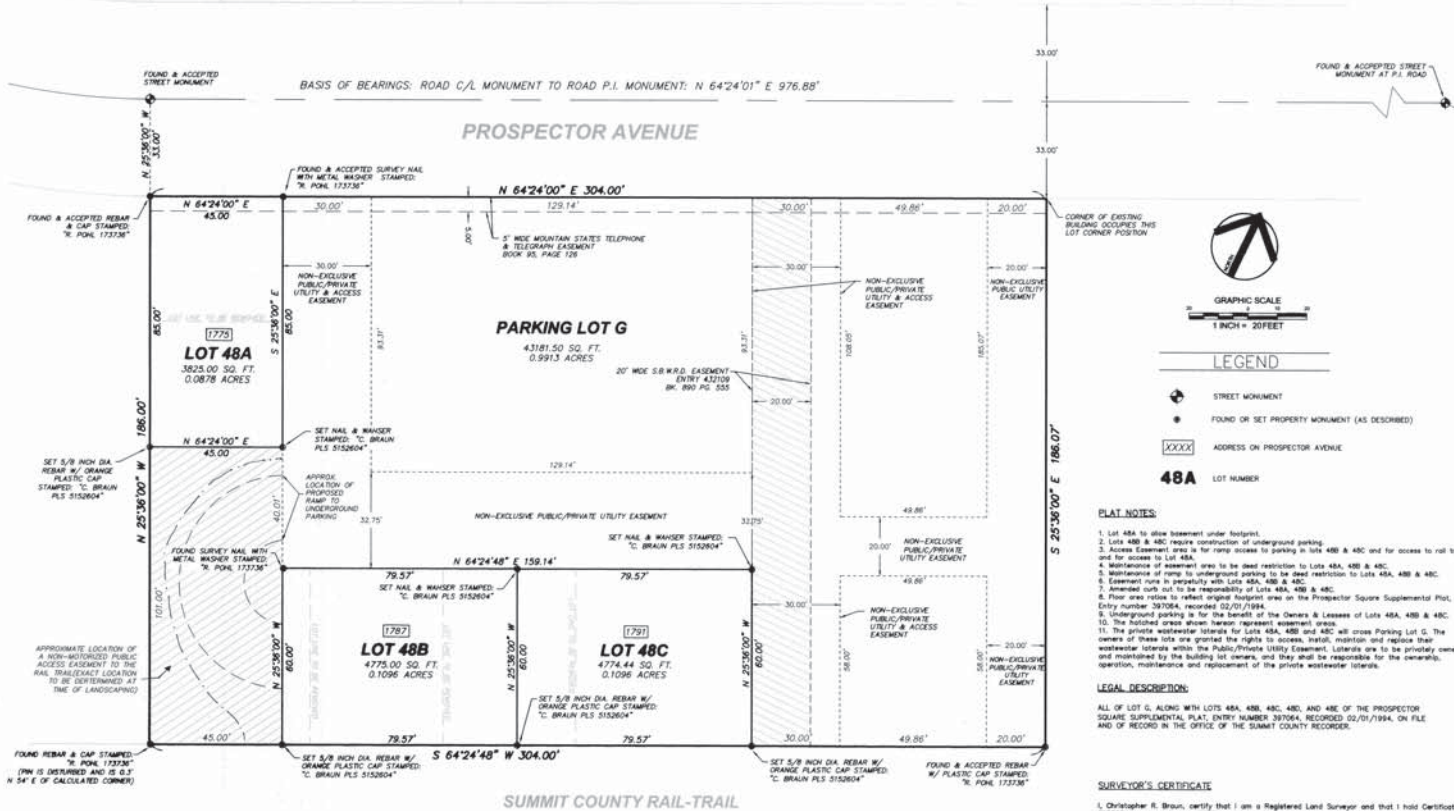
  
HOA Representative

12/4/2012

Date

# PROSPECTOR SQUARE SUPPLEMENTAL AMENDMENT TO LOT G

LOCATED IN THE NORTHEAST QUARTER OF  
SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST,  
SALT LAKE BASE & MERIDIAN  
PARK CITY, SUMMIT COUNTY, UTAH



## OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, the undersigned owner of the herein described tract of land known as LOT 48A, 48B, 48C, 48D AND 48E, to be known hereafter as the Prospector Square Supplemental Amendment To Lot G, do hereby certify that I have caused this Plat to be prepared, and I, HENRY SIGG, hereby consent to the recording of this Plat. ALSO, the owner, or his representative, hereby irrevocably offers for dedication to the City of Park City and Snyderville Basin Water Reclamation District of the streets, land for local government uses, easements, parks, and required utilities and easements shown on the plat and construction drawings in accordance with an irrevocable dedication.

In witness whereof, We have hereunto set our hand this 11<sup>th</sup> day of MARCH, 2010.

BY: Henry Sigg  
Owner, Mountain Trade Plaza, LLC.

*Henry Sigg*  
Henry Sigg

## ACKNOWLEDGMENT

State of Utah  
County of Summit

On this 11<sup>th</sup> day of March, 2010, personally appeared before me, the undersigned Notary Public, in and for said County of Summit, in said State of Utah, HENRY SIGG, the person that executed the within instrument and known to me to be (or proved to me on the basis of satisfactory evidence) the person who executed the within instrument on behalf of said person, being duly sworn, and consented to me that said person is the owner of the herein described tract of land and he is duly qualified to execute the same to Record freely and voluntarily.

Notary Public: *[Signature]* My Commission Expires: 11/11/2011

## OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, the undersigned owner(s) of the herein described tract of land, known as PARKING LOT G, to be known hereafter as the Prospector Square Supplemental Amendment To Lot G, do hereby certify that I have caused this Plat to be prepared, and I, PAUL CHRISTENSEN, representing Prospector Homeowners' Association, hereby consent to the recording of this Plat. ALSO, the owner, or his representative, hereby irrevocably offers for dedication to the City of Park City and Snyderville Basin Water Reclamation District of the streets, land for local government uses, easements, parks, and required utilities and easements shown on the plat and construction drawings in accordance with an irrevocable dedication.

In witness whereof, I have hereunto set my hand this 12<sup>th</sup> day of MARCH, 2010.

BY: Paul Christensen, President  
Prospector Square H.O.A. *[Signature]*

*Paul Christensen*  
Paul Christensen

## ACKNOWLEDGMENT

State of Utah  
County of Summit

On this 12<sup>th</sup> day of March, 2010, personally appeared before me, the undersigned Notary Public, in and for said County of Summit, in said State of Utah, PAUL CHRISTENSEN, the person that executed the within instrument and known to me to be (or proved to me on the basis of satisfactory evidence) the person who executed the within instrument on behalf of said person, being duly sworn, and consented to me that he is the owner of the herein described tract of land and he is duly qualified to execute the same to Record freely and voluntarily.

Notary Public: *[Signature]* My Commission Expires: July 21, 2012



EXHIBIT H

## PARK CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS 13th DAY OF MAY, 2009 A.D.

*[Signature]*  
CHAIRMAN

## CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 28th DAY OF MAY, 2009 A.D.

BY: *[Signature]*  
PARK CITY RECORDER

## SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 15th DAY OF May, 2010 A.D.

BY: *[Signature]*  
S.B.W.R.D.

## ENGINEERS CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 22nd DAY OF May, 2010 A.D.

BY: *[Signature]*  
PARK CITY ENGINEER

## APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 21st DAY OF May, 2010 A.D.

BY: *[Signature]*  
PARK CITY ATTORNEY

## COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 28th DAY OF MAY, 2009 A.D.

BY: *[Signature]*  
MAYOR

# 698070

## RECORDED

STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF Park City FILED DATE 5-18-10 TIME 10:37 AM BOOK 256 PAGE 2

FEE \$34.00 *[Signature]* RECORDER



GARY R. HERBERT  
Governor

GREG BELL  
Lieutenant Governor

# State of Utah

## DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER  
Executive Director

### Division of Water Rights

KENT L. JONES  
State Engineer/Division Director

EXHIBIT I

## ORDER OF THE STATE ENGINEER

FOR STREAM ALTERATION APPLICATION NUMBER **12-35-50SA**  
IN THE NAME OF FOGHORN LEGHORN LTD FOR ALTERATION TO SILVER CREEK  
IN SUMMIT COUNTY, UTAH

This **ORDER** is issued pursuant to statute and in accord with the statutory criteria for approval of a stream alteration application that are described at UTAH CODE ANN. § 73-3-29. The State Engineer has determined that this application does meet the necessary legal criteria to **ORDER** the approval of the application based upon the following information and reasoning set forth in the Findings of Fact and Discussion.

### FINDINGS OF FACT

1. The application was received by the Division of Water Rights ("Division") on December 20, 2012, and made available for comment on the Division's webpage, provided to pertinent governmental agencies, and to other entities as warranted, for a period of 20 calendar days, said period concluding prior to January 9, 2013.
2. The application contains the following information:
  - The stated description of the proposed project is: Streamside construction associated with Silver Creek in Summit County.
  - The stated purpose of the proposed project is: To facilitate redevelopment.
3. The Division received comments or objections on the proposed project from:
  - US Army Corps of Engineers (Corps), Tim Witman

The comments or objections received by the Division are summarized as follows:

- The Corps has indicated that no Corps permit will be required.

### DISCUSSION

1. Based on a review of the Division's water rights records and/or a review of the application by personnel of the Division's regional office, it is the opinion of the State Engineer that the project will not impair vested water rights.
2. It is the opinion of the State Engineer that the project will not unreasonably or unnecessarily affect recreational use or the natural stream environment.
3. It is the opinion of the State Engineer that the project will not unreasonably or unnecessarily endanger aquatic wildlife.



4. It is the opinion of the State Engineer that the project will not unreasonably or unnecessarily diminish the natural channel's ability to conduct high flows.
5. Other comments or concerns submitted by interested persons or parties are not believed to be within the purview of the State Engineer in evaluating an Application to Alter a Natural Stream.

### ORDER

Stream Alteration Application No. **12-35-50SA**, submitted in the name of Foghorn Leghorn LTD; applicant, in order to complete streamside construction associated with Silver Creek, a natural stream located in Summit County, Utah, is hereby **APPROVED**, as a **STATE ONLY PERMIT**, contingent upon the conditions outlined in this **ORDER**. The applicant is hereby authorized to conduct the work detailed in the application and supporting documentation, as described in this **ORDER**. Any modification or addition to the work may require additional authorization and/or application resubmittal.

1. The expiration date of this order is **January 15, 2015**. Work affecting the bed and/or banks of the stream may not be conducted after this date. A request for extension must be submitted in writing to the Division and include an explanation for project delay. The request must be submitted at least 30 days prior to expiration of the order.
2. A copy of this order must be kept onsite at any time the work authorized under this order is in progress.
3. We suggest that you coordinate with potentially impacted landowners.
4. Photos must be taken before and after project construction and submitted to this office.
5. Disturbed areas must be planted with a variety of appropriate vegetation (especially woody vegetation where feasible) to help hold the soil around riprap, prevent excessive erosion, and to help maintain other riverine functions. Successful revegetation efforts must be monitored and reported to this office.
6. Best Management Practices should be implemented and maintained during any streamside or instream work to minimize sedimentation, temporary erosion of stream banks, and needless damage or alteration to the streambed.
7. Erosion control, revegetation, and noxious weed control must be implemented and monitored until revegetation becomes well established. Success of these measures must also be reported prior to the compliance inspection. This is especially important for all disturbed areas, including fill, in order to prevent sediments from entering flowing water. Particular attention is required to assure that silt fencing is properly installed and left in place until after revegetation becomes established at which time the silt fence can then be carefully removed.

8. Approval of this application does not authorize trespass, easements, rights-of-way, or any other access and land use permits. It is the responsibility of the applicant to obtain any such authorizations as may be necessary for this proposal.
9. Excavated material and construction debris may not be wasted in any stream channel or placed in flowing waters, this will include material such as grease, oil, joint coating, or any other possible pollutant. Excess materials must be wasted at an upland site well away from any channel. Construction materials, bedding material, excavated material, etc. may not be stockpiled in riparian or channel areas.
10. The applicant must maintain existing stream shade on all Class 3 A streams. Destruction of any stream shade vegetation within the project area must be replaced at a 1:1 shade ratio at mature life stage with native vegetation along a Class 3 A stream. If stream shade vegetation is to be removed, the applicant must submit an estimate in their restoration plan of the portion of the water surface area within the project area that is shaded by estimating areas with no shade, poor shade, and shade prior to the commencement of work. Time of the year, time of the day, and weather can affect your observation of shading. Therefore, the relative amount of shade is a professional best-guess estimate. Ideally the applicant would be measuring when the sun is at an angle that provides maximum stream shade and the vegetation is in full leaf-out. As noted in General Condition #6 of PGP 40 the destruction of mature trees is to be avoided to the maximum extent possible and the permittee is ultimately responsible for revegetation success.
11. If historical or archaeological resources such as human remains (skeletons), prehistoric arrowheads/spear points, waste flakes from stone tool production, pottery, ancient fire pits, historical building foundations/remains, historical artifacts (glass, ceramic metal, etc.) are found during construction, the permit holder is advised to cease work and contact the Division of State History at 801-533-3555.
12. Ingress and egress access should be kept to a minimum.
13. Work must be accomplished during a period of low flow. Sediment introduced into stream flows during construction must be controlled to prevent increases in turbidity downstream. Flows must be diverted away from the construction area using a non-erodible cofferdam or other means of bypass.
14. Machinery must be properly cleaned and fueled offsite prior to construction.
15. Cement is toxic to aquatic organisms, and its introduction into waters of the United States would constitute a violation of the Clean Water Act. Cement or concrete may not be allowed to enter stream flows. Water must be excluded from areas where concrete or cement is used until it has set. Contaminated water pumped from the construction area may not be discharged in a manner that will allow it to enter flows. Equipment used during this type of work must be washed well away from the channel.

Page 4  
12-35-50SA  
January 15, 2013

Your contact with the Division is Daren Rasmussen, who can be reached at telephone number 801-538-7377.

This **ORDER** is subject to the provisions of UTAH ADMIN. CODE R. 655-6-17 of the Division of Water Rights and to UTAH CODE ANN. §§ 63G-4-302 and 73-3-14, which provide for persons or parties with legal standing to file either a Request for Reconsideration with the State Engineer or an appeal with the appropriate District Court. A Request for Reconsideration must be filed with the State Engineer within 20 days of the date of this **ORDER**. However, a Request for Reconsideration is not a prerequisite to filing a court appeal. A court appeal must be filed within 30 days after the date of this **ORDER**, or if a Request for Reconsideration has been filed, within 30 days after the date the Request for Reconsideration is denied. A Request for Reconsideration is considered denied when no action is taken within 20 days after the Request is filed.

Dated this 15<sup>th</sup> day of January, 2013.



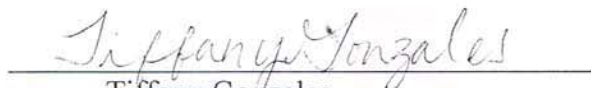
David K. Marble, P.E.  
Assistant State Engineer

Mailed a copy of the foregoing Order this 15<sup>th</sup> day of January, 2013, to:

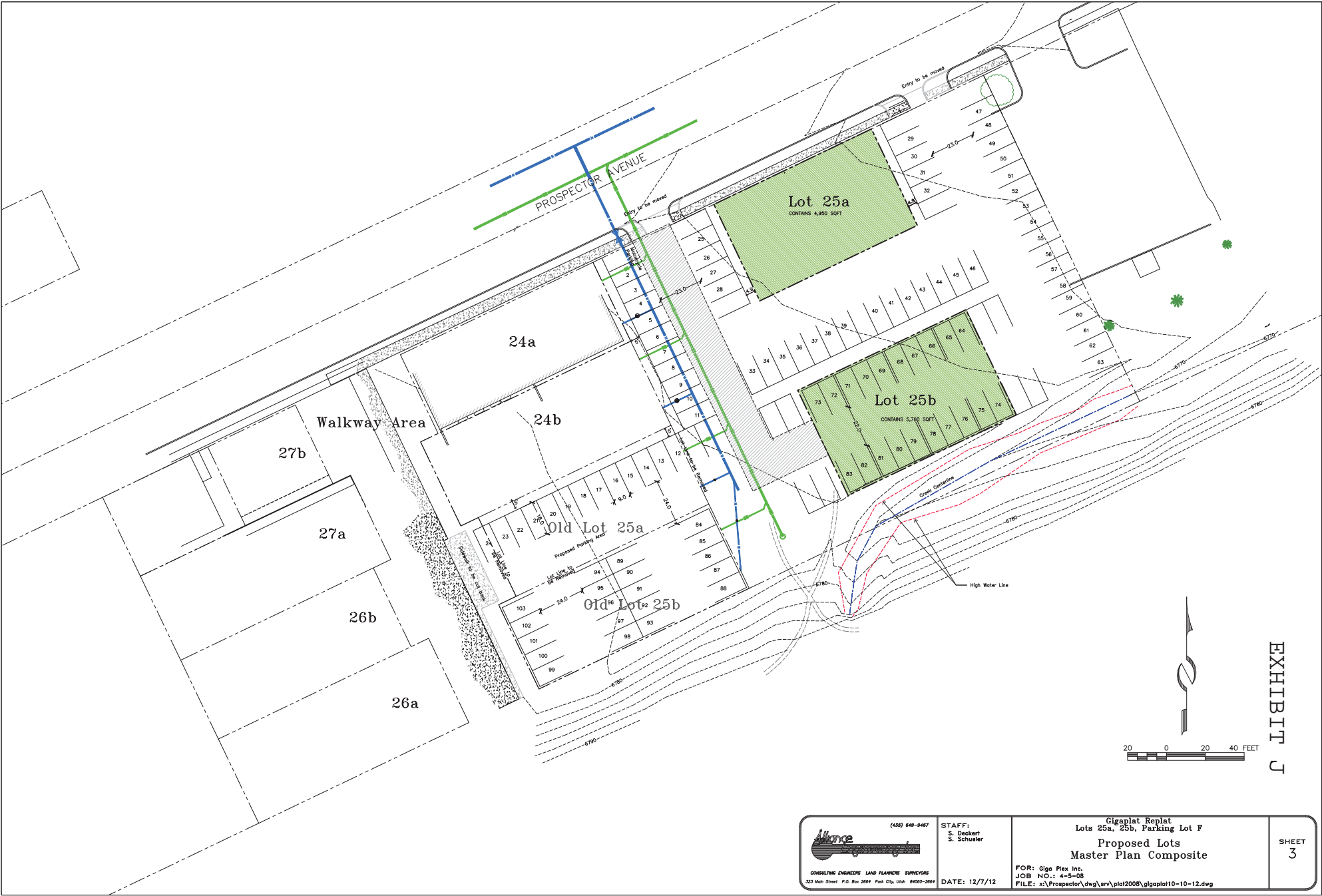
FOGHORN LEGHORN LTD  
P.O. BOX 3360  
PARK CITY UT 84060

Corps of Engineers  
Ross Hansen - Regional Engineer  
Richard Clark - EPA  
Scott Walker - Regional Wildlife Habitat Manager  
David W. Gardner - Ahorizon Resources Inc.

By:



Tiffany Gonzales  
Secretary



# EXHIBIT K

PARK CITY MUNICIPAL CORPORATION  
PLANNING COMMISSION MEETING MINUTES  
COUNCIL CHAMBERS  
MARSAC MUNICIPAL BUILDING  
May 14, 2014

## COMMISSIONERS IN ATTENDANCE:

Chair Worel, Preston Campbell, Steve Joyce, John Phillips, Adam Strachan, Clay Stuard

## EX OFFICIO:

Thomas Eddington, Planning Director; Planning Manager, Kayla Sintz; Kirsten Whetstone, Planner; Francisco Astorga, Planner; Ryan Wassum, Planner; Christy Alexander, Planner; Polly Samuels McLean, Assistant City Attorney

## REGULAR MEETING

### ROLL CALL

Chair Worel called the meeting to order at 5:35 p.m. and noted that all Commissioners were present except for Commissioner Gross who was excused.

### ADOPTION OF MINUTES

April 23, 2014

Commissioner Stuard referred to page 4 of the Staff report, page 2 of the Minutes, second paragraph under Staff/Commissioner Communications. He corrected the second to the last sentence of the paragraph to read, "Commissioner Stuard **was interested in** hearing the opinions **and analysis of others...**"

Commissioner Stuard referred to page 55 of the Staff report, page 13 of the minutes, third paragraph, first sentence, "Commissioner Stuard believed there was consensus for granting a one year extension." The statement was accurate but it was actually made by Commissioner Campbell. The minutes were corrected to read, "**Commissioner Campbell** believed there was consensus for granting a one year extension."

Commissioner Stuard referred to page 25 of the Staff report, page 4 of the Work Session Minutes, and last paragraph, first sentence, and changed "...carefully approve site plan" to correctly read, "...**currently** approved site plan."

Chair Worel referred to page 3 of the Staff report, page 1 of the minutes, second paragraph, second line under April 9, 2014, and changed Commissioner Clay to correctly read **Commissioner Stuard**.

quickly. Director Eddington stated that regardless of the proposed siding material, he would recommend keeping the process of Planning Department determination. Commissioner Campbell fully supported the recommendation.

Assistant City Attorney McLean understood that there was consensus from the Commissioners to address the vinyl siding issue as soon as it could be scheduled on the agenda; most likely in June. The Commissioners concurred.

#### **STAFF/COMMISSIONER COMMUNICATIONS AND DISCLOSURES**

Chair Worel stated that she would be absent from the June 11<sup>th</sup> Planning Commission meeting.

#### **CONTINUATIONS – Public Hearing and Continuation to date specified.**

1. 1201 Norfolk Avenue, Nirvana at Old Town Subdivision – Plat Amendment

Chair Worel opened the public hearing. There were no comments. Chair Worel closed the public hearing.

MOTION: Commissioner Strachan moved to CONTINUE 1201 Norfolk Avenue, Nirvana at Old Town Subdivision to May 18, 2014. Commissioner Joyce seconded the motion.

VOTE: The motion passed unanimously.

2. Round Valley Annexation and Zoning Map Amendment – Work Session and Site Visit

Chair Worel opened the public hearing. There were no comments. Chair Worel closed the public hearing.

MOTION: Commissioner Strachan moved to CONTINUE the Round Valley Annexation and Zoning Map Amendment to May 28, 2014.

VOTE: The motion passed unanimously.

The Planning Commission moved into Work Session for CIP Projects and Building Department Updates and General Plan Implementation. The discussion can be found in the Work Session Minutes dated May 14, 2014.

The Planning Commission moved out of Work Session and convened the Regular Agenda.

## **REGULAR AGENDA - DISCUSSION/PUBLIC HEARINGS/ POSSIBLE ACTION**

### **1. 1897 Prospector Avenue, re-subdivision of Lots 25A, 25B and Parking Lot for Prospector Square Subdivision – Plat Amendment (Application #PL-12-01744)**

Planner Kirsten Whetstone introduced Steve Schueler with Alliance Engineering and Rhonda Sadaris, Hank Lewis and Alison Butz representing the owners and co-applicants.

Planner Whetstone reviewed the application for a plat amendment to re-subdivide Lots 25A, 25B, parking Lot F, and the associated walkway area to the west of Lots 25A and 25B of the Prospector Square supplemental amended plats. The purpose is to re-configure two vacant development lots, reconfigure the common parking areas and provide for access to the lots compliant with the LMC access requirements. Three property owners were involved in this application, including the Prospector Square POA. Planner Whetstone noted that the Prospector Square POA held a vote and gave their consent to the plat amendment application.

Planner Whetstone stated that the property is in the General Commercial Zone and is subject to the Prospector Square subdivision overlay requirements. Planner Whetstone noted that the plat amendment reconfigures Lots 24A, 25B and parking lot F. The two lots that would be created are comparable square footage to Lots 25a-R and 25b-R. The plat amendment would not create additional development lots and the density would remain the same. There is no net loss of parking. Reconfiguring the parking lot would increase the parking from the current 99 spaces to 110 spaces. When lot B is reconfigured the future design could potentially provide 20 additional private spaces on the ground floor in addition to the 110 spaces.

Planner Whetstone stated that development of the lots would not require additional parking. Prospector Square has parking lots A through J, which is common, assigned parking for the Prospector Square POA. The overlay allows an FAR of two. Planner Whetstone remarked that three stories are allowed if the first story is parking. Parking is not included in the FAR of two.

Planner Whetstone stated that parking lot F currently exists adjacent to Silver Creek. It is also within the flood plain area. The owners have been working diligently to get a State Engineer order to allow them to do work no closer in proximity than where the

pave parking is to the stream. The order was included in the Staff report as Exhibit I and it sets out requirements for doing work in that area. Planner Whetstone outlined the permits required for working in a flood plain prior to obtaining a building permit. The Staff had reviewed the plat amendment and the proposed lots against the GC zoning district requirements as shown on page 50 of the Staff report. The Staff found that the proposal complies with those requirements. The Staff also finds good cause for this plat amendment.

Planner Whetstone reported that the proposed reconfiguration allows for better utilization of the property in terms of urban design, better solar access, and opportunities for improved architectural and site design. It also allows the parking to be located behind or between the buildings and breaks up the parking lot. The Staff believes the requested plat amendment allows for Best Planning and Design Practices while preserving the character of the Prospector Square neighborhood. It also allows for easements to be platted for utilities and access in compliance with the LMC. Planner Whetstone pointed out that all future development of the property must be reviewed by the Planning Staff at the time of the building permit or by the Planning Commission if the use requires a Conditional Use Permit. The Prospector Square POA also actively review development plans for compliance with the CC&Rs.

The Staff recommended that the Planning Commission conduct a public hearing and consider forwarding a positive recommendation to the City Council for the proposed plat amendment.

Hank Lewis corrected the parking numbers reported by Planner Whetstone. He clarified that the 110 parking spaces included the future 20 additional private parking spaces at ground level.

Mr. Schueler remarked that the plat would not only improve the applicants' property values and access, it would also improve other lots in the area by providing better access to the walkway, and better circulation to access the buildings. It would also separate uses such as deliveries versus lodging.

Rhonda Sandaris stated that when they first approached the Army Corp of Engineers they were told it could not be done. However, at her request they conducted a site visit and after visiting the site and saw all the trash in the creek, they agree that the plat amendment would be an improvement.

Director Eddington asked if landscaping was proposed on the east side to provide a break between the public and private parking. Mr. Schueler replied that the parking lot on the east actually spreads into the POA property. They would have to restrict and cut

the parking back to address the encroachment. He believed there was some opportunity for landscaping. Ms. Sandaris understood from the project manager who was rehabbing Prospector Square that a condition of receiving the permit was to correct the encroachment.

Commissioner Strachan asked if something would be done to the walkway area on the left that is incomplete and is actually a sidewalk to nowhere. He indicated another area that is a bike and footpath and asked if improvements were planned for that area. Ms. Sandaris stated that they had talked about improving it at one point, but Prospector Square asked them to keep it the way it was. Mr. Lewis concurred. He stated that the intention for the new 25b-R is to have it connected to the rail trail. They would like to do a live-work design with access to the rail trail.

Alison Butz noted that the sidewalk on the easternmost side would be more usable because it would lead to the parking lot behind the building.

Commissioner Joyce thought it looked to be far enough down that the integrate parking would not directly influence the BoPa Plan. Director Eddington stated that Prospector has its own HOA agreements with parking lots. The number of spaces has always been a challenge and fronting the building on the right-of-way with parking behind actually fits better with the form based code and Bonanza Park.

Chair Worel opened the public hearing.

There were no comments.

Chair Worel closed the public hearing.

Commissioner Phillips liked the idea of breaking up a larger parking lot. Commissioner Campbell agreed. He thought it would be definite improvement. Commissioner Joyce had no concerns and he thought it was a better option. Commissioner Strachan was comfortable with the proposal.

Assistant City Attorney pointed out that Finding of Fact #5 needed to be amended. She asked if it was not net loss in parking or if 9 spaces would be lost. Mr. Lewis replied that there would be an increase of 10 or 11 additional spaces with the proposed layout. Planner Whetstone suggested striking the last sentence in Finding #5 to reflect the accurate parking count.

MOTION: Commissioner Phillips moved to forward a POSITIVE recommendation to the City Council for the Gigaplat Replat Plat Amendment based on the Findings of Fact,

Conclusions of Law and Conditions of Approval as found in the draft ordinance and as amended. Commissioner Joyce seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – Gigaplat Replat

1. The properties are located at 1893 and 1897 Prospector Avenue within the General Commercial (GC) zoning district.
2. On December 10, 2012, the applicant submitted an application for a plat amendment to re-configure Lots 25a, 25b, Parking Lot F, and associated walkway area of the Prospector Square Supplemental Amended Plat. The purpose of the plat amendment is to re-locate the two development pads to be better oriented for energy efficient design, improved parking lot layout, to provide access and utility easements, and to reconfigure the common parking taking into consideration the relocated pads.
3. The application was deemed complete on January 14, 2014 upon receipt of the required letter from the Homeowner's Association, due to the POA being party to this application.
4. The proposed Lots 25a-R and 25b-R contain the same lot area as existing Lots 25a and 25b, specifically 4,950 square feet and 5,760 square feet respectively.
5. There is no net loss of parking spaces as a result of the reconfiguration of these lots. There are currently 99 parking spaces and the reconfigured plat will allow 110 common parking spaces within Parking Lot F for a net increase of eleven (11) spaces.
6. Existing Lots 25a and 25b do not have access to a public street or access easement leading to a public street. These lots are undeveloped vacant lots.
7. Parking Lot F is an existing paved and striped parking lot utilized by the Prospector Square Subdivision development as common parking for the entire Subdivision. Parking Lot F currently exists adjacent to Silver Creek and the owner of future Lot Giga-b applied to the State Engineer for streamside construction permit for work that will not extend beyond the existing pavement of Parking Lot F and was granted an Order of the State Engineer outlining all requirements for work
8. As conditioned, the proposed plat amendment does not create any new non-

complying or non-conforming situations.

9. The GC zone has no minimum lot sizes. Setbacks within the Prospector Square Overlay are permitted to be zero (0") for front, side and rear yards. Maximum building height is 35' from existing grade, with LMC height exceptions allowed.

10. Amended Lot 25a-R will have access and frontage on Prospector Avenue and amended Lot 25b-R will have access to Prospector Avenue via an access easement over Parking Lot F.

11. The plat amendment will resolve access and utility easement issues that currently exist.

#### Conclusions of Law – Gigaplat Replat

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

#### Conditions of Approval – Gigaplat Replat

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. Modified 13-D sprinklers may be required for new construction, to be determined by the Chief Building Official at the time of review of the building permit submittal and shall be noted on the final mylar prior to recordation.

4. A 10 foot (10') wide public snow storage easement is required along the frontage of the lots with Prospector Avenue, with the exception of Lot 25a-R and shall be shown on the plat.

5. The plat will reflect access and utility easements as required by the City Engineer and utility providers.

6. Future development on Lot 25b-R is required to comply with the Order of the State Engineer regarding streamside construction application number 12-35-50SA, or as amended and restated. Reference to this requirement shall be noted on the final plat prior to recordation.

7. All required Army Corps of Engineer permits are required prior to any work in the stream corridor, including stream rehabilitation work.

8. Flood plain certificates are required prior to issuance of building permits as required by the Chief Building Official.

9. Existing access and utility easements will be adjusted accordingly to reflect existing utilities and future built out conditions.

10. The final plat shall indicate uses and easements on the POA walkway and parking lot.