PARK CITY REDEVELOPMENT AGENCY
AND CITY COUNCIL MEETINGS
SUMMIT COUNTY, UTAH
JUNE 5, 2008

PUBLIC NOTICE IS HEREBY GIVEN that the Redevelopment Agency and City Council of Park City, Utah will hold their regularly scheduled meetings at the Library and Education Center, Room 205, 1255 Park Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, June 5, 2008.

Closed Session

2:30 p.m. Property

Work Session

3:30 p.m.	Council questions/comments	
3:40 p.m.	Quarterly goal update	P. 21 - 35
4:00 p.m.	Budget review:	P. 36 - 85
	Fee resolution	P. 44 - 50
	Comprehensive Emergency Management Plan	P. 53 - 85
	Budget policies	
	Outstanding budget issues	
4:45 p.m.	Planning Commission interviews	
5:45 p.m.	Break	

Regular Meeting of the RDA

6:00 p.m.

I ROLL CALL

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

III MINUTES OF MEETING OF FEBRUARY 7, 2008 P. 5

IV NEW BUSINESS

Consideration of the third amendment to the lease with the State of Utah Department of Administrative Services Division of Facilities Construction and Management (for state liquor store) in a form approved by the City Attorney P. 86 - 105

V ADJOURNMENT

Regular Meeting of the CITY COUNCIL

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV WORK SESSION NOTES AND MINUTES OF MEETINGS OF MAY 22, 2008
P. 6 - 20

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

1. Resolution designating June 14 – 21, 2008 as National Invasive Weed Awareness Week in Park City, Utah P. 106

2. Resolution amending Section 2, Water Fees; and Section 9, Ice Arena Fee Schedule; and replacing and repealing Resolution No. 13-07 in its entirety P. 44 - 50
(a) Public hearing
(b) Action

3. Resolution adopting a Comprehensive Emergency Management Plan for Park City, Utah P. 53 - 85

4. Consideration of a Resolution adopting a tentative revised budget for fiscal year 2007 and the budget for fiscal year 2008 for Park City Municipal Corporation and its related agencies P. 51 - 52
(a) Public hearing
(b) Action

5. Consideration of authorizing the City Manager to enter into a contract with Johnson Controls, in a form approved by the Legal Department, in an amount not to exceed $1.4 million P. 107 - 126

6. Consideration of approving an Ordinance annexing approximately 286.64 acres of property located at the southwest corner of the SR 248 and US40 Interchange in the Quinns Junction area, known as the Park City Heights Annexation, into the corporate limits of Park City, Utah, and amending the Official Zoning Map of Park City to zone the property in the Community Transition Zoning District (CT) P. 127 - 150
(a) Public hearing
(b) Motion to continue to June 19, 2008

VI ADDITIONAL DISCUSSION – AGENDA ITEMS

VII ADJOURNMENT

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

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

June 2008

5 **Joe gone**

12 Naming policy for City facilities and property
Planning Commission stipend
Ordinance - 1375 Deer Valley Drive South, Pinnacle at Deer Valley – Third Amended Record of Survey
Ordinance - 154 Marsac Avenue, Habitat Replat – Plat Amendment
Ordinance - 1313 Woodside Avenue, Double Jack Condominiums – Second Amended Record of Survey
Ordinance - 2100 Deer Valley Drive South, Trail's End – Fourth Amended Record of Survey
Budget public hearing
RDA - First Addendum to the sublease agreement with Park City Community Wireless in a form approved by the City Attorney

13 Management Team meeting

19 Police Board interviews (4:15 p.m. – 5:45 p.m.)
Year in review – Park City Ice Arena – work
Park City Salt Lake City bus service (30 min) – KC
Final budget adoption
MFL – Triple Crown fast pitch softball opening ceremonies street closure and parade – July 7, 14, and 21, 2008
Resolution – supplemental indenture for CIB bond
Three-year professional services agreement with Utah Outdoor Advertising Inc for sales and placement services for the interior advertising space o the Park City Transit fleet – DD
Soil removal contract – DG
Appointment to Planning Commission
Ordinance – 430 Main Street plat amendment – KW
Ordinance annexing approximately 286.64 acres of property located at the southwest corner of the SR 248 and US40 Interchange in the Quinns Junction area, known as the Park City Heights Annexation, into the corporate limits of Park City, Utah, and amending the Official Zoning Map of Park City to zone the property in the Community Transition Zoning District (CT)

26 Joint work session with Planning Commission on Historic District Guidelines
Ordinance approving the Knoll Estates (aka Deer Valley Club Estates) Lots 17 and 18 Amended Subdivision Plat, located at 7888 Aster Lane, Park City, Utah
Ordinance approving a plat amendment for 154 McHenry Avenue, Park City, Utah
Ordinance – 1110 Empire Avenue plat amendment – FA
Ordinance – 601 A & B, 605 A & B Deer Valley Drive condo conversion – FA
Ordinance – 205 & 221 Main Street record of survey – JD
Construction agreement for the Boothill transmission line – KL

July 2008

3 **No meeting**
10 **Jim gone**
408 & 412 Deer Valley Drive Loop Road plat amendment - FA
17 **Tom gone**
24 **No meeting – Pioneer Day**
31

August 2008

7
14-15 Management Team meeting
14 **No meeting**
21
28

September 2008

1 Labor Day
3-7 City Tour
4 **No meeting**
11
18
25

Pending Items:

Update on "The Yard" operation on Kearns Blvd – 2008 Film Festival
Amendment to the Water Agreement between the City and Talisker Corp.
Affordable housing resolution
Update on water supply and demand
Consideration of an amendment to the Burbs LLC Annexation Agreement/Affordable Housing
Resolution - Trails Master Plan
Carrying capacity/market analysis survey
Wild land interface issues

PARK CITY REDEVELOPMENT AGENCY
SUMMIT COUNTY, UTAH
FEBRUARY 7, 2008

I ROLL CALL

Chairman Dana Williams called the regular meeting of the Redevelopment Agency to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, February 7, 2008. Members in attendance were Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Staff present was Tom Bakaly, Executive Director; Phyllis Robinson, Public Affairs Manager; and Mark Harrington, City Attorney.

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

None.

III MINUTES OF MEETING OF JANUARY 10, 2008

Joe Kernan, "I move approval of the minutes of the meeting of January 10, 2008". Candace Erickson seconded. Motion unanimously carried.

IV CONSENT AGENDA

Consideration of approving a land transfer agreement with Habitat for Humanity, in a form approved by the City Attorney, for donation of RDA property located at 154 Marsac Avenue, Park City, Utah – The Chairman requested a motion to approve. Jim Hier, "I so move". Joe Kernan seconded. Motion unanimously carried.

V ADJOURNMENT

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
MAY 22, 2008

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

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Bret Howser, Budget Analyst; Diane Foster, Sustainability Manager; Dave Gustafson, Project Manager; and Jon Weidenhamer, Project Manager

Carol Potter, Alex Butwinski, Carolyn Frankenberg and Adam Strachan, WALC Committee

1. Council questions/comments. Roger Harlan relayed the School District appreciation of cooperative traffic calming efforts, specifically the installation of the walk beacon. Liza Simpson spoke about meeting with the affordable housing committee of the Board of Realtors charged to help change public perception and to educate realtors about associated deed and/or restrictions, etc. on properties. It is proposed to provide this information on the MSL. She reported on the HPB meeting. Joe Kernan stated that he received a request from a Planning Commissioner about holding a joint meeting with Council on goals and a request that Council better inform the Planning Commission on the reasons for reversing its decision. Mark Harrington clarified that he understood the Planning Commission is looking for opportunities to brainstorm on long-term planning as opposed to current projects.

There was discussion about displaying the flag on the McPolin Barn. Candace Erickson reported on Recycle Utah business, specifically concerns about the annual City spring clean-up program. There is concern that people are dumping e-waste and hazardous materials in the City-wide spring clean-up bins and for this reason, the City may want to consider not continuing the program. Jim Hier spoke about meeting with CB Cornu concerned about unlicensed rental units. He reported that the Chamber is willing to donate funding on the Salt Lake Real proposal. The Fairway Hills HOA met earlier this week where snow removal was discussed as well as organizing a neighborhood party. Other topics included removing foliage growing over stop signs and speeding in the area. Dana Williams congratulated the High School Boys Soccer Team who won the state championship for the second year and reported on a five day sustainability seminar held in Albuquerque. He referred to information that will become available through Johnson Controls which will provide an opportunity to establish base line information and to measure achievements. The high school club's and Leadership Class' project will be the banning of plastic bags, adding that water conservation should be a focus this year. The Mayor reported that the Governor attended the Distillery's ground-breaking last week and that HUD is holding a convention in Park City this week. There is CDBG funding available for heritage tourism.

2. Capital Improvement Projects Budget. Bret Howser reviewed the budget schedule and noted that the energy efficiency remodel, Marsac seismic upgrade and walkability projects will be reviewed today. He continued that the Council approved $45,000 toward an energy efficiency study to be performed by Johnson Controls and $1.4 million was budgeted to carry out the project. Diane Foster described the membership of the project team. The project focuses on resource efficiency upgrades for power and water and the initial audit identified $2.4 million in upgrades. The team narrowed the list, based on Council criteria to $1.35 million. Criteria include consideration of a pay back period, leadership or operational efficiencies. This program supports Council goals of quality and quantity of water and preserving Park City's character and most meet at least two criteria and some three or four. The $1.35 million includes facility improvements and implementation of a renewable energy program designed to save about $100,000 a year with a return on investments of one year. The annual carbon reduction is projected at 2,296 tons of carbon, equivalent to planting 183,000 trees, and1.8 million gallons of water will be saved per year. She addressed the 12 year guaranteed payback element and emphasized that some projects do not have a good return on investment but meet other Council defined criteria. For instance, the photovoltaic project of installing solar panels on the ice rink meets leadership and carbon reduction goals but does not have a good return. However, it presents great educational and public relations opportunities because of its visibility. The replacement of the library air handling unit and the new lighting for the rink was addressed. The payback for water conservation is generally 19 years however saving 1.8 million gallons represents a signfiicant leadership step. Ms. Foster stated that staff is recommending entering into a contract with Johnson Controls rather than implementing a program in-house, emphasizing that the advantages of contracting with Johnson Controls include the guaranteed maximum price and guaranteed savings. It includes three years of measurement and verification and once the contract is signed, implementation will occur within eight months. Additional staff would be required to perform these services in-house.

Mayor Williams suggested looking at harnessing solar for thermal and hot water heat rather than photovoltaic. Joe Kernan felt it important to meet at least two goals, carbon reduction and cost efficiency. The return of 15 years on most projects is great. Liza Simpson believed that the photovoltaic project's benefit is its visibility and if it is marketed well, it has an educational component. She commented on the long return on water conservation efforts. Liza Simpson suggested that energy savings be measured in kilowatt hours or gallons rather than dollar amounts considering the fluctuations in the price of crude oil and Diane Foster stated that she will follow up on this with Johnson Controls. Roger Harlan asked about Johnson's references and added that a comparison on photovoltaic and hot water would be helpful in the future. Jim Hier supported moving forward with Johnson Controls. Candace Erickson expressed concerns about the high price but acknowledged the benefits of the audit, implementation and guarantees, and felt it appropriate to proceed.

Bret Howser explained that $4.75 million was allocated to the Marsac seismic upgrade project with an additional $1.3 million held in reserve in the five year CIP. In August

2007, a revised cost of $6.2 million was estimated and Council authorized the use of the $1.3 million reserve. In November, the updated cost estimate was projected at $7.4 million which is reflected in the City Manager's Recommended Budget. In response to a question from Jim Hier, Dave Gustafson relayed that the final figure will be available next week but numbers are coming in favorably. Mr. Hier suggested that the guaranteed maximum price be budgeted rather than the $7.4 million so the budget doesn't have to be modified again. Liza Simpson pointed out the large increase in cost for the HVAC and Dave Gustafson explained the increase is based on the additional work in dealing with poor soils to prevent cave-ins when drilling the first 55 to 75 feet for geo-thermal. Ms. Simpson asked if it is worthwhile. Mr. Gustafson explained that the system will provide both heat and cooling and the boiler is outdated and inefficient. It was pointed out that it is only about $200,000 more than a standard system.

Joe Kernan felt there should be fiscal goals to control spending but also preserve the Marsac Building. The budget has doubled while the valuations in Old Town have significantly increased. He asked if staff has been directed to solicit proposals for private public partnerships as an option, i.e., hotel on one of the parking lots or commercial use of the Marsac Building and move City Hall. Tom Bakaly stated that staff has not been directed by Council to do that. Mr. Kernan believed this approach could save the City over $10 million which could be used to reduce traffic in town and he asked if Council members are interested in this option. The Mayor stated that Council has deliberated on the seismic upgrade on several occasions and the majority of members are committed to the project. All other members stated that they are not interested in considering developing the property. Mr. Kernan spoke about the development potential of the north parking lot and discussion ensued about the need to bore holes 300 feet deep for geo-thermal under the north parking lot and the surface area required between drilled areas.

Mr. Howser explained that the Council funded the Landmark Walkable and Bikeable Community Study in 2006 and funding was approved for capital projects for operations and maintenance; $1.8 million is budgeted for projects and $89,000 for operation and maintenance. When the $15 million bond passed, the Council created a citizens advisory committee, WALC, to recommend how the bond proceeds should be spent.

Jon Weidenhamer directed members to his staff report outlining recommended projects by WALC and he spoke about the allocation of the $15 million bond proceeds. The operations and maintenance costs are another consideration as well as the level of maintenance on projects. He asked for feedback on five projects outlined in the packet and invited public input during work session and/or the budget public hearing during the regular meeting.

Representatives of WALC included Carol Potter, Carolyn Frankenberg, Alex Butwinski and Adam Strachan. The Mayor relayed his appreciation of the work accomplished by the committee and Alex Butwinski thanked staff for its support. He referred to the mission statement, explained the concept of *complete streets* and the challenge of retrofitting streets. Mr. Butwinski also commended the group for reaching consensus.

Safety was a major concern of WALC followed by community benefit, and of course, to balance benefits with costs. Adam Strachan commented on the number of projects considered and focusing on the top five tonight. The top priority of the committee is the portion of Park Avenue from Dan's to Jan's or The Spine, which is different than the Spine System. The group allocated $4.1 million to The Spine project which contemplates a separated eight foot bike path, and he hoped this could be accomplished within five years. The other four include Bonanza, the tunnel under SR248, Little Kate/Lucky John, and Comstock. He noted that the committee recommends decreasing the speed limits in all neighborhoods to 20 mph or lower. Lighting for The Spine should be installed and a public education component implemented when the town becomes totally walkable and bikeable. Mr. Butwinski reiterated that the group reached consensus on everything and based its analysis on complete streets, safety, connectivity, and return on investment. Approximately 10% of the bond is uncommitted or about $1.5 million which dovetails with the10% typically assigned as a contingency to City projects. He urged Council to take the recommendations seriously. The Mayor invited public input.

Tom Hurd, Thaynes Canyon resident, stated that he reviewed available studies. He could not find any safety problems and contacted the Police Department to explore accident history in designated areas. There were no fatalities, injuries or ambulances called that he could find. He also researched *The Park Record* with no success. Safety is not an issue in his mind. He felt that none of these actions remediate safety problems and that the improvements relate more to recreation, making decisions discretionary. The $3.5 million needed to build a tunnel under SR248 could be better used toward hiring crossing guards. If a tunnel is built, there still has to be crossing guards.

Stacey Demolski, Park Meadows resident, relayed that she read the report and supports projects, but is concerned about installing rolled curbs rather than high back curbs. Cars can easily drive and park on them creating a safety issue.

Kyle Jenson, 18 year Comstock Avenue resident, explained that he was involved with petitions as early as 2002 relating to problems on his street. Prospector receives over 2,200 vehicles per day and the average incoming speed is 31 mph and 38 mph for outgoing. With regard to the sidewalk project, he estimated that 65% of the neighborhood is opposed to losing its parking and 90% of the residents are against a sidewalk being installed. Spending $550,000 to build a sidewalk when an existing lane already exists doesn't make any sense. He described a plan using paint and signs to delineate pedestrian and bike lanes and suggested that there be a trial period to evaluate this approach and to determine if a sidewalk is really needed. The problem is SR248. He relayed that many cities change the number of traffic lanes to fit the flow in the mornings and the afternoons and hoped this can be considered. Mr. Jenson again urged Council to try something simple and to use the existing pavement and signage to solve most of the problems on Comstock Avenue. Mayor Williams clarified that the percentages cited represent Comstock residents only because he knows there are differing opinions on adjacent streets. Discussion ensued about the potential of losing landscaping with the installation of a sidewalk and trying other options first. Kyle

Jenson pointed out that losing parking on one side of the street will create a parking problem somewhere else.

Mark Olson, Comstock resident, agreed with Mr. Jenson's comments. He stated that he lives on the east side where parking would be removed and losing parking is not a benefit to anyone. He detailed walking patterns and concluded that a sidewalk would not be beneficial because it won't be used. Clearing the sidewalk during the winter may also be a problem for homeowners. Recreation or commercial vehicles often do not fit in garages and will not fit in a driveway with a sidewalk intersecting it.

Joe Kernan asked that the committee respond to these comments and Adam Strachan explained that WALC expected complaints from neighbors about losing parking and landscaping if the whole right-of-way is needed. When looking at the project for the general public, WALC looked at the amount of use and user types and did not feel it safe to walk in a vehicular travel lane separated only by a painted line. A separated sidewalk seemed appropriate and the design was a compromise to minimize disrupting landscaping. Jim Hier stated that because there are options, he is inclined to place this project in another category for further study, but to earmark its funding in the budget. Prohibiting left hand turns on Comstock may help tremendously. Liza Simpson added that the group allocated $400,000 to the project and anticipated hiring a traffic engineer.

Shirin Spangenberg stated that the neighborhood held several meetings where there were at least 30 representatives so the project received a lot of input.

The Mayor interjected that the plan targets 2010 as the implementation date and the idea of striping or signing can be implemented as early as next year. He relayed that according to traffic engineering standards, once sidewalks are installed speeds will increase because of the perception of safety, acknowledging that this approach is counter-intuitive to many people. He agreed with Mr. Hier to continue to examine Comstock and to have the money available if it is decided to install a sidewalk. Mr. Strachan felt this is fine as long as something is done. Alex Butwinski added that with regard to Mr. Hurd's comments, safety was not the only consideration and all items were scored to determine community benefit. There was discussion about recent incidents.

Cynthia Sanabal, resident of Wyatt Earp, hoped that her neighborhood would be addressed before 2010.

Joe Kernan preferred high back curbs on The Spine but not necessarily everywhere in town. Carolyn Frankenberg felt that rolled curbs give drivers the perception of a larger roadway and more places to put their cars and high back curbs should be installed on all major connecting streets. Candace Erickson pointed out the number of cars parked on the rolled curbs on Deer Valley Drive forcing pedestrians to walk in the road. She believes high back curbs are appropriate on Little Kate, Monitor and Lucky John.

Evan Russack agreed with Roger Harlan about the problem of creating a perception of safety when in fact, the improvement may not create a safe situation.

There was discussion about high back curb costing about double of a rolled curb and having a shorter lifetime.

Kathy Kahn, WALC, understands if Council wants to reexamine the recommendation for Comstock but emphasized that the committee's recommendation mirrors the Landmark recommendation.

Rob Lee, WALC, felt it appropriate to install high back curbs on The Spine but not necessarily in the neighborhoods.

Carol Potter, WALC Chair, complimented the group again on consensus-building.

Roger Harlan supported high back curbs and a sidewalk on the north side of Little Kate to the Monitor Drive intersection, encouraging use of the Monitor Drive sidewalk to Lucky John to the schools (rather than building a sidewalk connection on Lucky John). Liza Simpson agreed with Mr. Harlan's comments and added that the sidewalk on Monitor should be widened with high back curbs and that the Lucky John and Monitor intersection should be realigned. Jim Hier did not want to make a decision on this tonight acknowledging the three Lucky John Drive residences where landscaping would have to be removed to accommodate a sidewalk. Candace Erickson stated that the sidewalk has evolved into a recreation trail connection and she is undecided about the extent of the propject. Alex Butwinski interjected that this is more than about kids walking to school, but creating a connection for walking and biking in Park Meadows. Removing landscaping was based on the needs of the entire community. Carolyn Frankenberg emphasized that school kids will not use the sidewalk on Monitor Drive even though it's only 3/10ths of a mile longer to school.

Roger Harlan addressed the responsibilities of the Council in wisely spending the $15 million. He felt that people should use sidewalks already constructed and building the portion of sidewalk on Lucky John at the taxpayers' expense seems out of balance. He didn't feel bicyclists will use the sidewalk and spending $500,000 for a few children doesn't seem to reflect good stewardship of the City's finances. He spoke about other neighborhoods with no sidewalks. Adam Strachan pointed out that the public overwhelmingly supported the $15 million walkability bond and the appointed committee is a sample of the community at large. WALC struck the best balance it could with the revenue available. Mr. Harlan restated his preference of ending the sidewalk at Monitor but installing high back curbs. Mr. Strachan commented on the importance of encouraging citizens to use a system which will become more popular over time. Mr. Hier spoke about the high use of Little Kate for the entire Park Meadows area and this is more than getting six to eight kids to school and the connection would become part of an overall trail system. Adam Strachan pointed out that the projects are all interconnected. Jim Hier noted that the Racquet Club improvements may prompt the potential for more traffic on Little Kate.

Joe Kernan stated that WALC improved The Spine concept from the Landmark Study and felt that improvements should be located where people actually walk. Dana Williams pointed out the number of *goat trails* in Prospector. He stated that he initially shared Roger Harlan's opinion about the sidewalk portion on Lucky John but has changed his mind because of trends with use on the North 40, although he feels terrible about removing landscaping. It is very difficult to determine if this is for the greater good. Candace Erickson recommended that after the projects are underway to focus on educating people on bike safety. Evan Russack referred to the WALC recommendations on public relations and marketing the system which includes an educational component.

Cynthia Sanabal, resident, felt that high back curbs belong in the Prospector neighborhoods. Jon Weidenhamer indicated that it may require removing mail boxes and creating a mail box kiosk for the neighborhood.

Tom Bakaly advised that the Little Kate project is slated for 2009 not 2010. Jim Hier asked for initial cost information, the cost for a sidewalk ending at Monitor and the cost for the Lucky John and Little Kate connection. Candace Erickson noted that much of this information is included in the report. The City Manager explained that the money could be budgeted this year and Liza Simpson expressed that she is comfortable with establishing a placeholder in the budget for the project. It was pointed out that the bidding process would begin in the early fall.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
MAY 22, 2008

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Library and Education Center on Thursday, May 22, 2008. Members in attendance were Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Phyllis Robinson, Public Affairs Manager; Kent Cashel, Deputy Public Works Director; Jim Carter, planning consultant; and Kirsten Whetstone, Planner.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

1. <u>Disclosure</u> – Joe Kernan disclosed that Talisker is among his recycling customers.

2. <u>Consideration of accepting the City Manager's recommendation to waive fees for the People's Health Center in the amount of $155</u> – All members concurred to waive the fees for this worthy non-profit organization.

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

1. <u>Prospector Square affordable housing units</u> - Bob Berube, Prospector Avenue, referred to a resolution adopted in 2007 on affordable housing guidelines. He believes that the units purchased by Talisker in the building create a change in use and asked if occupancy limitations applies to those units. The resolution provides for single occupancy at 275 square feet and the condominium units range from 250 to 270 square feet. Phyllis Robinson responded that the provision would apply to these units, except for existing units that may have dual occupancy and are grandfathered. He discussed over-crowding in units violating the Building Code which should be enforced. Phyllis Robinson stated that she will also check the development agreement governing the Talisker units and will contact Mr. Berube with that information.

2. <u>Police Department staffing</u> – Amos Pruden, resident, encouraged the Council to consider hiring more traffic cops. He feels Lowell and Empire Avenues should be better staffed during the ski season.

IV WORK SESSION NOTES AND MINUTES OF MEETINGS OF MAY 1, 2008

Roger Harlan and Joe Kernan made corrections to the minutes. Joe Kernan, "<u>I move we approve the work session notes and minutes of May 1</u>". Liza Simpson seconded. <u>Motion carried</u>.

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

V OLD BUSINESS *(Continued from a previous meeting)*

1. Consideration of ratifying a Use Agreement with Real Salt Lake for field use at the Quinns Junction Sports Complex, in a form approved by the City Attorney – Jon Weidenhamer explained that on May 1, the Council approved the general terms of a use agreement with Real and provided direction to proceed to finalize the terms. The Chamber has agreed to contribute $10,000 toward the proposal which is about half of the cost. However, another $4,300 is needed to provide a public restroom recommended to be split between the City and Real Salt Lake. The use agreement identifies 3,100 square feet of temporary building space and allows up to 3,700 square feet. Salt Lake Real is requesting 4,300 square feet so it reduces the number and cost of the utility connections. Garth Lagerway, General Manager, explained that the need for more space is being driven by costs because the larger space will work better for the team without significant modifications. Mr. Weidenhamer noted that staff is recommending the backdrop as opposed to a banner. Jim Hier, "I move we ratify the use agreement with Real Salt Lake for field use at Quinns Junction in a form approved by the City Attorney, with the modifications as proposed". Liza Simpson seconded. Motion unanimously carried.

2. Consideration of a Resolution adopting a tentative revised budget for fiscal year 2007 and the budget for fiscal year 2008 for Park City Municipal Corporation and its related agencies - Mayor Williams referred to the budget review conducted during work session and opened the public hearing.

Shirin Spangenberg, WALC member and representative of Prospector HOA, suggested narrowing Sidewinder and Wyatt Earp by painting lanes and installing a crosswalk at the intersection. She recommended Council to consider improving the *goat trails* in Prospector neighborhoods in the amount of $323,000. The neighborhood favors high back curbs and she encouraged outfitting traffic signal crosswalks with orange flags for pedestrians and better signage.

Mary Wright, Park Meadows resident, expressed concerns about the increase in the Marsac remodel project budget. City Hall will probably outgrow the renovation in three to four years. She feels the project should be reexamined, acknowledging that the departments have moved out, because of the impacts to the taxpayer. The building is unattractive. Jim Hier clarified that the projection for use is a minimum of 20 years before more space is needed for City Hall.

Carolyn Frankenberg, WALC and Park Meadows resident, relayed that she addressed Council last year about discouraging speeding by imposing higher fines. Feedback signs are not as effective as some may think and she asked members to staff a police officer in every single neighborhood to enforce speeds. She also asked that a citizen watch program be formalized and that speed limits be reduced in neighborhoods. Candace Erickson stated that two police officers were hired specifically for speed enforcement and she is receiving feedback in the community about citations being given; she urged Ms. Frankenberg to wait and evaluate this new effort. Ms. Frankenberg again asked if the fine could be set steep enough so it *hurts*. Jim Hier believed the City is limited in fine amounts by the state and he asked her definition of a *neighborhood*. Ms. Frankenberg explained that the areas she had mind include Park Meadows, Prospector, Old Town, Thaynes and the commercial district. Mr. Hier believed that the City may already have one officer per area. Joe Kernan asked for the average amount of time an officer spends in a neighborhood on enforcement.

Peter Marth, Hillside Avenue resident, stated that the number one complaint since he has lived here since 1981 has been speeding and traffic. He stated that speeds in the Marsac area exceed 40 mph, there are no cops there and he urged the purchase of permanent feed-back sign on every dangerous road. Hiring police officers is very expensive and they should be protecting the town. He asked that the Legal Department's budget be increased to better enforce the Land Management Code and protect the quality of life within our City limits. Projects are being rubber-stamped.

Judy Silben advised that Salt Lake County issues green stickers to drivers of electric or hybrid cars allowing them to park free. Mayor Williams expressed concerns about hybrid *Tahoes*, for instance, which are not great statements on sustainability.

With no further input, Roger Harlan, "<u>I move to continue the hearing to May 29, 2008</u>". Jim Hier seconded. <u>Motion unanimously carried</u>. Jim Hier stated that he feels it worthwhile to explore a program to define the best locations for feedback signs so that funding can be set aside in the budget. Roger Harlan understood that the state sets fines and the City Manager stated that staff will research this. Mayor Williams also felt feedback signs work well and Candace Erickson noted that the effect significantly lessens with time, especially with locals. Jon Weidenhamer added that the neighborhood traffic management program addresses how, when and where permanent feedback signs are used to formulate an associated budget.

3. <u>Consideration of approving an Ordinance annexing approximately 286.64 acres of property located at the southwest corner of the SR 248 and US40 Interchange in the Quinns Junction area, known as the Park City Heights Annexation, into the corporate limits of Park City, Utah, and amending the Official Zoning Map of Park City to zone the property in the Community Transition Zoning District (CT)</u> – Jim Carter, planning consultant for the City, explained that the public hearing on the annexation was opened and continued at the Council meeting held on April 24, 2008. It is suggested that Council focus on issues relating to the zoning, affordable housing, traffic, and sustainable development. It is also recommended to continue the public hearing this evening to June 5, 2008. He reiterated that direction is needed from Council members whether the CT Zone is appropriate. Residential density in the CT Zone could increase

from one unit per 20 acres to a maximum of one unit to one acre and the staff report addresses the 3:1 density option which is not applicable to this project and only relates to non-residential density in the CT Zone. He encouraged discussing density with the affordable housing element and referred to the Hales Engineering Report on traffic impacts of the project. Staff is recommending that system improvements be requirements of the annexation to mitigate traffic issues. However, these will not fix existing traffic conditions on SR248 but instead are system improvements to ameliorate problems to the extent possible.

Jim Hier stated that the CT Zone was evaluated by the task force and the Planning Commission and both bodies forwarded a positive recommendation and he proposed to move forward. All other members agreed. In response to a question from Joe Kernan about meeting the standards of the sensitive lands overlay zone, Mr. Carter explained that the MPD meets the substantive requirements of the SLO Zone. The nine elements to make a determination to increase density above the base of 1:20 are included in the staff report. Staff is seeking feedback from Council on whether the traffic analysis can be relied upon and that the traffic impacts are incremental. The traffic report suggests that even with variations in density on the site, the incremental change in traffic will be imperceptible. Roger Harlan expressed concerns with the statement that traffic will not be impacted with the density of the project.

Kent Cashel explained that it is anticipated that the project will add cars to the current peak hour flow but there will be a park and ride on the corridor. He believed the development will shift the transportation mode to public transit because of the available high level of service. However, it is difficult to determine the direction of peak flows from and to the location and the growth around the area will have a much larger impact. Mr. Cashel urged Council members to be consistent in reviewing Park City Heights' traffic impact and next week the SR248 corridor plan will be presented. Staff will be recommending considering designating high occupancy vehicle lanes and dedicated bus lanes along the corridor which can significantly reduce problems. In response to a comment from Candace Erickson, Mr. Cashel explained that the assumption is adding numbers to both directions of travel during peak hours equal to 16% of 2,000 or about 300 trips. He felt there will be high ridership from the affordable housing component. Jim Hier felt that the affordable housing feature has the potential of housing some commuters from outlying areas and the second home component is a positive. He believed the data in the traffic study is reliable noting that it has been revised several times. Spencer White, agent for Park City Heights, explained that the project site qualifies for school buses, which was not included in the study and the Rail-Trail is paved all the way out to the old dump road. In response to concerns expressed by Roger Harlan about the validity of traffic projections in the study, Jim Hier stated he believes that the traffic generated from the project will not seriously impact flow, because it is incremental growth. The 11,000 units planned for Jordanelle will have a much more significant impact. The Mayor asked if members agree with the system improvements proposed. Kent Cashel added that Council will have an opportunity with future projects to require use of the park and ride. Jim Hier discussed the IHC annexation where provision was made in sharing the costs of impacts to the corridor from other growth and this project should share similar responsibilities based on the same formula. He believed it is based on incremental traffic counts and further engineering studies.

Phyllis Robinson referred to her staff report where six interrelated elements are identified. There are specific affordable housing requirements associated with the CT Zone. Affordable housing obligations triggered by an annexation are established at 15% but the applicant is hoping to achieve the 1:1 allocation. This adds 5% over the 15% which based on the 157 market rate units proposed would add a housing obligation of 31.4 affordable unit equivalents. The developer is proposing those to be developed as townhomes. She explained that the next piece is an additional set of units that are recommended to be relocated to the site, which are part of the IHC and Burbs LLC annexation, which is Phase 1 of the units associated with the hospital development which is an additional 44.78 affordable unit equivalents. When the annexation agreement was signed, IHC agreed to not immediately move forward on the development of the affordable housing units on the five acre portion donated to the City for the purpose of affordable housing. The task force recommended the relocation of the units to the Park City Heights site; all members agreed with this approach.

She addressed the 20 affordable unit equivalents associated with The Montage Hotel. Talisker committed to constructing 20 affordable unit equivalents as an additional community benefit and the Amended and Restated Development Agreement for Flagstaff states that these units may be located at Quinns Junction which is also consistent with the amended housing technical report. Talisker is proposing 16 units. Roger Harlan expressed concerns about the number of affordable housing units proposed at Quinns Junction. Ms. Robinson summarized that Talisker has a 118.9 affordable unit equivalent obligation and there is a 25% on-mountain requirement which is 24.725 unit equivalents. Eight unit equivalents are associated with the Prospector Square condominium purchase by Talisker, leaving an outstanding balance of 66.175 affordable unit equivalents. The amended technical report is not specific as to the total number of units or the location although it recommends locations for Talisker to consider. The inclusion of these unit equivalents at Quinns is consistent with the amended technical report and Development Agreement but Ms. Robinson emphasized that no formal action has been taken on either proposal so there is no density determination. Talisker has proposed affordable housing units in excess of its obligation and these units would provide additional stock and could contribute to the overall diversity of the product type and pricing. There was discussion about the Planning Commission deliberations where Talisker's 30 attainable units were eliminated. Jim Hier noted that he agrees with the Planning Commission because they are not required or part of the market units and not appropriate for this location. Candace Erickson agreed because the density is higher than she would like and the IHC units are something we are asking them to absorb and should not count toward the density. Roger Harlan supported the deletion of the 30 affordable unit equivalents or 52 units. Joe Kernan believed the only downside with building more affordable housing is the potential loss of open space. Dana Williams pointed out that attainable housing is very different than affordable housing. Mr. Kernan noted that attainable housing has value to the community and he is supportive of adding this type of housing. Liza Simpson felt the 30 unit equivalents should be eliminated and Mark Harrington explained that the applicant agreed to withdraw those units.

David Smith, attorney for Talisker, pointed out that Quinns Junction presents a unique opportunity. It is at the Council's discretion to determine as a matter of policy if it is appropriate to satisfy its long term affordable and attainable housing goals or whether it is more comfortable with lower density. The Planning Commission dropped the 30 units but if the Council wants to go another direction, the developer can formulate a different deed restricted mix. Spence White noted that a transportation mode shift was a topic of discussion at meetings as well as some small commercial component. He felt this would be beneficial in making the area more sustainable and less dependent on driving into town. With regard to defining density, Mr. White emphasized that the MPD process will refine the footprint and he encouraged members to keep an open mind. Jim Carter explained that the level of complexity involves multiple variables that need to be addressed simultaneously and it was not intended to arrive at a density number from this meeting but to get a clear idea from members with regard to the affordable housing component from this meeting. Density will be addressed further at the next meeting. For the benefit of Mr. Hier, Mayor Williams stated that the majority consensus is to remove the 30 units.

In response to a question from the Mayor, David Smith explained that 29 affordable housing units relate to the Marsac Avenue and Daly Avenue proposals and even with the dropped 30 units, Talisker will meet its housing obligation. Jim Hier posed an alternative of capping the obligation at 66.175 units now and as they are built within the existing City limits, they could be substituted at the Quinns location. The development (annexation) agreement should indicate the maximum number of units or a range of units that would be acceptable before this is presented to the Planning Commission. He feels that the annexation agreement should include density numbers. Joe Kernan preferred that more affordable housing be built on-site or in the core of town. Mr. Hier supported building attainable housing at Quinns as a substitute for affordable housing and if affordable housing is built within the current City limits, it would be subtracted from the units at Quinns. Mayor Williams discussed the potential of the Silver Mine Adventure site for affordable housing which has never been formalized. Candace Erickson agreed with Mr. Hier about the need for affordable housing but not cramming it on one site. Number of units may not be as important as configuration of different types of units; she feels types of units should be mixed. Ms. Erickson added that she is not supportive of commercial at this point.

David Smith expressed concerns with Talisker relying on a *rolling* formula since they don't know what will be approved and where which takes away their ability to adequately plan. He mentioned the unanticipated reaction from Prospect Square Condominium owners about Talisker's purchase and he suggested that as units are actually built, the deed restriction on those units be removed and the stock return to market rate units. Members felt his proposal is workable. Jim Hier believed that

Talisker could still plan in phases with the formula. Phyllis Robinson pointed out that there is an ability in place to trade out the Prospector units.

Ms. Robinson addressed the green building element. She explained that in order to achieve the 1:1 density in the CT Zone, the MPD must implement City approved sustainable green building practices that are in place at the time of the application. Staff is exploring a requirement to achieve a minimum score on the Built Green Check List or a LEED Silver Rating for homes, recognizing that there may be other programs. Staff is promoting water conservation levels in the project that would exceed any voluntary levels and minimizing turf. There was brief discussion on conducting a neighborhood pilot program and Mr. White pointed out that the LEED neighborhood pilot program relates more to an urban setting but the residential component of the project is more rural in character. Trying to meet the LEED neighborhood pilot program criteria would be impossible. Phyllis Robinson discussed selecting appropriate criteria to apply and Mayor Williams felt there are a number of checklists to use as models. There was discussion about defining mandatory and voluntary green building practices and Jim Hier explained that the MPD process will provide an opportunity for refinement. The Utah Building Code Commission may be passing regulations with regard to water conservation where a municipality can define a specific zone as a conservation zone which may be helpful as another tool. The Mayor opened the public hearing.

Mike Sweeney, developer and business owner, stated that he served on an affordable housing committee and is confused about Council's direction on affordable housing. He feels it important that the annexation document be clear.

Julia Petit, Planning Commission, believes that considering the size and location of the project, there is an opportunity to implement green building strategies and to create a great example to the City's commitment to the environment. This is cutting edge for city planning and there is an opportunity here. The LEED neighborhood pilot program is just an example. She encouraged thinking broadly so that planning can be creative during the MPD review. Jim Hier believed this could be easily included in the annexation agreement and he agreed that the project could be a great example. Mayor Williams believed that this may be the last residential project of its kind to be built within our City limits. Many existing residential subdivisions are not that great and not designed very well.

Peter Marth, Hillside Avenue resident, warned members not to rely on the traffic study because the numbers are skewed. He believed the project will place a lot of pressure on SR248 and traffic problems will not be mitigated until the highway is widened. He spoke about the barrier installed about ten years ago to slow traffic coming into town and widening SR248 would be the biggest mistake this town could make. Candace Erickson agreed. It is impossible to mitigate large volumes of traffic. He felt photovalaics should be installed on every building.

With no further input, the public hearing was closed. Jim Hier, "I move to continue the public hearing to June 5th ". Liza Simpson seconded. Motion unanimously carried.

VI ADDITIONAL DISCUSSION – AGENDA ITEMS

None.

VII ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 1 p.m. Members in attendance were Mayor Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Myles Rademan, Public Director; Jon Weidenhamer, Project Manager; Tom Daley, Deputy City Attorney; Matt Twombly, Project Manager; Diane Foster, Sustainability Manager; and Mark Harrington, City Attorney. Roger Harlan, "<u>I move to close the meeting to discuss property</u>". Liza Simpson seconded. <u>Motion carried unanimously</u>. The meeting opened at approximately 3 p.m. Liza Simpson, "<u>I move to open the meeting</u>". Joe Kernan seconded. <u>Motion unanimously carried</u>.

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

Prepared by Janet M. Scott

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Janet M. Scott, City Recorder

MEMO

Executive Department

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To: **City Council**
From: **Tom Bakaly, City Manager**
Subject: **1st Quarter (January - March)**
Date: **June 5, 2008**

On June 5, 2008, we have scheduled time in work session for City Council to review goals and action items.

We continue to tentatively add (in bold) new action items to your goal status report based upon individual input from Council members, the Mayor and staff.

The report also includes quarterly summaries related to traffic calming and neighborhood service requests. This work session will provide an opportunity to for departments to provide operational updates on Council goals if requested.

2008 Park City Goals and Targets for Action – 1st Quarter Report (January - March)

TOP PRIORITY				
Goal 1 Quality and Quantity of Water - Dana Williams and Candace Erickson; Alternate, Jim Hier				
Target for Action ***Staff Coordinator***	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
1. Pipeline/Preferred Project Agreements Jerry Gibbs	Determine a preferred project with Weber Basin and Bureau of Reclamation 1. Design of Pipeline Improvements 2. Pipeline Construction Begins	 01/07 04/09	 **12**/08 04/10	 Pending Pending
2. Judge Water Treatment Plants **Kathy Lundborg**	1. Judge: JSSD Engineering Design for delivery 2. Judge: Determine Scope and Timing for Plant Design and Construction 3. Judge: NPDES Permit 4. Judge: Resolve Pump Station Location and Land Transfer with Talisker 5. Judge: JSSD Delivery System Construction 6. Judge Portal to JSSD Plant Design & Construction	 08/04 09/05 12/05 04/06 12/09	**07**/08 09/08 **12/08** 12/08 **03/09** 12/09	Pending Pending Pending Pending Pending Pending
3. Other Water Solutions – Supply Options/ Conservation Jerry Gibbs/**Kathy Lundborg**	1. Summit County, Snyderville Basin Water Reclamation District Cooperation Discussions /Stream Flow Enhancements 2. JSSD Water Discussions 3. Water Demand Reduction Plan **4. Water Rate Methodology Discussion**	Annual Annual 12/07 **03/08**	 **07**/08 	Ongoing Ongoing Pending **Pending**
4. Water Funding Strategy Jerry Gibbs	1. Pursue future appropriations and authorizations	Annual		Ongoing

TOP PRIORITY

Goal 2 *Preservation of Park City Character* – Liza Simpson and Dana Williams; Alternate, Candace Erickson

Target for Action ***Staff Coordinator***	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
1. Old Town Improvements	1. Downtown Projects			
Jonathan Weidenhamer and	- Town Plaza/Swede Alley			
Dave Gustafson	- USPS Talks, Site footprint determined	06/07	0**6**/08	In Progress
	- Plaza Discussions	09/07	**09/08**	Pending
	- Shell space			
	- Execute tenant contracts	04/07	**06**/08	In Progress
	- Construction Complete	09/07	**06**/08	Pending
	- Marsac Building			
	- Move into temporary spaces	04/07	05/08	**Complete**
	- Construction Start	10/07	0**6**/08	Pending
	- Construction end	10/08	08/09	Pending
2. Affordable Housing	**1. Snow Creek Affordable Housing**			
Phyllis Robinson	- Pre MPD application for Snow Creek parcel	06/07	01/08	**Complete**
	- Subdivision/MPD application	07/07	05/08	**In Progress**
	- Groundbreaking		07/08	Pending
	- Completion in 2009			Pending
	2. Quarterly Housing Status Report – Set 200**8** in lieu fees	06/08		In Progress
	3. Monitor Developer Obligations	06/08		Ongoing
	4. Analysis of deed restrictions and selection criteria	10/07	06/08	**In Progress**
	5. Housing General Plan Element Review & Update	**08/08**		Pending
	6. Seasonal Housing Needs Assessment		09/08	Pending
3. Trash and Recycling	1. Decision on recycling facility relocation		TBD	Pending
Jerry Gibbs	2. Joint County Trash and Recycling Study		05/08	In Progress
4. Environmental Initiatives	1. Implement Strategic Plan	Ongoing		Ongoing
Diane Foster	2. Wasatch Back Environmental Alliance – **Restart Group (dormant for 11 months)**	Ongoing	**05/08**	**In Progress**
	3. Rocky Mountain Energy Grant Findings	05/07	**05**/08	In Progress
	4. Develop General Municipal Building Efficiency Measures	10/07	**05**/08	In Progress
	5. Explore renewable energy options at Park City Ice Arena	04/08	**05**/08	**Complete**

TOP PRIORITY

Goal 2 *Preservation of Park City Character* – Liza Simpson and Dana Williams; Alternate, Candace Erickson

Target for Action ***Staff Coordinator***	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
	6. Internal recycling program (City operations)		**06/08**	**In Progress**
	7. Inventory CO2 emissions from City operations	10/07	**07**/08	In Progress
	8. Develop employee carpool campaign	04/08	**07/**08	Pending
	9. Measure environmental footprint of City operations		**09/08**	**Pending**
	10. Explore mandatory green building initiatives	02/08	**10**/08	In Progress
	11. Energy Audits of Council Member Homes	10/08		In Progress
5. Historic Preservation **Gary Hill, Interim**	1. Retain Historic Significance Designation	Ongoing		Ongoing
	2. 801 Park Ave Preservation – anticipated completion		06/08	Ongoing
	3. Historic District Guideline Revisions		0**7**/08	**Pending**
	4. Amend LMC as needed		12/08	Ongoing
	5. Implementation of City-owned Historic Structures Plan		12/08	Ongoing
	- Upper Main/Park/Sandridge Structures		12/08	Ongoing
6. Senior Issues Phyllis Robinson	1. Conduct assessment of Senior Center and other services		9/08	Pending
7. Staffing Plan for Sustainable Vision and Implementation	1. Pursue self-managed teams to frame policy direction and implement Council Goals	12/06		Complete
8. Park City Heights Task Force and Annexation **Gary Hill, Interim**	1. Completion of Task Force Discussion	06/07		Complete
	2. Annexation – PC review and recommendation to CC on Development Agreement	12/07	0**4**/08	**Complete**
	3. Annexation - City Council Determination	**07/08**		**Pending**
9. Emergency Transitional Needs (Peace House) Phyllis Robinson	1. Needs Assessment		10/08	**In Progress**
10. City Owned Property Master Plan (Park Ave/Woodside Ave) Phyllis Robinson	**1. Identify site alternatives**		**08/08**	**In Progress**

TOP PRIORITY				
Goal 3 *Effective Transportation and Parking System* – Jim Hier and Roger Harlan; Alternate, Liza Simpson				
Target for Action ***Staff Coordinator***	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
1. Neighborhood Traffic Management **Brian Andersen**	**See attached Neighborhood Traffic Management Summary Report** **1. Review Neighborhood Traffic Management Policy**	**01/08**	**03/08**	**Complete**
2. Regional Transportation **Kent Cashel**	1. Enhance Transit Marketing 2. Implement employee carpool incentive program 3. Secure land for expanded transit maintenance storage facility **4. Complete Environmental Assessment work on Ironhorse Site for expanded Transit Facility**	Annual Annual 06/05 **06/08**	 **06**/08	Ongoing Ongoing In Progress **In Progress**
3. Transportation Strategic Plan Kent Cashel	1. Alternative Transportation/Walkability Study 2. Annual Progress Report to City Council 3. Implement Transportation Plan Strategies 4. Implement Task Force Recommendations	06/06 12/06 09/07	03/07 05/07	Complete Ongoing Ongoing **Ongoing**
4. Public Parking Brian Andersen, Kent Cashel	1. Winter Usage Report **and Review Paid Parking Hours** **2. Discussion with HMBA re: drop off zones**	**03/08** **04/08**	**05/08** **08/08**	**In Progress** **In Progress**
5. Community Transportation Plan Kent Cashel, Jonathan Weidenhamer	1. Park and Ride 2. Entry Corridor			**In Progress** **Ongoing**
6. Hwy 248 Kent Cashel	**1. Short Term Assessment and Options** **2. Long Term Assessment and options**	**04/08** **04/08**	**05/08** **09/08**	**In Progress** **In Progress**
7. Snow Removal Pace Erickson	**1. Assess, compile and address small action items** **2. Update on timeliness, cost, storage and hauling tradeoffs** **3. Plan for future enhancements including walkability policy implications**	**06/08** **06/08** **06/08**		**In Progress** **In Progress** **In Progress**

TOP PRIORITY				
Goal 4 ***World Class, Multi-Seasonal/Resort Community*** **– Jim Hier and Liza Simpson; Alternate, Joe Kernan**				
Target for Action ***Staff Coordinator***	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
1. Economic Development Jonathan Weidenhamer	1. Implementation of 2008-2010 Economic Development Plan			Ongoing
	2. City-wide market analysis & carrying capacity study	06/08		Pending
	3. Oquirrh Institute ED Grant Follow-up		0**7**/08	Pending
	4. Park City Silly Market ED Grant Follow-up		0**7**/08	Pending
2. Support for Arts Gary Hill, Sharon Bauman	1. Art in Public Places Implementation	Ongoing		Ongoing
	2. Bus Shelter Implementation			
	- Release RFP for new shelters (Phase II)		0**6**/08	In Progress
	- Completion of 8th Shelter - Arts Kids		0**6**/08	In Progress
	3. Pocket Park Benches			
	- Release RFP for Prospector Parks (Phase II)		08/08	In Progress
	5. Poison Creek Fish Sculpture Installation		08/08	In Progress
	6. Memory Wall - Work Session Discussion			**Pending**
	7. Police Facility Lobby Art - **installation**		**09/08**	Pending
3. Community Amenities and Events: Evaluation, Future Direction Jonathan Weidenhamer & Max Paap	1. Museum Expansion			**In Progress**
	2. Destination Events/Activities Joint Venture	07/05		Ongoing
	3. Golf Course Pro Shop Acquisition	Ongoing		Ongoing
	4. Joint Venture Annual Update – Chamber	Annual		Annual
	5. Strategic Plan for Farm		**06**/08	Pending
	6. Evaluate Community Wireless Opportunities	11/08		In Progress

HIGH PRIORITY				
Goal 5 Recreation, *Open Space and Trails* – Candace Erickson and Liza Simpson; Alternate, Joe Kernan				
Target for Action ***Staff Coordinator***	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
1. Ongoing Open Space Acquisition **Matt Twombly, Diane Foster**	1. Flagstaff - Distribution of open space contribution 2. Gambel Oak - Legislation 3. Red Maple/Air Force 4. Other Properties	03/04 10/04 10/04 **Ongoing**	 11/07 04/08	Ongoing Ongoing Ongoing **Ongoing**
2. Conservation Easements Myles Rademan/**Diane Foster**	1. Additional easement monitoring on new acquisitions 2. Conservation Easement on Clissold	08/05 06/08		Pending Pending
3. Trails Matt Twombly	1. Round Valley Trails - Friends of Trails -Quinn's Loop trails 2. Trailhead Parking Phase II a. Cove c. Other sites as available 3. WALC Recommendations 4. Review funding level required for trail maintenance standards in trails master plan and present during budget 5. Investigate maintenance standards compared to Basin Recreation for trails	 09/07 03/08 05/08	 03/08 03/08	 In Progress Pending In Progress In Progress In Progress
4. Neighborhood Parks/City Park Ken Fisher/**Matt Twombly**	1. Old Town Park (Wisnewski) - RFP for design services - Construction Contract 2. Lights on Basketball Court & Volleyball Court 3. Dog Park – Formation of friends group - Complete Dog Park 4. Neighborhood Park on Holiday Ranch Loop - RFP for design services/development of master plan - Present design options to community - Cup for development of park	 01/08 02/08 06/07 01/08 01/08 03/08 05/08	 05/08 06/08 07/08 **07/08**	 **Complete** Pending In Progress Pending Pending **Complete** **Complete** Pending

HIGH PRIORITY				
Goal 5 Recreation, *Open Space and Trails* – Candace Erickson and Liza Simpson; Alternate, Joe Kernan				
Target for Action ***Staff Coordinator***	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
5. Ice Rink Stacey Noonan	1. Upgrade Sound System 2. Redesign Ice Arena Website 3. Install exterior lighting from overflow parking lot 4. Ice Fundraising & Naming Rights Campaign 5. Ice Arena Completion – final punch list	04/08 04/08 04/08 08/06	 08/08 08/08	In Progress In Progress In Progress In Progress In Progress
6. Recreation and Racquet Club: Next Steps Ken Fisher	1. Dirt Jump Park - **See Holiday Ranch park** 2. Racquet Club/recreation - Recommendation – future capital improvements **- Recommendation to City Council for funding**		 01/08 **06/08**	 **Complete** **Pending**
7. Outdoor Recreation Complex Matt Twombly	1. Phase II Improvements	FY'10		Pending
8. Walkability Implementation Phase I Matt Twombly	1. Bond & Walkable Advisory Liaison Committee prioritization 2. Projects to be **approved** during budget process 3. Implementation	03/08 03/08 **2009/10**	**05/08** **06/08**	**Complete** Pending Ongoing

HIGH PRIORITY				
Goal 6 Regional Collaboration and Partnerships				
Target for Action ***Staff Coordinator***	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
1. Transportation Kent Cashel	See Goal #3			
2. Flagstaff-Wasatch County Tom Bakaly	1. Work with Wasatch County re SR-224 and public versus private access	09/04	04/08	Ongoing
3. Recreation Ken Fisher	See Goal #5			
4. Health Pace Erickson	1. Noxious weed coordination 2. Enforcement on private property	08/04 Ongoing		Ongoing Ongoing
5. Water Jerry Gibbs	See Goal #1			
6. Solid Waste Jerry Gibbs & Joe Kernan	1. Implementation of Solid Waste Alternatives	11/05	08/08	Pending
7. Mosquito Abatement Pace Erickson	1. Continued coordination with Summit County	Ongoing		Ongoing
8. Wasatch Back Alliance **Diane Foster**	1. **Restart group (has been dormant for 11 months)**	Ongoing		**Restarted**
9. Library Linda Tillson	1. Library Reciprocal Borrowing for Summit County Students	Ongoing		Ongoing
10. Inter-Agency Task Force	1. Continued Participation Meet in Wasatch County (JSSD) -Update of Jordanelle Master Plan	**Ongoing**		**Ongoing** **Complete**

OTHER PRIORITIES				
Goal 7 Open and Responsive Government to the Community – Roger Harlan and Joe Kernan; Alternate, Jim Hier				
Target for Action ***Staff Coordinator***	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
1. Community Vision 2015 and Beyond **Myles Rademan** **Phyllis Robinson** **Gary Hill, Interim**	1. Community Involvement & Outreach Program Develop 2. Update Material for Vision Presentations 2008 3. Develop Neighborhood Request Tracking Report (attached – Attachment B) 4. Review 2nd Homeowners Social (1st weekend in August) 5. Neighborhood Interest Group Meetings 6. General Plan Review with Planning Commission 7. General Plan Update Phase 1 (Outline) 8. Neighborhood Meetings	04/08 Monthly 05/04 Annual Ongoing Annual TBD	**06/08** 06/08	**In Progress** Ongoing Ongoing Ongoing Ongoing Ongoing In Progress In Progress
2. Budget Review & Benchmark Gary Hill	1. Bi-weekly budget review meetings 2. Phase II Benchmarks determined with CAST 3. Finance/Citywide Software System Conversion a. Planning and permits b. Position Budgeting - pending Budget Module c. Budget	Ongoing	 07/08 04/08 10/08 10/08	Ongoing In Progress **Complete** Postponed Postponed
3. Customer Service: Evaluation & Action Plan Myles Rademan	1. Accountability/responsibility training for Staff 2. Volunteer Bank – review program 3. City “Fam” Tour 4. Employee Survey & Training - communication of results	Monthly Annual Ongoing	 04/08	Ongoing Pending Annual Ongoing
4. Public Safety Lloyd Evans	1. Select & Hire a new Chief of Police 2. Emergency Response Plan Updated - Staff Training 3. Community Oriented Program – Citizens Academy 4. Develop Policy & Implement Tasers	04/08 08/07 12/07 12/06 11/07	 07/08 09/08 09/08 09/08	**Complete** In Progress Pending Pending In Progress

OTHER PRIORITIES				
Goal 7 Open and Responsive Government to the Community – Roger Harlan and Joe Kernan; Alternate, Jim Hier				
Target for Action ***Staff Coordinator***	**Actions**	**Initial Target Date**	**Revised Target Date**	**Status**
5. Communications **Phyllis Robinson** **Scott Robertson**	1. Leadership 101 2. Media Seminars 3. Sustainability Promotion 4. Park City University 5. Communications Strategic Plan & Website Upgrade	Ongoing Ongoing Ongoing Ongoing 04/08	 02/08 03/08 **07/08**	Ongoing Ongoing Ongoing Ongoing **In Progress**

Neighborhood Traffic Management Summary Report ATTACHMENT "A" TO QUARTERLY STATUS REPORT					
Location	**Date Recd**	Phase 1 Meeting	**Citizen Concerns**	**Phase 1 Follow-up**	**Date Completed**
Comstock Drive	**Revised petition 06/07**	**07/10/07**	• Traffic speed and high traffic volumes	• Improve visibility of 25 MPH signs • Enforcement • Permanent driver feedback signs installed • Narrow travel lanes (repainted) • Install "residential area" signs • Painted intersection sight lines • Installed No parking 7-9am on east side • Commercial traffic study Petitioners request no further actions until WALC process **is completed**	July 07 Ongoing Sept 07 Sept 07 Sept 07 Aug 07 **In Process**
Woodside Avenue	**03/08**	**04/08**	• **Wintertime traffic flow (request for one-way**	•	**Pending**

Neighborhood & Business District Needs Assessment
Request for Elevated Levels of Service Request (RELS) - ATTACHMENT “B” TO QUARTERLY STATUS REPORT

Deer Valley Drive and Sunnyside Drive Neighborhood

Weidenhamer

Status Report

Staff met with neighborhood and prioritized requests – Project 1sidewalk on Deer Valley Drive completed. City bus stop installed. Project 2 pending completion

Target for Action	Responsible	Actions	Target Date	Status	Budget
1. Pedestrian Lighting	Twombly (PCMC)	Install street and pedestrian lights from Stonebridge condos to roundabout	12/07	Cost identified ($250k) not in CIP budget	No City funding Private funds: Deer Valley Resort; Neighborhood SID
2. Bus Stop	Cashel	1. The school bus stop will be temporarily relocated to the NW corner of Sunnyside and Deer Valley Drive to accommodate construction of 601 & 605 Deer Valley Drive at the NE corner. 2. Concrete pad installed. Shelter to be installed **winter 07-08. Concrete pad was installed too close to fire hydrant. Bus shelter redesigned and reordered to accommodate the concrete pad and fire hydrant**	11/06 **08/07**	 **June 08**	Private **Existing PW**

Neighborhood & Business District Needs Assessment
Request for Elevated Levels of Service Request (RELS) - ATTACHMENT "B" TO QUARTERLY STATUS REPORT

Little Kate Road, Holiday Ranch Loop Road, Lucky John Drive

Status Report
Traffic Calming process has evolved into Walkability Study / Bond process to address capital projects requested.
Walkable Implementation - Approved with 2008 budget
Formation of Walkability Advisory Liaison Committee (WALC) - contingent on bond passing 10/07
Approval of Walkability Bond - 11/07
WALC recommendations finalized and presented to City Council for review during FY2009 budget

Target for Action	Responsible	Action	Target Date	Status	Budget
1. Crosswalks	**Streets Dept**	1. Crosswalks installed at Little Kate and Lucky John	12/05	Completed	Existing budget
2. **Monitor & Little Kate Intersection**	Weidenhamer/ **Gibbs, Fisher**	1. Realignment of intersection for a 4-way - Funding allocation ($75k) put in '07 budget 2. Temporary bus pullout 3. Install 3-way stop signs 4. Phase 2 – Racquet Club remodel; realign 4 way intersection/ 4-way stop; permanent bus pullout	08/06 008/06 07/07 Pending Raq Club process	Completed Completed Completed **Completed** **Part of WALC recommen-dations**	Funded CIP Existing PW

Target for Action	Target for Action	Target for Action	Target Date	Status	Budget
3. **Pedestrian connection from** Little Kate from HRL to schools	**Weidenhamer**	**1. Pending Bond outcome for final project determination** **2. Install "Abutting School Zone" signs w/flashing beacons**	**11/07** **11/07**	**Bond Process** **Signs ordered**	**FY08/09** **Existing**
4. Study on Walkable Community/Trails Master Plan Update	**Weidenhamer**	**1. Final direction on projects pending bond approval/denial**	**11/07**	**Pending**	**Pending**

City Council Staff Report

Subject: City Manager Recommended Budget
Author: Nate Rockwood, Hugh Daniels
Department: Budget, Debt, & Grants
Date: June 5, 2008
Type of Item: Informational/Legislative

Summary Recommendations:
Hold a public hearing on the City Manager's Recommended Budget. Provide direction concerning new and amended policies and objectives as contained in the proposed budget, and adopt the Tentative Revised Budget for FY 2008 and the Tentative Budget for FY 2009 for Park City and its related agencies.

Topic/Description:
FY 2008 Revised Budget and FY 2009 Proposed Budget

Background:
The City's budget process began in January with the Council Visioning Session. Staff received direction from Council at Visioning Session concerning topics, requests, and discussions to include in the upcoming budget. Department heads then compiled operating budget requests to present to the City Manager. These requests were considered during a series of meetings between functional teams and the City Manager in March. The requests were then approved or denied (or in some cases modified). Capital requests were sent to the CIP Committee in March for prioritization. The CIP Committee forwarded its recommendation to the City Manager. The City Manager made final decisions on operating and capital requests in April.

On April 28th, staff delivered the City Manager's Recommended Budget (Tentative or Proposed Budget) to City Council. Council discussion and public hearings were held on May 1st, 15th, 22nd, and 29th. In these meetings, Council and staff discussed long-range financial impacts, departmental operating budget requests, and capital requests, including the Energy Efficiency Remodel, Marsac Seismic Upgrade, Walkability Projects, and the Racquet Club Renovation. Council and staff also discussed the Water Fund (infrastructure projects, fee analysis and proposal), Ice Facility Fee Structure, Pavement Management, and Fire Service District budget. Further public hearings are currently scheduled for June 5th, 12th, and 19th. Discussion/action is slated for these dates as follows, barring changes as needed:

June 5 – Budget Policies, Fee Resolution, Comprehensive Emergency Management Plan, Outstanding Budget Issues, Adoption of Tentative Budget.

June 12 – Outstanding Budget Issues

June 19 – Personnel Policies and Procedures, Planning Commission Stipend, and Presentation & Adoption of Final Budget

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

1. Budget Policies
    a. Reserves Policy
    b. Contracting and Purchasing Policy
    c. Asset Management Policy
2. City Service Fees (changes to the Fee Resolution)
3. Comprehensive Emergency Management Plan
4. Outstanding Budget Issues
5. Adoption of the Tentative Budget

Budget Policies

Reserves Policy:

Staff recommends that Council adopt a change to the Reserves Policy in the Budget Document which includes additional provision to the Capital Improvements Fund section. This change will clarify the City's purpose for maintaining a $5 million balance in the Five-Year CIP as permitted by Utah State Code (§ 9-4-914).

Retaining a significant balance reserved for emergencies will allow the City the greatest chance of receiving a high bond rating for any upcoming bonds. Bond rating institutions such as Standard & Poor's and Moody's do not publicize the formula used when assigning a bond rating. However, there are several important factors which play a role in the process, these include items such as bond amount, revenue source and stability, and a basic evaluation of the economic strength of the entity, as well as the effectiveness of the governing process to manage performance and address problems. A formalized financial reserve policy is a consistent feature of most of Standard & Poor's highly rated credits.

Maintaining a high bond rating is especially important during times of economic instability. By maintaining a high bond rating the City will receive better coupon (interest) rates on future bonds. The following analysis illustrates the positive impact of retaining a high bond rating.

Assuming the City issued all of the debt currently contemplated or authorized (approx. $60 million) with a 15 year amortization and at the City's current bond rating (AA), the city could save an estimated $2.1 million in interest over 15 years, compared to a downgraded bond rating. In addition, the interest on $5 million compounded yearly over 15 years will total over $3 million. Therefore, considering only this year's proposed bonds, this policy will recoup close to 80 percent of the incurred cost.

Projected Bond Cost with $5m. Reserve at AA Bond Rating				
Projected Bonds	OTIS	Open Space	Walkablity	Total
Type of Bond	Sales Tax Revenue	GO Bond	GO Bond	
Estimated Bond Amount	$ 25,000,000	$ 20,000,000	$ 15,000,000	$ 60,000,000
Total Cost With Current Rating	$ 32,919,933	$ 26,280,573	$ 19,710,341	$ 78,910,846

Using $5m. Today with Rate Downgrade				
Projected Bonds	OTIS	Open Space (-$5m.)	Walkablity	Total
Type of Bond	Sales Tax Revenue	GO Bond	GO Bond	
Estimated Bond Amount	$ 25,000,000	$ 15,000,000	$ 15,000,000	$ 55,000,000
Total Cost With Current Rating	$ 32,919,933	$ 19,710,341	$ 19,710,341	$ 72,340,614
Total Cost With Rate Downgrade	$ 33,888,325	$ 20,291,291	$ 20,291,291	$ 74,470,907
Total Cost Increase	$ 968,392	$ 580,951	$ 580,951	$ 2,130,293

Using $5m. Today vs. $5 Million Reserve	
Total Savings Using $5m. Today ($5m. plus savings in intrest)	$ 6,570,232
Total Cost (interest) Increase with Rate Downgrade	$ 2,130,293
Compound Interest on $5m. Over 15 Years	$ 3,078,317
Total Savings with $5m. Reserve Fund	$ 5,208,610
Difference in Cost with Current Projected Bonds	$ (1,361,622)
Percentage of Cost Recoverd with Current Bonds	79.28%

This is a long-term policy, it is impossible to determine how often the City will bond in future years, however if the City continues to issue bonds at its current rate, maintaining a high bond rating would ultimately offset the cost incurred by creating a $5 million Five-Year CIP reserve fund. The following change is proposed (in italics and underlined) below:

Budget Vol. I, Policies & Objectives, Ch. 2, Pt. VI – B – 2 (pg, 76)

B. Capital Improvements Fund

1. The City may, in any budget year, appropriate from estimated revenues or fund balances to a reserve for capital improvements for the purpose of financing future specific capital improvements under a formal long-range capital plan adopted by the governing body. Thus the City will establish and maintain an Equipment Replacement Capital Improvement Fund to provide a means for timely replacement of vehicles and equipment. The amount added to this fund, by annual appropriation, will be the amount required to maintain the fund at the approved level after credit for the sale of surplus equipment and interest earned by the fund.

2. *As allowed by Utah State Code (§ 9-4-914) the City will retain at least $5 million in the Five-Year CIP, ensuring the ability to repay bond obligations as well as maintain a high bond rating. The importance of reserves from a credit standpoint is essential, especially during times of economic uncertainty. Reserves will provide a measure of financial flexibility to react to budget shortfalls in a timely manner as well as an increased ability to issue debt without insurance.*

Contracting and Purchasing Policy:

Staff recommends that Council adopt a change to the Contracting and Purchasing Policy which would require that a cost/benefit analysis be preformed on all contracts, projects, and purchases over $20,000; all contracts and purchases awarded through the formal bidding process; and any item over $10,000 that is not anticipated in the current budget. A cost/benefit analysis will improve managers' ability to make fiscally responsible decisions and improve City Council's ability to determine which purchases and contracts to approve. The Budget, Debt, and Grants department will work with project managers in order to provide guidance and assistants in the cost/benefit analysis process. The following change is proposed (in italics and underlined) below:

Budget Vol. I, Policies & Objectives, Ch. 5, Pt. II – C – 13 (pg, 97)

C. General Policy

1. All City purchases for goods and services and contracts for goods and services shall be subject to these rules.
2. No contract or purchases shall be so arranged, fragmented, or divided with the purpose or intent to circumvent these rules.
3. …

13. *The following items require a cost benefit analysis as defined by the Budget, Debt, and Grants Department before approved:*
    - *a. All contracts, projects and purchases over $20,000*
    - *b. All contracts and purchases awarded through the formal bidding process.*
    - *c. Any item over $10,000 that is not anticipated in the current budget process.*

Asset Management Policy:

Staff recommends that Council adopt an Asset Management Policy to be included in the Budget Policy and Objectives section of the Budget. The Asset Management Policy addresses the creation and use of funds to be used for capital replacement and improvements on existing structures. The Asset Management Policy outlines the purpose and goals of the program, how the program is managed, and the procedure for accessing funds. The following policy is proposed (in italics and underlined) below:

Budget Vol. I, Policies & Objectives, Ch. 3, Pt. III (pgs, 80-81)

PART III - ASSET MANAGEMENT POLICY

A. Purpose

The objective of the Asset Management Plan is to establish a fund and a fixed replenishment amount from operations revenues to that fund from which the City may draw for capital replacements and improvements on existing structures. The fund should be sufficient to ensure that assets are effectively and efficiently supporting the operations and objectives of the City. The Asset Management Plan is an integral part of the City's long-term plan to maintain and replace the City's primary assets in a fiscally responsible manner.

Goals of the Program:

1. *Protect assets*
2. *Prolong the life of systems and components*
3. *Improve the comfort of building environments*
4. *Prepare for future needs*

B. Management

A project is designated in the 5-year capital plan to which annual contributions are made from the General Fund for asset management. The amount to be contributed should be based on a 10-year plan, to be updated every fifth year, which outlines the anticipated replacement and repair needs for each of the City's major assets. In addition, 0.5% of the value of each of the major assets should be contributed annually to the project. The unspent contributions will carry forward in the budget each year, with the interest earned on that amount to be appropriated to the project as well.

A project manager will be appointed by the City Manager, with the responsibility of monitoring the progress of the fund, assuring a sufficient balance for the fund, controlling expenditures out of the fund, managing scheduled projects and associated contracts, making necessary budget requests, and updating the 10-year plan. In addition, a standing committee should be formed consisting of representatives from Public Works, Budget, Debt & Grants, and Sustainability which will convene only to resolve future issues or disputes involving this policy, requests for funding, or the Asset Management Plan in general.

C. Accessing Funds

When funds need to be accessed, a request should be turned in to the project manager. If the expense is on the replacement schedule as outlined in the 10-year plan or is a reasonably related expense under $10,000 (according to the discretion of the project manager), the project manager should approve it. Otherwise, the Asset Management Committee should be convened to consider the request and decide whether it is an appropriate use of funds.

Requests that should require approval of the Asset Management Committee include:

1. *Expenses not anticipated in the 10-year plan which are in excess of $10,000.*
2. *Upgrades in technology or quality*
3. *Renovations, additions, or improvements that incorporate non-existing assets*

City Service Fees

As part of the Budget Process, City staff has reviewed the City's Fee Resolution and proposes the following adjustments.

Water Fees and Ice Fees

On May 29 Council was presented with proposed changes to the water fee and ice fee schedule. After discussion Council approved the changes to the fee schedule. Attachment A to this report is the amended sections of the Park City Fee Schedule and Fee Resolution. Staff recommends the adoption of the resolution in order to make the appropriate fee changes.

Comprehensive Emergency Management Plan

Staff recommends that Council review the updated Comprehensive Emergency Management Plan (CEMP) and adopt by resolution the CEMP in accordance with FEMA requirements and standards.

The City Council adopted a new Comprehensive Emergency Management Plan (CEMP) in August of 2007. The Emergency Management Group (EMG) and the City Manager made amendments to the CEMP in January of 2008. Resolution 24-07 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 FEMA compliance requirements.

Without formal adoption of a CEMP, the City is not eligible for certain federal grants and certain federal disaster reimbursements. Further, the staff believes that this will become a requirement for other federal assistance and grant programs in the near future. State assistance to municipalities is also available with approved emergency management plans, training and CEMP adoption. Park City recently received $30,000 in FEMA/state Emergency Management Performance Grants (EMPG) because we have an Emergency Program Manager and have met the state and federal NIMS requirements.
In addition to the basic plan, a number of Appendices lay out the details of Mitigation, Preparedness, Response and Recovery. The basic CEMP is before you for review and adoption meeting the State/Federal NIMS requirements. The following amendments have been made since the August, 2007 adoption.

Park City Municipal Corporation
Comprehensive Emergency Management Plan
Record of Changes

Pursuant to Resolution 24-07, 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.

Nature of Changes	Date of Change	Pages Affected	City Manager's Signature
Consolidate Appendices	1/22/08	3	
Add Record of Changes Page	1/22/08	8	
Change EM to EPM and update Job Titles	1/22/08	through out	
Add Community & Public Affairs Manager to Authorities	1/22/08	13	
Update EMG membership and Chairs	1/22/08	14	
Update Organizational Chart to add EPM & ESFs	1/22/08	16	
Update EOC section to reflect change in facilities	1/22/08	21	
Update departmental roles to add EPM & change PIO	1/22/08	24, 26	

The various appendices are not included with the CEMP to save on paper (many are lengthy), 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 issues. The Council will be periodically updated on amendments to the plan made by the Emergency Management Group (EMG) as outlined in the CEMP

Outstanding Budget Issues

The City Manager recommends an additional $100,000 be added to the Planning Department budget for contract personnel services to assist with historic preservation and general planning activities. This option was not originally included in the City Manager's Recommended Budget, but would be added in time for final budget adoption on June 19th, pending Council approval.

Adoption of the Tentative Budget

Attached to this staff report is a resolution adopting a Tentative Revised Budget for FY 2008 and a Tentative Budget for FY 2009 for Park City and its related agencies. The resolution also gives the Budget Officer the ability to set the property tax rate at a "no tax increase rate" and file it with the County.

City Council is not scheduled to adopt the final budget until June 19th. There will be time to discuss and make any recommended changes on June 12th.

Department Review:

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

Alternatives:

A. **City Council should do the following:**
   1. **Adopt the Fee Resolution;**
   2. **Adopt the Park City Comprehensive Emergency Management Plan (CEMP) by resolution;**
   3. **Adopt the Tentative Budget for FY 2008 (amended) and FY 2009 by resolution;**
   4. **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 19th. Any recommended changes to the final budget should be addressed on June 5th when the Tentative Budget is adopted. Subsequent discussions can occur on June 12th, but final changes need to be adopted on June 19th.

Significant Impacts:

The City's budget must be available for public inspection for a period no less than 10 days between the adoption of the tentative budget and the adoption of the final budget. A public hearing on the tentatively adopted budget must also be held during that time. The final budget (with no tax increase) must, by statute, be adopted on or before June 19th. Therefore, the tentative budget must be adopted before June 9th to be in compliance with the Utah Municipal Code.

Failure to adopt the CEMP, jeopardizes the City's ability to receive State and Federal grant and disaster reimbursement funds.

Recommendation:

Staff recommends that Council adopt the tentative budget on June 5th, along with the Fee Resolution and CEMP. Any unresolved issues should be discussed on June 12th so that the final budget can be prepared for adoption on June 19th.

Attachments:

A – Fee Resolution with Excerpts of Fee Changes
B – Resolution Adopting the Tentative Budget
C – Resolution Adopting the CEMP
D – Park City Comprehensive Emergency Management Plan (CEMP)

Attachment A

RESOLUTION NO.

A RESOLUTION AMENDING SECTION 2 WATER FEES AND SECTION 9 ICE ARENA AND FIELDS RENTAL FEE SCHEDULE

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, 2008, 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 A

SECTION 2. EFFECTIVE DATE. This resolution shall take effect upon adoption.

PASSED AND ADOPTED this 5th day of June, 2008.

PARK CITY MUNICIPAL CORPORATION

____
Mayor Dana Williams

Attest:

____
Janet M. Scott, City Recorder

Approve as to form:

____
Mark D. Harrington, City Attorney

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, ~~2007~~ 2008).

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

Meter size	Monthly Base/ Demand Charge	Meter Price
5/8 x 3/4"	$~~16.82~~ 20.86	$~~331~~ 332.00
1"	~~22.71~~ 28.16	~~409~~ 403.00
1-1/2"	~~26.93~~ 33.39	~~655~~ 632.00

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

Meter Size	Monthly Base/ Demand Charge	Meter Price
3/4"	$ ~~21.87~~ 27.12	$ ~~331~~ 332
1"	$ ~~37.00~~ 45.88	$ ~~409~~ 403
1-1/2"	$ ~~79.05~~ 98.02	$ ~~655~~ 632
2"	$ ~~164.84~~ 204.40	$ ~~850~~ 1,226
3"	$ ~~428.94~~ 531.89	$~~1,214~~ 1,476
4"	$ ~~778.81~~ 965.72	$~~2,005~~ 2,676
6"	$~~1,468.47~~ 1,820.90	$~~4,076~~ 4,241
8"	$~~2,528.20~~ 3,134.97	$~~6,204~~ 6,440

Construction Meter $~~97.76~~ 121.22
Indigent Rate* $2
*Indigent Rate includes 10,000 gallons. Water consumption greater than 10,000 gallons is charged per the normal block structure presented in paragraph 2.4.3.

2.2.2 Water Consumption Rates All water delivered through each meter, excepting Commercial meters, between October 1 and May 31 of each year shall be charged at the rate of $~~2.94~~ 3.65 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 1st, ~~2005 7~~ 2008).

All water delivered through each meter serving single family residential, multi-family residential, commercial and landscape irrigation customers per month between June 1 and September 30 of each year shall be billed at the following rates:

Type	Block 1 ~~$2.10~~ 2.60 per 1,000 gals	Block 2 ~~$3.36~~ 4.17 per 1,000 gals	Block 3 ~~$5.46~~ 6.77 per 1,000 gals	Block 4 ~~$8.41~~ 10.43 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 Year round		**~~$2.94~~ 3.65 per 1,000 gals**	**~~$4.56~~ 5.65 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 except construction between November & May	~~$2.94~~ 3.65 per thousand gals			
Construction Water	~~$97.56~~ 121.22 Monthly Base Chg.	~~$3.87~~ 4.80 per thousand gals.		

2.3 Water Violation Penalties

$ ~~50.00~~ 150.00	first violation
~~100.00~~ 200.00	second violation
~~200.00~~ 400.00	third violation
~~400.00~~ 500.00	fourth violation
~~500.00~~ 750.00	for the fifth violation and for each subsequent violation within that calendar year.

2.4 Water Service Reinstatement Fee

$100 fee for meter shut off because of non-payment of account.

2.5 Water Meter Testing Fee $~~50~~ 100 per test

2.6 Water Labor Rate $50 per Hour

2.7 Water Parts & Supplies Rate Cost + 15% stocking fee

2.8 Fire Hydrant Deposit Fee

Fire hydrant meter deposit fee	$1,050.00
Fire hydrant wrench deposit fee	$50.00

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.

Admission Fees	Local Area Rates		Outside Area Rates	
Youth = 6-17 year olds, adult = 18-54, senior = 55+				
Public Skate – 5 & under	Free			
Public skate – youth/senior	~~$5.25~~	5.50	~~$7.25~~	9.25
Public skate – adult	~~5.75~~	6.00	~~7.75~~	9.75
Cheap Skate (2 for 1 admissions)	~~2 for 1~~	7.00	~~2 for 1~~	9.50
Group Rates (20+) includes admissions & skates	~~5.00~~	5.50	~~7.00~~	9.50
Skate rental	~~3.00~~	3.00	~~3.00~~	4.00
Drop-in hockey – youth	~~7.50~~	9.00	~~9.50~~	11.00
Drop-in hockey – adult	~~8.50~~	9.50	~~10.50~~	12.50
Stick & Puck – youth	~~6.50~~	7.00	~~8.50~~	10.50
- adult	~~7.50~~	10.00	~~9.50~~	12.00
Skills & Drills - adult only	~~12.00~~	12.00	~~14.00~~	14.50
Drop-in Speed Skating – ~~all~~ Youth	~~9.00~~	8.00	~~11.00~~	10.00
Drop-in Speed Skating – Adult		9.00		11.00
Freestyle – all	~~8.00~~	9.00	~~10.00~~	11.00

10 Session Punch Cards will be sold to locals only - $1 off each session or $10 off in total.

Admissions Passes (10 admissions)

Public Skate – Youth/Senior	~~42.50~~ 45.00	n/a	n/a
Pubic Skate – Adult	~~45.00~~ 50.00	n/a	n/a
Drop In Hockey – Youth	~~65.00~~ 70.00	n/a	n/a
Drop In Hockey – Adult	~~75.00~~ 85.00	n/a	n/a
Stick and Puck – Youth	~~55.00~~ 60.00	n/a	n/a
Stick and Puck – Adult	~~60.00~~ 70.00	n/a	n/a
Freestyle	~~70.00~~ 80.00	n/a	n/a
Drop In Speedskating – Youth	~~65.00~~ 70.00	n/a	n/a
Drop In Speedskating – Adult	~~70.00~~ 80.00	n/a	n/a

Hourly Ice

User Groups*/Employees	~~$165~~	170.00	
Locals / ~~Businesses~~ Non-Profit Groups	~~180~~	190.00	190
Non-resident/For-profit Groups	~~220~~	250.00	
~~Hockey Camps / Tournaments~~	~~185~~		
Local Broomball (includes equipment)	~~200.00~~	210.00	
Curling (Non-user group, includes equipment and instruction)	~~250.00~~	300.00	

*User Groups are defined as local, organized programs who rent weekly ice from the arena (minimum 25 hours per season).

Season Passes ~~(9 month season)~~ (11 month season)

Family (4)*	~~$325~~	$400.00
Additional Family Member		Included
Adult	~~$215~~	$250.00
Youth/Senior (Youth = 6-17 year olds, senior = 55+)	~~$165~~	$180.00

~~* $40 45 for each family member over 4.~~

Room Rental

Multi-purpose Rooms	$40/hr (ea.)
~~Upper Level Meeting Room~~	~~40/hr~~

User Groups can use the Upper Level Meeting Room for monthly board meetings at no cost.

Gate Fees

Gate Fees charged by any group will be split with the Arena 50/50.

Advertising and Sponsorship Fees

Dasher Board Ads	West Wall	$~~1325 (132.50/mo.)~~ 1,500 (136.36/mo.)
	East Wall	$725 ~~(72.50/mo.)~~ (65.91/mo.)
In Ice Ads ~~25/sq. foot~~ (flat fee)		$~~1650-2750(165-275/mo.)~~ 2,000 (182.82/mo.)
Speed Skating Pad Pockets		$150 ~~(15/mo.)~~ (13.64/mo.)
North Wall Banners		$1100 ~~(110/mo.)~~ (100/mo.)
Score Clock Banner		$~~2775 (277.50/mo.)~~ 2,500 (227.27/mo.)
Glass Decals		$~~350 (35/mo.)~~ 400 (36.36/mo.)
Program Sponsorship		$1,000

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

					COMPLEX RATES	
	FULL DAY VISITOR	**FULL DAY RESIDENT**	**HR/FIELD VISITOR**	**HR/FIELD RESIDENT**	**VISITOR TOTAL**	**RESIDENT TOTAL**
PCSC Stadium SB	$400	$300	$75	$50		
PCSC Stadium SOC	$400	$300	$75	$50		
PCSC multipurpose	$350	$250	$60	$40	**$1,600**	**$1,000**
PCSC Sportexe	$1,000	$500	$200	$100		
PCHS BB	$350	$250	$60	$40		
PCHS SB	$350	$250	$60	$40		
PCHS LL	$350	$250	$60	$40	**$800**	**$575**
North 40 North	$350	$250	$60	$40		
North 40 South	$300	$200	$45	$35		
					$500	**$350**
City Park	$350	$250	$60	$40	**$350**	**$250**
PCHS Dozier	$1,000	$500	$200	$100	**$1,000**	**$500**
Dozier w/gate	add'l $200	add'l $200	add'l $$25/hr	add'l $25/hr	add'l $200	add'l $200
TMIS Pony	$300	$200	$45	$35		
TMIS LL1	$300	$200	$45	$35	**$675**	**$450**
TMIS LL2	$300	$200	$45	$35		

Attachment B

Resolution No.

A RESOLUTION ADOPTING A TENTATIVE REVISED BUDGET FOR FISCAL YEAR 2008 AND A TENTATIVE BUDGET FOR FISCAL YEAR 2009 FOR PARK CITY MUNICIPAL CORPORATION AND ITS RELATED AGENCIES AND AUTHORIZING THE COMPUTATION OF THE PROPERTY TAX RATE AT A NO TAX INCREASE RATE

WHEREAS, the Utah State law requires that city budgets be adopted by resolution: and;

WHEREAS, a public hearing was held on May 1, May 15, May 22, and May 29, 2008, and one more is scheduled for June 5, 2008 at the City Council's regularly scheduled meetings, complying with State law;

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

SECTION 1. TENTATIVE REVISED BUDGET ADOPTED. The budget as outlined in the City Manager's Recommended budget presented on May 1, 2008 and with changes as summarized in the Attachments to this resolution is hereby adopted as the tentative revised Fiscal Year 2008 budget for Park City Municipal Corporation and its related agencies.

SECTION 2. TENTATIVE BUDGET ADOPTED. The budget as outlined in the City Manager's Recommended budget presented on May 1, 2008 and with changes as summarized in the Attachments to this resolution is hereby adopted as the tentative budget for Fiscal Year 2009 for Park City Municipal Corporation and its related agencies.

SECTION 3. CERTIFIED PROPERTY TAX RATE. The City's Budget Officer is authorized, after the County has provided the Certified Property Tax data, to compute the City's Certified Property Tax Rate for 2008 at a "No Tax Increase Rate" and file said rate with the County.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect June 5, 2008 for the Fiscal Year 2008 revised budget, and July 1, 2008 for the Fiscal Year 2009 budget.

PASSED AND ADOPTED this 5th day of June, 2008

PARK CITY MUNICIPAL CORPORATION

____

Mayor Dana Williams

Attest:

Janet M. Scott, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

Attachment C

Resolution No.

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, it is expected that certain Federal grant programs now require or will require an adopted CEMP; and

WHEREAS, the City Manager and the Emergency Management Group (EMG) has 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, 2008 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, 2008

PARK CITY MUNICIPAL CORPORATION

____
Mayor Dana Williams

Attest:

____
Janet M. Scott, City Recorder

Approved as to form:

____
Mark Harrington, City Attorney

Attachment D

PARK CITY MUNICIPAL CORPORATION

COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP)

June 2008

Updated & readopted 6/5/2008

TABLE OF CONTENTS

APPENDICES (provided under separate covers)

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
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)
Appendix M. Community Preparedness Information and Plan
Appendix N. Acronyms and Glossary
Appendix O. Form and Log Templates

* Some parts or all of these appendices are Private or Protected
pursuant to UCA - 63-2-304 and UCA 62-2-106

Resolution No.

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, it is expected that certain Federal grant programs now require or will require an adopted CEMP; and

WHEREAS, the City Manager and the Emergency Management Group (EMG) has 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, 2008 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, 2008

PARK CITY MUNICIPAL CORPORATION

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Mayor Dana Williams

Attest:

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Janet M. Scott, 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.

<u>SECTION 2. EFFECTIVE DATE.</u> This resolution shall take effect upon adoption.

PASSED AND ADOPTED by the City Council this 9th day of August, 2007.

PARK CITY MUNICIPAL CORPORATION

Mayor Dana Williams

Attest:

Janet M. Scott, City Recorder

Approved as to form:

Mark Harrington, City Attorney

Park City Municipal Corporation
Comprehensive Emergency Management Plan
Record of Changes

Pursuant to Resolution 24-07, 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.

Nature of Changes	Date of Change	Pages Affected	City Manager's Signature

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. 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, prevents 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 shall execute and authenticate legal instruments requiring his signature as such official. Further, the Mayor has emergency powers as set out in UCA 63-5a-4. 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, as defined in UCA 63-5a-2, the Mayor may proclaim a state of “local emergency” under UCA 63-5a-6.

Appointment of Special Police

Under City Code 2-4-15, 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 2-3-11, 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 63-5b-401. (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 2-4-1 A through M.

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 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 2-4-11.

Chief of Police

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 2-4-13, 6-3-6 and 11-9-2

Emergency Program Manager

Administrative Authority

The Emergency Program Manager (EPM) 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 State Region 2A Office of Public Safety/Homeland Security; 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/Fire Marshal

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.

CHAPTER 2 – Organization

Department's 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. Emergency Program Manager (EPM) - Chair
3. Community and Public Affairs Manager
4. Budget and Grants Manager
5. Chief of Police – Vice Chair
6. City Attorney
7. Public Works Director
8. Chief Building Official/Fire Marshal
9. City Engineer
10. Outside Agency 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.

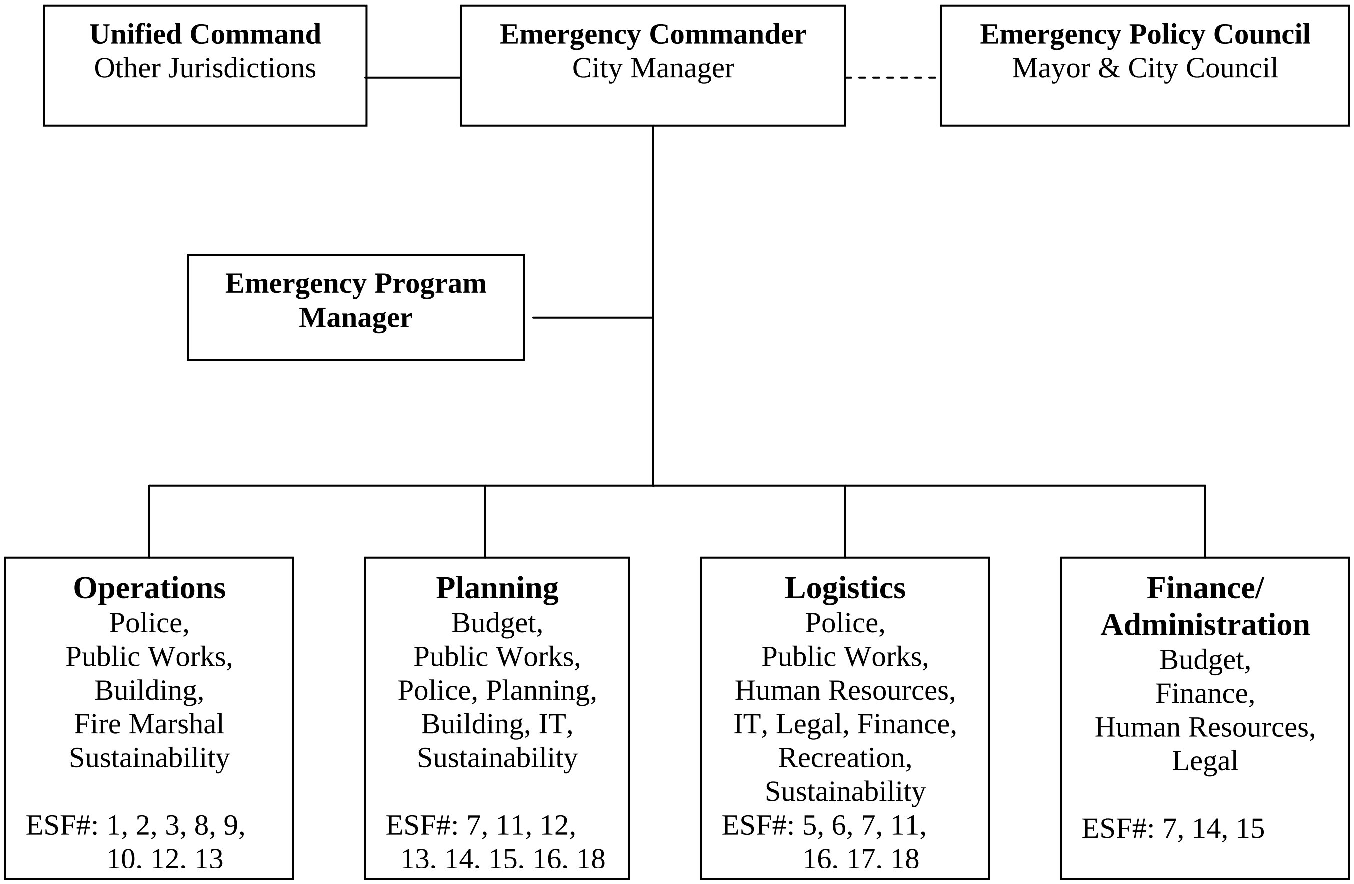
Direction and Control

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 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

Emergency Management Plan
Organizational Chart



Continuity of Government Operations

Succession of Command

1. The line of succession of the City Manager is to the Public Works Director, then to the Chief of Police and then to the Budget and Grants Manager.

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 is unavailable or unable to fill vacancies by appointment, then emergency interim succession

pursuant to UCA 63-5b-401 shall be to the Planning Commission, starting with the Chair, and then to the Chair Pro Tempore, if any, and then to the next most senior member of the Planning Commission.

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

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 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 I: 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 Commanders, involved department chiefs or department heads, the City Manager, or the

Emergency Program Manager.

Level III: 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 - I: 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 III: 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.

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 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 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 Public Works 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 the 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 Justice Center or the Summit County Mobile Command Post (MCP).

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, Public Works Director and the Mayor in making the determination to activate the EOC; however, the final decision rests with the City Manager.

4. EOC Command Structure. While the Emergency Operations Center (EOC) is functional, the City Manager will act as the EOC Commander, unless he 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 Plan. 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. See ESF details in Appendix L.

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/Building**
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 fire fighting and emergency medical activity.

ESF 5 INFORMATION MANAGEMENT **Sustainability/Emergency Mgr.**
Collect, process, and organize information about a potential or actual disaster or emergency. Disseminate accurate information to the public.

ESF 6 MASS CARE **FEMA/Red Cross**
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**
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/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**
Review local legal authorities and state statutes relating to emergency activities and advise City decision makers.
ESF 15 FINANCE MANAGEMENT **Finance**
Create a central management committee to oversee the emergency purchasing and reimbursement process. Maintain a disaster documentation system.
ESF 16 FACILITIES **Building/Engineering/Public Works**
Coordinate the inspection and use of City owned/operated facilities to support disaster response and recovery operations.
ESF 17 VOLUNTEERS & DONATIONS **Human Resources/VOAD/COAD**
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.

<u>Departmental Roles and Responsibilities</u>

<u>General Responsibilities</u>

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.

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, 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.

<u>Individual Responsibilities</u>

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 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. Ensures 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)

k. 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

3. Mayor and City Council

    a. Monitors situations within their constituencies and coordinates information with City Manager or designee
    b. Mayor submits formal local disaster declarations
    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 emergency disaster declarations

4. Finance

    a. Perform functions in the EOC or on-scene as assigned
    b. Provide 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. Provide for risk management reporting and city insurance program
    d. Perform functions in the EOC as needed or assigned

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

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 units 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. Responsible for lost person search and rescue, and coordination of heavy rescue operations in conjunction with PCFD and SCSD
    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. Coordinates 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 units 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 units 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 units 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, Red Cross 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.

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 units observations and reports from the general public
    c. Provide supplies, equipment, and personnel as requested
    d. Maintain all communication systems
    e. Provide for the use of computer resources to record and maintain emergency information, data on the organization and operation of congregate care facilities (shelter/mass feeding), and registration of displaced persons.
    f. Provide assistance in the registration of people at congregate care facilities (shelter/mass feeding)
    g. Protect archives and necessary documents
    h. Provide for necessary hard copies as needed

12. Building/Fire Marshal
    - a. Perform functions in the EOC or on-scene as assigned
    - b. Provide 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
    - e. Direct building inspectors to assist with damage assessment and safety of City facilities
    - f. Provide Fire Marshall 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 units observations and reports from the general public
    - c. Provide supplies, equipment, and personnel as requested
    - d. Assist in initial planning and on going planning during an emergency
    - 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 units 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 in conjunction with Recreation

15. Recreation
    - a. Perform functions in the EOC or on-scene as assigned
    - b. Provide 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. Assist with the assessment of human needs during and after a disaster
    - e. Identify requirements for individuals and populations with “special needs”
    - f. Coordinate transportation requirements for special needs agencies/individuals
    - g. 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
    - h. Work in close concert with Red Cross and others in activation and operation of short term, temporary “rally points” and longer-term shelters/disaster centers
    - i. Through the EOC and in conjunction with Human Resources, manage and coordinate 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 donated 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.

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 or 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 Directors. 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 VII 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

City Council
Staff Report

Author: Jonathan Weidenhamer
Subject: DABC Lease Amendment
Date: June 5, 2008
Type of Item: Administrative

Summary Recommendations:
Review and approve Lease Addendum 3 with the DABC for a new tenant space located within the new Shelled Space located at 460 Swede Alley, Unit 100.

Background
On August 8, 2007 Council approved a construction contract to build a retail building in Swede Alley, at which time they agreed the DABC was the appropriate tenant for the ground floor of the new building. The space is approximately 4,000 square feet and has 2 tenant spaces. In September, 2007 Council entered into a Memorandum of Understanding (MOU) with the DABC. Per the MOU, the parties agreed to relocate the DABC from their space in the Museum to allow for the Museum's expansion project, and identified a commitment to relocate to Unit 100 of the City's new retail building at the same rate per square foot as their terms in the museum. The tenant space is located on the ground floor and is approximately 1,700 square feet.

Analysis
The amended lease will extend the existing terms for 5 years, expiring on December 31, 2012, and shall continue on a month-to-month basis until terminated by either party. The rate agreed upon is $5.80 per square foot per year ($9,860 annually). The lease will be with the Utah Division of Facilities Construction and Management.

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

Alternatives
A. Approve the Request:
Approve the lease Addenda and allow the DABC to relocate into the new shell space located at 430 Swede Alley, Unit 100. **This is staff's recommendation**.
B. Modify the Request:
Modify the terms and approve the lease.
C. Deny the Request:
Deny the lease, thereby requiring the DABC to find a new location.
D. Continue the Item:
The City Council may continue the item for more information and discussion.

Significant Impacts:

Should Council decline to enter into the lease it is unclear if the DABC will retain a presence Downtown. Staff finds they provide an important service to both residents and guests.

Recommendation: Review and approve Lease Addendum 3 with the DABC for a new tenant space located within the new Shelled Space located at 460 Swede Alley, Unit 100.

Exhibits:
Exhibit A – Third Amendment to Lease Agreement
Exhibit B – Original, 1st Amended, and 2nd Amended Leases

EXHIBIT A

STATE OF UTAH
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

CONTRACT NO. 88-2073
AMENDMENT NO. 3

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between PARK CITY MUNICIPAL BUILDING AUTHORITY, hereinafter referred to as "LESSOR," and the STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter referred to as "LESSEE," for the use of the Department of Alcoholic Beverage Control.

W I T N E S S E T H

THAT WHEREAS, LESSOR and LESSEE have heretofore entered into that certain Lease Agreement (Contract No. 88-2073) for 1,380 square feet of retail space in the facility located at 528 Main Street, Park City, Utah, which Lease Agreement commenced November 1, 1987, and was partially amended by Amendments No. 1 and 2, which Amendment No. 2 expired December 31, 2005 and continued thereafter on a month-to-month basis; and

WHEREAS, LESSEE had vacated the Leased Premises at 528 Main Street, Park City, Utah, causing this lease to be closed and inactive until execution of this Amendment No. 3; and

WHEREAS, LESSOR and LESSEE are mutually desirous to renew the subject Lease Agreement for an additional five (5) years renewal or extended term.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions, and agreements herein contained, and other good and valuable considerations, it is covenanted and agreed between the parties that the aforesaid Lease Agreement be modified and amended as follows:

PARAGRAPH 1. <u>LEASED PREMISES</u>

1.1 Effective on the date of beneficial occupancy of the new Leased Premises and LESSEE'S acceptance of the new Leased Premises as built out by LESSOR, estimated to be June 17, 2008, the location of the Leased Premises shall be changed from its previous location at 528 Main Street, Park City, Utah, to 1,690 square feet, more or less, of retail space in a new building at 460 Swede Alley, Unit 100, Park City, Utah, as shown on Exhibit A which is attached hereto and made a part hereof. LESSEE agrees not to sublet any part of or all of the Leased Premises.

PARAGRAPH 2. <u>RENEWAL OR EXTENDED TERM</u>

2.1 This Lease Agreement is hereby renewed and extended for an additional term of five (5) years which term shall commence on June 1, 2008 and shall expire May 30, 2013, and shall continue thereafter on a month-to-month rental basis, if option to renew is not exercised by LESSEE as provided for in Paragraph 3 of this Lease Amendment No. 3, until terminated by either party by giving thirty (30) days advance written notice to the other party.

PARAGRAPH 3. <u>OPTION TO RENEW</u>

3.1 LESSOR covenants with LESSEE that LESSOR shall, at LESSEE'S option, again grant and lease to LESSEE at the expiration of the lease term, the Premises pursuant to the provisions of this Lease for and during the term of FIVE (5) years thereafter, with a like covenant for future renewals of the Lease as is contained in this Amendment No. 3, and on the same terms and conditions, except as to the annual rentals, which rentals shall be determined by negotiation between the parties. LESSEE shall notify LESSOR in writing at least thirty (30) days prior to the expiration of this renewal term if said option is to be exercised.

3.2 To exercise an option hereunder, LESSEE must give LESSOR written notice of its desire to extend the Lease Agreement an additional term at least thirty (30) days prior to the end of the then lease term. Failure to timely exercise an option shall revoke and terminate any right to exercise options for successive periods.

3.3 The parties shall have thirty (30) days after LESSOR receives the option notice in which to agree on the base rentals during the extended or renewal term. If the parties agree on the base rentals for the extended or renewal term during that period, they shall immediately execute an amendment to this Lease stating the base rentals.

3.4 If the parties are unable to agree on the base rentals for the extended or renewal term within the specified period, the option notice shall be of no effect and the Lease shall expire at the end of the then term. Neither party to this Lease shall have the right to have a court or other third party set the base rentals.

PARAGRAPH 4. <u>CONSIDERATION</u>

4.1 For the renewal or extended period beginning on the date of beneficial occupancy of the new Leased Premises and LESSEE'S acceptance of the new Leased Premises, estimated to be June 17, 2008, and ending May 30, 2013, the sum of the annual base rentals shall be payable by LESSEE to LESSOR for the 1,700 square feet, more or less, of retail space according to a rental rate of $5.80 per square foot per year, for an annual rental of $9,800.00. Lessee shall pay a pro-rated rate from the date of beneficial occupancy through June 30, 2008. For the remaining years, Lessee shall pay such annual base rentals in one annual payment within fifteen days of the first day of July each year during the term hereof.

All other covenants, terms and conditions of the subject Lease Agreement not modified by this Lease Amendment No. 3 will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto sign and cause this Lease Amendment No. 3 to be executed.

LESSEE
State of Utah

____
Kent Beers Date
Assistant Director
Division of Facilities Construction
and Management

____
DennisKellen Date
Director
Department of Alcoholic Beverage Control

____
Budget Officer Date
Department of Alcoholic Beverage Control

LESSOR
PARK CITY MUNICIPAL BUILDING
AUTHORITY

____
Dana Williams Date
Chairman

____
Jan Scott Date
City Recorder

APPROVED as to Form:

____
Mark D. Harrington Date
City Attorney

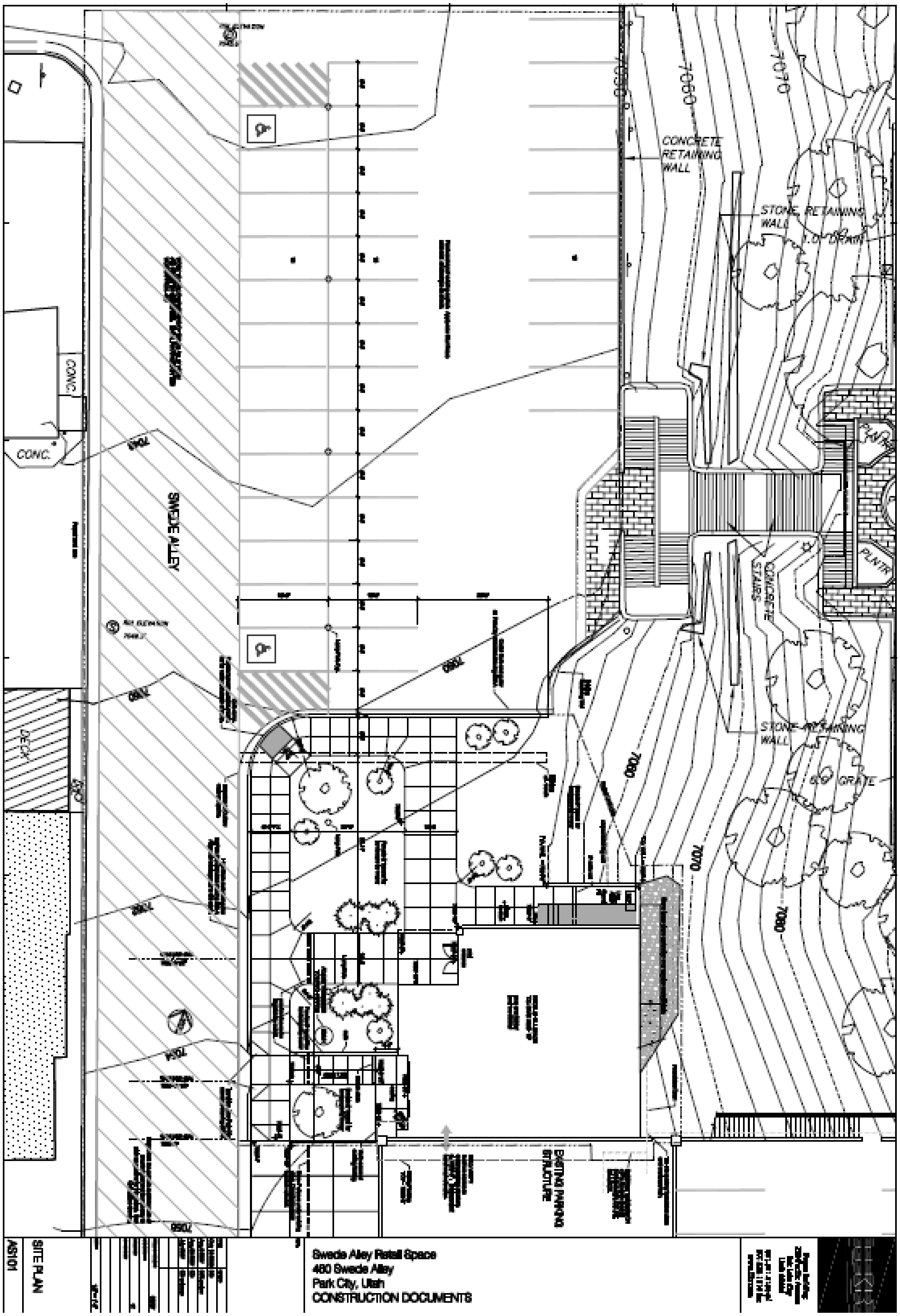
APPROVED:

____
Utah Division of Finance

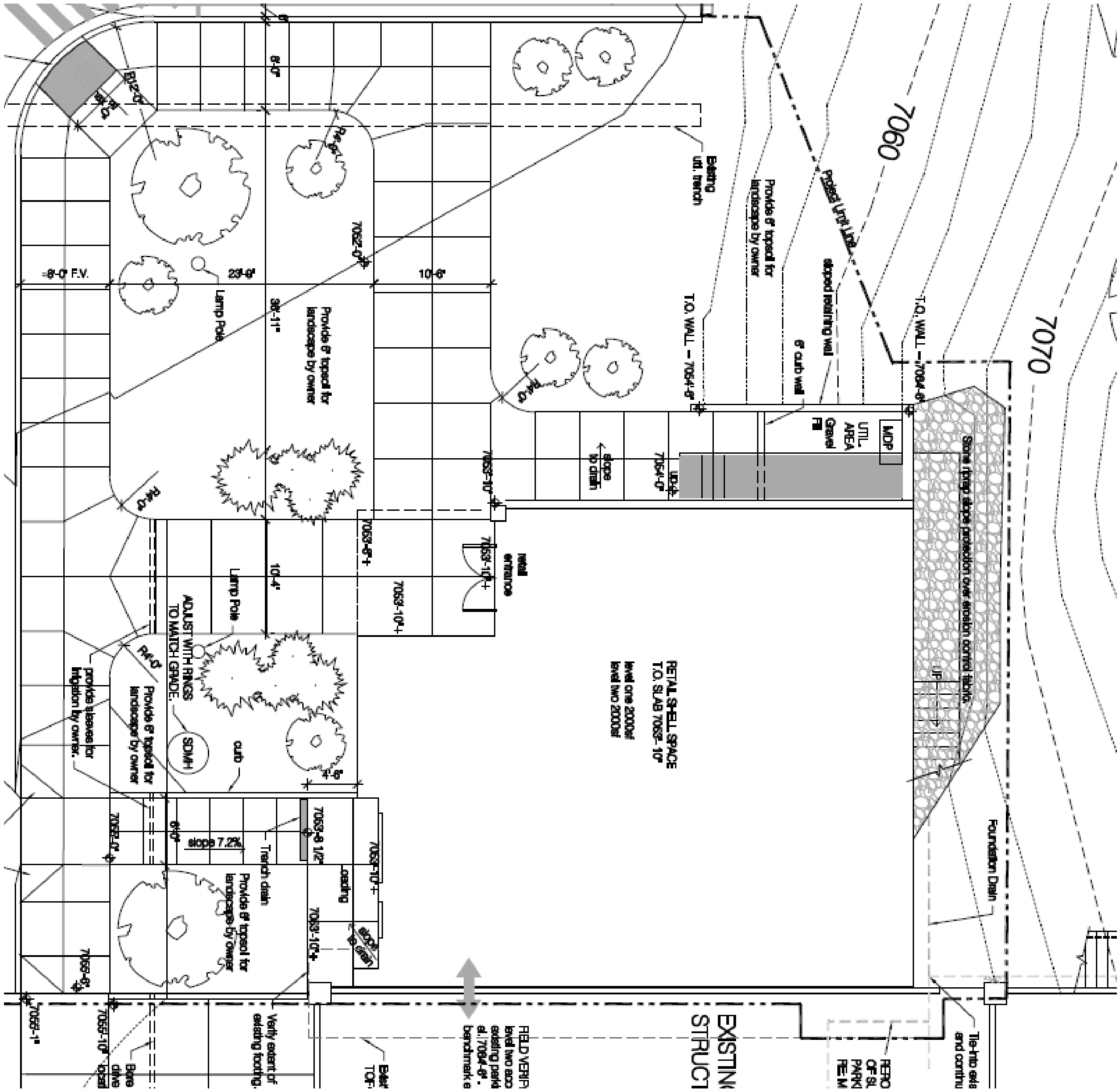
EXHIBIT A

LEASED PREMISES

Exhibit “A”
Property Description

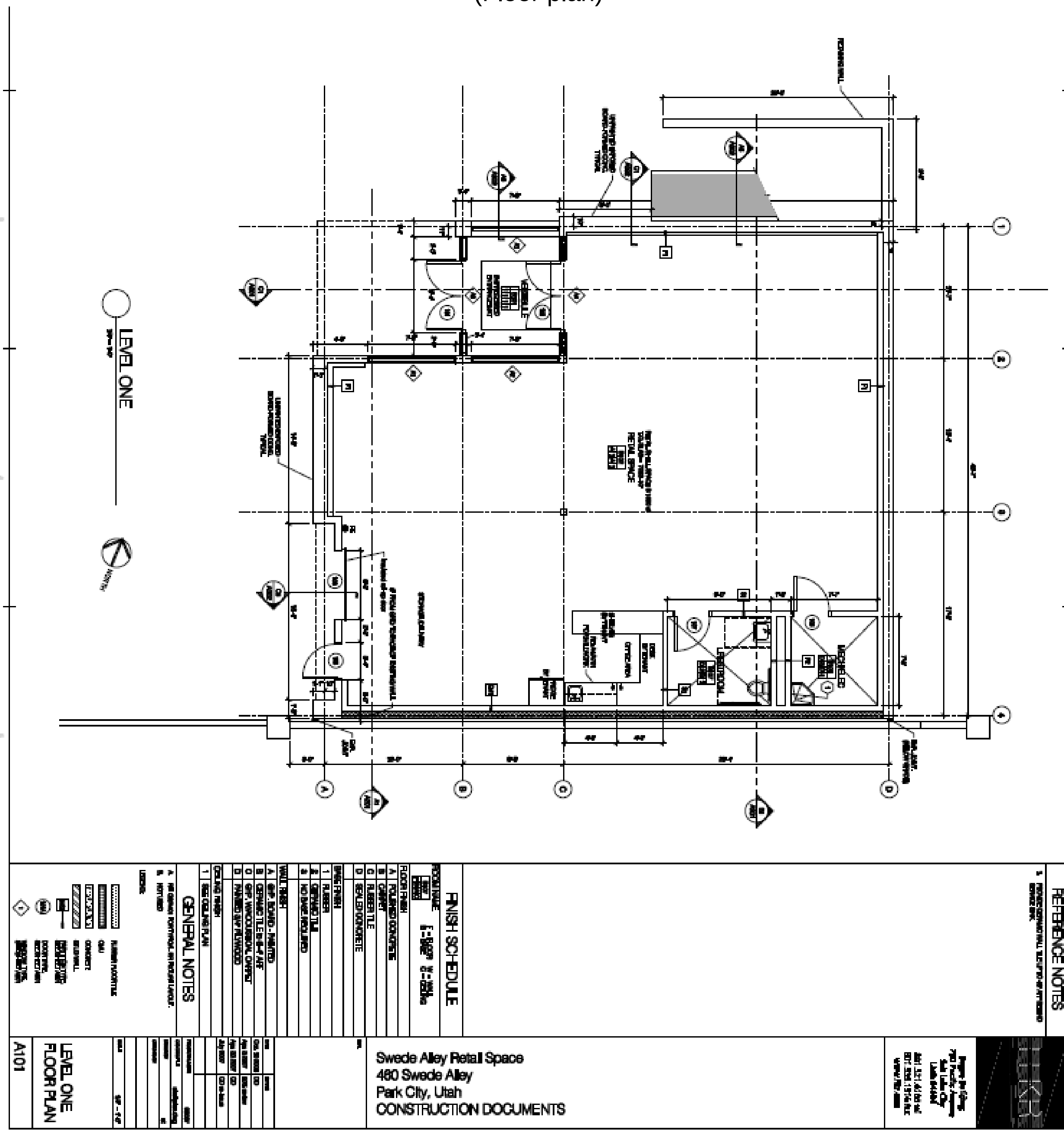


Site Plan



7060
7070
Project Limit Line
RETAIL SHELL SPACE
T.O. SLAB 7063'-10"
level one 2000sf
level two 2000sf
retail entrance
Lamp Pole
Lamp Pole
MDP
UTIL. AREA
Gravel Fill
Trench drain
Foundation Drain
Stone riprap slope protection over erosion control fabric
ADJUST WITH RINGS TO MATCH GRADE.
SDMH
curb
slope 7.2%

(Floor plan)


LEVEL ONE
FINISH SCHEDULE
GENERAL NOTES
REFERENCE NOTES
Swede Alley Retail Space
480 Swede Alley
Park City, Utah
CONSTRUCTION DOCUMENTS
LEVEL ONE
FLOOR PLAN
A101

LEASE AGREEMENT BETWEEN
PARK CITY MUNICIPAL BUILDING AUTHORITY AND THE STATE OF UTAH
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

THIS LEASE AGREEMENT is made and entered into between PARK CITY MUNICIPAL BUILDING AUTHORITY (hereinafter called "Lessor"), and the State of Utah, Division of Facilities Construction and Management, for and in behalf of the DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (hereinafter called "Lessee).

WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1. LEASED PREMISES. Lessor hereby leases and rents unto Lessee, and Lessee hereby takes as tenant under Lessor, that certain real property comprising of one thousand three hundred and eighty (1,380) square feet of retail selling space with access to two hundred (200) parking stalls, with a street address of 528 Main Street, Park City, Utah. The leased premises shall be used by Lessee for the operation of a Utah State Package Liquor Store. (Appendix A - Floor Plan is attached hereto and made a part of this Agreement.)

SECTION 2. TERM OF LEASE. The term of this Lease shall be seven (7) years which term shall commence on November 1, 1987 and expire on October 31, 1994 and shall continue thereafter on a month-to-month rental basis, if option to renew is not exercised by Lessee pursuant to Section 3 of this Lease, until terminated by either party by giving sixty (60) days advance written notice to the other party, or until terminated pursuant to Paragraph 17 hereof.

SECTION 3. OPTION TO RENEW. Lessor covenants with Lessee that Lessor shall, at Lessee's option, again grant and lease to Lessee at the expiration of the lease term, the premises pursuant to the provisions of this Lease for and during the term of seven (7) years thereafter, with a like covenant for future renewals of the Lease as is contained in the Lease, and on the same terms and conditions, except as to the fixed rental reserved, which rental shall be determined by negotiation between the parties.

SECTION 4. CONSIDERATION. In consideration of granting this Lease Agreement, the sum of the annual rentals payable by Lessee to Lessor shall be twelve dollars ($12.00). Lessee shall pay Lessor said amount on the first day of November each and every year during the term of the Lease. All rental payments shall be made payable and delivered to Lessor at the following address:

Park City Municipal Building Authority
445 Marsac Avenue
P. O. Box 1480
Park City, Utah 84060

SECTION 5. REPRESENTATION.

(a) Lessor represents that they are the lawful owners or lawful representatives of the owners of the Leased Premises and that they have the right to Lease the same as herein provided and guarantee quiet and peaceable enjoyment of the Leased Premises to Lessee.

(b) Lessee represents that it has examined the Leased Premises and has not relied upon any statements, representations or agreements whatsoever as to the condition of the Leased Premises, and Lessee accepts the same with the understanding the building meets all code requirements.

SECTION 6. INDEMNIFICATION. Each party shall indemnify and save harmless the other party, its officers, agents and employees, from and against all claims, lawsuits, damage, injury or liability claims however caused by said party, its agents or employees.

SECTION 7. SERVICES PROVIDED BY LESSEE. Lessee agrees to pay for the following utilities furnished to the Leased Premises during the term hereof to-wit: electricity, heat, water, sewer, air conditioning, janitorial, and snow removal.

SECTION 8. FIRE INSURANCE. Lessor agrees to keep the Leased Premises fully insured to protect the same from loss or damage by fire, extended coverage, vandalism, and malicious mischief at all times during the term of this lease agreement. All costs of such insurance shall be borne by the Lessor. Lessee shall be responsible for damages to all personal property it may locate in the Leased Premises except damage thereto caused by Lessor's negligence.

SECTION 9. REPAIR AND MAINTENANCE.

(a) All repairs and maintenance of the Leased Premises shall be made at the sole cost and expense of Lessor. Lessor shall be responsible for

(1) all roof and structural repairs, wind damage, and glass breakage;

(2) providing full service repair and maintenance of hating and air conditioning equipment;

(3) all plumbing repairs or maintenance;

(4) providing ground and parking lot maintenance.

Lessor agrees to make timely repairs and have adequate maintenance procedures.

(b) In the event of failure by Lessor to provide any services under this Agreement and said failure goes uncorrected for fifteen (15) days after written notice to Lessor, the Lessee shall have the right to secure said services and to deduct the cost thereof from the rental payments.

(c) Lessee agrees not to commit or permit waste of or on the Leased Premises, and agrees to be responsible for all repairs necessitated by acts of waste committed by Lessee, its employees, agents and invitees.

SECTION 10. DAMAGE OR DESTRUCTION OF LEASED PREMISES. In the event the Leased Premises shall be damaged or destroyed by fire or by any other means and are thereby made partially or totally untenable at any time during the term of this Lease Agreement, Lessee shall have the option to:

(a) terminate this Lease as of the date of such damage or destruction, or

(b) continue this Lease Agreement in force and effect for the remainder of the Lease term if the Leased Premises are only partially destroyed or damaged and are repaired within ninety (90) days from the date of such destruction or damage. It is mutually agreed that all rentals shall abate until such time as the repairs to the Leased Premises are completed.

SECTION 11. LESSEE'S PERSONAL PROPERTY AND FIXTURES. All personal property and fixtures placed in or upon the Leased Premises by Lessee shall not become part of the Leased Premises and Lessee shall be privileged to remove the same at the termination or expiration of the Lease Agreement.

SECTION 12. TERMINATION AND SURRENDER OF LEASED PREMISES. Lessee agrees to quit and surrender peaceable possession of the Leased Premises to Lessor when this Lease Agreement is terminated. Lessee agrees to leave the Leased Premises in as good a state of repair and sanitary condition as when received, reasonable wear and tear and damage by the elements or by fire excepted.

SECTION 13. JUDICIAL INTERVENTION. In the event a court of competent jurisdiction, for any reason and at any time during the term of this Lease Agreement, shall prohibit Lessee from using the Leased Premises for the purpose for which it was leased, by temporary injunction or abolishment of program, Lessee shall have the option to:

(a) terminate this Lease Agreement without any further liability, cost and expense to Lessee or

(b) to continue this Lease Agreement in force and effect for the full term.

SECTION 14. LESSEE'S CONTROL. It is understood and agreed that the Lessor has no control or interest in any manner of the activities contemplated by the Lessee pursuant to the provisions of this Lease and Lessor shall not be involved therein in any manner, other than the right to receive the rentals herein reserved and the right to the return of the Leased Premises as herein provided. Lessee has the right to sublet any part of or all of Leased Premises, but shall not so sublet or assign this Lease Agreement without the written consent of Lessor.

SECTION 15. COST AND ATTORNEY'S FEES. In case of default in carrying out the terms and conditions of this Lease, the party in default agrees to pay a reasonable attorney's fee and all costs of the other party in enforcing this Lease. If a breach of contract is alleged by either party against the other party, fifteen (15) days prior written notice of default shall be given to the other party before any legal action is taken.

SECTION 16. MANNER OF GIVING NOTICE. Any and all notices required by the Lease Agreement shall be in writing and delivered personally to the party to whom notice is to be given, or mailed by certified mail, postage prepaid, and addressed as follows:

If to Lessor:

Park City Municipal
Building Authority
Chairman Hal W. Taylor
445 Marsac Avenue
P. O. Box 1480
Park City, Utah 84060

If to Lessee:

State of Utah
Department of Alcoholic
Beverage Control
1625 South 900 West
P. O. Box 30408
Salt Lake City, Utah 84130-0408

With a copy to:

Division of Facilities
Construction and Management
4110 State Office Building
Salt Lake City, Utah 84114

SECTION 17. OPTION TO TERMINATE LEASE. Lessee and Lessor both acknowledge that Lessee cannot contract for payment of funds not yet appropriated by the Utah State Legislature and that the space requirements of this Lease by be altered by a federal act or an act of the Utah State Legislature occurring before the expiration of this Lease. Lessee, therefore, reserves the right for the above reasons to terminate the contract by giving sixty (60) days notice in the manner heretofore stated in this Lease Agreement. This Lease may be cancelled at the end of each lease year by either party by giving sixty (60) days advance written notice to the other party.

SECTION 18. LESSOR'S COMPLIANCE TO STATE CODES AND REQUIREMENTS. Lessor shall engage a Certified Industrial

Hygienist to confirm that no asbestos exists in the building. If the Lease space does not comply with the state codes, including handicap code; the Lessor will be notified in writing of the corrections needed. The Lessor shall have six (6) months to begin work to comply with the written notice and one year to complete the work. If the Lessor fails to comply with the written notice the Lessee has the right to withhold lease monies until the space complies with the state codes.

IN WITNESS WHEREOF, the parties hereto sign and cause this Lease to be executed.

LESSOR
Park City Municipal
Building Authority

Hal W. Taylor 12-4-87
Hal W. Taylor — Date
Chairman

LESSEE
State of Utah

Dennis R. Kellen 12-14-87
Dennis R. Kellen — Date
Manager of Operations
Department of Alcoholic
Beverage Control

APPROVED AS TO FORM:

James W. Carter — Date
Park City Attorney

John P. Soltis 12-16-87
John P. Soltis — Date
Assistant Attorney General
State of Utah

Joyce H. Milne 12-15-87
Joyce H. Milne — Date
Division of Facilities
Construction and Management

APPROVED AS TO THE AVAILABILITY OF FUNDS:

Forrest Terry 16 Dec 87
Forrest Terry — Date
Utah Division of Finance

Richard Pearson 14 Dec 87
Richard Pearson — Date
Management Services Coord.
Department of Alcoholic
Beverage Control

STATE OF UTAH
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

CONTRACT NO. 88-2073
AMENDMENT NO. 1

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between PARK CITY MUNICIPAL BUILDING AUTHORITY, hereinafter called "LESSOR", and the STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, for and in behalf of the Department of Alcoholic Beverage Control, hereinafter called "LESSEE".

W I T N E S S E T H

THAT WHEREAS, LESSOR and LESSEE have heretofore entered into that certain Lease Agreement (Contract No. 88-2073) for 1,380 square feet of retail store space in the facility located at 528 Main Street in Park City, Utah, which Lease Agreement commenced November 1, 1987, and is currently continuing on a month-to-month basis; and

WHEREAS, LESSEE and LESSOR mutually desire to renew the subject Lease Agreement for an additional six and one-half (6.5) years extended or renewal term; and

NOW THEREFORE, for and in consideration of the mutual covenants, conditions, and agreements herein contained, and other good and valuable considerations, it is covenanted and agreed between the parties that the aforesaid Lease Agreement be modified and amended as follows:

PARAGRAPH 1. RENEWAL OR EXTENDED TERM
LESSEE and LESSOR hereby renew and extend this Lease Agreement for an additional term of six and one-half (6.5) years which term shall commence July 1, 1996, and shall expire December 31, 2002, and shall continue thereafter on a month-to-month rental basis, if option to renew is not exercised by LESSEE as provided for in Paragraph 2 of this Lease Amendment No. 1, until terminated by either party by giving thirty (30) days advance written notice to the other party.

PARAGRAPH 2. OPTION TO RENEW

a. LESSOR covenants with LESSEE that LESSOR shall, at LESSEE'S option, again grant and lease to LESSEE at the expiration of the lease term, the premises pursuant to the provisions of this Lease for and during the term of seven (7) years thereafter, with a like covenant for future renewals of the lease as is contained in this Amendment No. 1, and on the same terms and conditions, except as to the annual rentals, which rentals shall be determined by negotiation between the parties. LESSEE shall notify LESSOR in writing at least thirty (30) days prior to the expiration of this renewal term if said option is to be exercised.

b. To exercise an option hereunder, LESSEE must give LESSOR written notice of its desire to extend the Lease Agreement an additional term at least thirty (30) days prior to the end of the then lease term. Failure to timely exercise an option shall revoke and terminate any right to exercise options for successive periods.

c. The parties shall have thirty (30) days after LESSOR receives the option notice in which to agree on the base rentals during the extended or renewal term. If the parties agree on the base rentals for the extended or renewal term during that period, they shall immediately execute an amendment to this Lease stating the base rentals.

d. If the parties are unable to agree on the base rentals for the extended or renewal term within the specified period, the option notice shall be of no effect and this Lease shall expire at the end of the then term. Neither party to this Lease shall have the right to have a court or other third party set the base rentals.

PARAGRAPH 3. CONSIDERATION

a. For the period beginning July 1, 1996, and ending June 30, 1997, the sum of the annual base rentals payable by LESSEE to LESSOR for the 1,380 square feet of retail store space shall be based on a rental rate of $2.90 per square foot per year. LESSEE shall pay such annual base rentals in the amount of Four Thousand Dollars ($4,000.00) in one annual payment on the first day of July during this renewal or extended period.

b. For the period beginning July 1, 1997, and ending June 30, 2002, the sum of the annual base rentals payable by LESSEE to LESSOR for the 1,380 square feet of retail store space shall be based on a rental rate of $5.80 per square foot per year. LESSEE shall pay such annual base rentals in the amount of Eight Thousand Dollars ($8,000.00) in one annual payment on the first day of every July during this renewal or extended period.

c. For the period beginning July 1, 2002, and ending December 31, 2002, the sum of the annual base rentals payable by LESSEE to LESSOR for the 1,380 square feet of retail store space shall be based on a rental rate of $5.80 per square foot per year. LESSEE shall pay such annual base rentals in the amount of Four Thousand Dollars ($4,000.00) in one annual payment on the first day of July during this renewal or extended period.

All other covenants, terms, and conditions of the subject Lease Agreement are not modified by this Lease Amendment No. 1 and are to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto sign and cause this Lease Amendment No. 1 to be executed.

LESSEE
State of Utah

Joyce H. Milne 1-29-96
Joyce H. Milne Date
Division of Facilities
Construction and Management

Dennis Kellen 1-17-96
Dennis Kellen Date
Operations Manager
Alcoholic Beverage Control

Approved:

Richard Pearson Date
Administrative Services Manager
Alcoholic Beverage Control

CONTRACT RECEIVED & PROCESSED BY DIVISION OF FINANCE
Utah Division of Finance

LESSOR
Park City Municipal
Building Authority

Bradley A. Olch 1-24-96
Bradley A. Olch Date

ATTEST:

Anita Sheldon 1/24/96
Anita Sheldon Date
City Recorder

Approved as to Form:

Mark D. Harrington 1/22/96
Mark D. Harrington Date
Assistant City Attorney

STATE OF UTAH
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

CONTRACT NO. 88-2073

AMENDMENT NO. 2

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between PARK CITY MUNICIPAL BUILDING AUTHORITY, hereinafter called "LESSOR," and the STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, for and in behalf of the Department of Alcoholic Beverage Control, hereinafter called "LESSEE."

WITNESSETH

THAT WHEREAS, LESSOR and LESSEE have hereto entered into that certain Lease Agreement (Contract No. 88-2073) for 1,380 square feet of retail store space located at 528 Main Street in Park City, Utah, which Lease Agreement commenced 1987, and was partially amended by Amendment No. 1, which Amendment No. 1 currently expires December 31, 2002; and

WHEREAS, LESSEE and LESSOR are mutually desirous to renew the subject Lease Agreement for an additional ~~Five (5)~~ THREE (3) years renewal or extended term; and MDH PCMBA

NOW THEREFORE, for and in consideration of the mutual covenants, conditions, and agreements herein contained, and other good and valuable considerations, it is covenanted and agreed between the parties that the aforesaid Lease Agreement be modified and amended as follows:

PARAGRAPH 1. **RENEWAL OR EXTENDED TERM**

1.1 This Lease Agreement is hereby renewed and extended for an additional term of Five (3) years which term shall commence January 1, 2003, and shall expire December 31, 2005, and shall continue thereafter on a month-to-month rental basis. If the option to renew is not exercised by LESSEE as provided for in Paragraph 2 of this Lease Amendment No. 2, the Lease will continue until terminated by either party by giving thirty (30) days advance written notice to the other party.

PARAGRAPH 2. <u>OPTION TO RENEW</u>

2.1 LESSOR covenants with LESSEE that LESSOR shall, at LESSEE'S option, again grant and lease to LESSEE at the expiration of the lease term, the Premises pursuant to the provisions of this Lease for and during the term of three (3) years thereafter, with a like covenant for future renewals of the Lease as is contained in this Amendment No. 2, and on the same terms and conditions, except as to the annual rentals, which rentals shall be determined by negotiation between the parties. LESSEE shall notify LESSOR in writing at least thirty (30) days prior to the expiration of this renewal term if said option is to be exercised.

2.2 To exercise an option hereunder, LESSEE must give LESSOR written notice of its desire to extend the Lease Agreement an additional term at least thirty (30) days prior to the end of the then lease term. Failure to timely exercise an option shall revoke and terminate any right to exercise options for successive periods.

2.3 The parties shall have thirty (30) days after LESSOR receives the option notice in which to agree on the base rentals during the extended or renewal term. If the parties agree on the base rentals for the extended or renewal term during that period , they shall immediately execute an amendment to this Lease stating the base rentals.

2.4 If the parties are unable to agree on the base rentals for the extended or renewal term within the specified period, the option notice shall be of no effect and the Lease shall expire at the end of the then term. Neither party to this Lease shall have the right to have a court or other third party set the base rentals.

PARAGRAPH 3. <u>CONSIDERATION</u>

3.1 For the renewal or extended period beginning January 1, 2003, and ending June 30, 2003, the sum of the annual base rentals payable by LESSEE to LESSOR for the 1,380 square feet of office space shall be based on a rental rate of $5.80 per square foot per year. LESSEE shall pay such annual base rentals in the amount of Four Thousand Dollars ($4,000.00) in one payment on the first day of January, 2003.

3.2 For the renewal or extended period beginning July 1, 2003, and ending June 30, ~~2007~~ 2005, the sum of the annual base rentals payable by LESSEE to LESSOR for the 1,380 square feet of office space shall be based on a rental rate of $5.80 per square foot per year. LESSEE shall pay such annual base rentals in the amount of Eight Thousand Dollars ($8,000.00) in one annual payment on the first day of July each year during the term hereof.

3.3 For the renewal or extended period beginning July 1, ~~2007~~ 2005, and ending December 31, ~~2007~~ 2005, the sum of the annual base rentals payable by LESSEE to LESSOR for the 1,380 square feet of office space shall be based on a rental rate of $5.80 per square foot per year. LESSEE shall pay such annual base rentals in the amount of Four Thousand Dollars ($4,000.00) in one annual payment on the first day of July each year during the term hereof.

PARAGRAPH 4. SUBSTITUTE LOCATION

During the term of this Amendment the LESSOR may offer a substitute facility to the LESSEE. If LESSEE and LESSOR agree that the substitute facility is of equal or greater value, then the LESSEE and LESSOR must agree to amend and modify this Lease to accommodate the terms and location of the substitute facility.

IN WITNESS WHEREOF, the parties hereto sign and cause this Lease Amendment No. 2 to be executed.

LESSEE
State of Utah

12-12-02

Alyn C. Lunceford Date
Real Estate and Debt Manager
Division of Facilities
Construction and Management

12-12-02

Dennis Kellen Date
Operations Manager
Alcoholic Beverage Control

APPROVED:

Richard Pearson Date
Administrative Services Manager
Alcoholic Beverage Control

12/12/02

Budget Officer Date
Alcoholic Beverage Control

CONTRACT RECEIVED AND PROCESSED BY DIVISION OF FINANCE

Utah Division of Finance

LESSOR
Park City

Dana Williams, Chairman Date
Municipal Building Authority

Jan Scott Date
City Recorder

PARK CITY SUMMIT COUNTY UTAH CORPORATE MARCH 1, 1884

APPROVED as to Form:

12/20/02

Mark D. Harrington Date
City Attorney

Resolution No.

RESOLUTION DESIGNATING JUNE 14 – JUNE 21, 2008
AS NATIONAL INVASIVE WEED AWARENESS WEEK
IN PARK CITY, UTAH

WHEREAS, it is the role and duty of government to protect property from invasive weeds and proactively address measures for their control; and

WHEREAS, it is the City Council's desire to publicly support the Summit County Weed Board in its weed control programs to abate noxious and invasive species; and

WHEREAS, it is appropriate to recognize local, state and federal programs improving Park City's quality of life and observe National Invasive Weed Awareness Week;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council designate June 14 – June 21, 2008 as

NATIONAL INVASIVE WEED AWARENESS WEEK
IN PARK CITY, UTAH

to focus attention on the severe problems created by noxious and invasive weeds.

PASSED AND ADOPTED this 5th day of June, 2008.

PARK CITY MUNICIPAL CORPORATION

____
Mayor Dana Williams

Attest:

____
Janet M. Scott, City Recorder

Approved as to form:

____
Mark D. Harrington, City Attorney

City Council Staff Report

Subject: Johnson Controls Conservation Project
Author: Diane Foster
Department: Sustainability
Date: June 5, 2008
Type of Item: Administrative

Summary:
Request to authorize the City Manager to enter into a contract with Johnson Controls, in a form approved by the Legal Department, in an amount not to exceed $ 1,330,102.

Topic/Description:
Request for the Council to authorize the City Manager to enter into a contract with Johnson Controls for the implementation of energy and water saving upgrades to Park City Municipal Corporation facilities.

Background:
According to the US Green Building Council, buildings account for 38% of CO2 emissions in the United States — more than either the transportation or industrial sectors. In 2005 the City signed the US Mayors Climate Action Agreement which requires the City to meet or beat the Kyoto Protocol target of reducing global warming pollution levels to 7% below 1990 levels by 2012. Movement towards this goal is possible through the energy conservation project proposed by Johnson Controls.

In June of 2007, the City Council adopted the action plan for the Environmental Initiatives. One top priority item was to perform energy audits on all City facilities.

Subsequently, the City issued an RFP for Performance Contracting Services. Energy savings performance contracting enables building owners to use future energy savings to pay for up-front costs of energy-saving projects, eliminating the need to dip into capital budgets. The City received three proposals and chose Johnson Controls.

The City Council discussed criteria for evaluation at the November 15, 2007 work session and identified four criteria for evaluation of each project line item:

- Return on Investment (cost/benefit) - 15 years
- Energy and carbon impact (ton and dollar value)
- Cost benefit with coordinating existing capital needs
    - Maintenance implications
    - Reduction of operating costs
    - Timing
- Leadership (note as to the visibility & ingenuity of this type of application)

Johnson Controls began a technical audit in December 2007. During this process, they visited City buildings and interviewed with key staff, as well as reviewed the actual utility bills, occupancy and use information and tenant leases. They also took an in-depth look at the City's water distribution system.

Johnson Controls delivered their initial report in February 2008 showing potential for $2.4 million in improvements. City staff then evaluated each project, identified top priority projects and eliminated $1 million in potential projects based on the criteria defined by Council.

On May 22, 2008 City Council received an informational update on the proposed details of the Johnson Controls energy and water efficiency project and requested staff to:

- Look at the possibility of a solar hot water application at the ice rink (in addition to or instead of the solar photovoltaic); and
- Contact additional references for Johnson Controls.

For the June 5, 2008 meeting, staff will have both tasks completed and will report to Council on the findings.

In working with our Legal and Finance departments on the details of the Johnson Controls contract, five projects within this overall project were identified as capital improvement projects that exceed $45,000. These types of projects require a competitive bidding process defined in our Contract and Purchasing Policy, as specified in the Budget Volume I, Policies & Objectives. These projects are:

1. Quinns Arena – Arena Star Lighting System
2. Quinns Arena – Photovoltaic (solar electric panels)
3. Quinns Arena – Chiller System Heat Reclamation
4. Public Works – Unit heater Retrofit
5. Library and Education – Direct Digital Control System

Staff will work with the City Attorney and Johnson Controls to ensure that these elements of the contract comply with the City's Budget Policy regarding bidding.

Analysis:

Overview

Johnson Controls has identified energy, water and consequently significant cost savings that can be realized through a series of improvements to our buildings. These improvements range from replacement of lighting fixtures to replacement of toilet fixtures to installation of photovoltaic solar panels.

The initial list included $2.4 million in improvements and staff has shortened that list to 51 projects, using criteria identified by Council, totaling $1.4 million in improvements that will result in:

- a $99,138 annual savings in energy bills

- a 2,296 ton annual reduction in carbon emissions (equivalent to planting 183,000 trees *every year*)
- an annual water savings of 1.8 million gallons of water each year

Options

Staff has seriously considered several options for implementation. There was significant debate amongst staff primarily surrounding the feasibility of executing this project internally. The team agreed that we would not be able to implement all aspects of this project within an eight month timeframe (the Johnson Controls timeframe) and could not do this project without at least one additional staff member and administrative overhead.

Recommendation

Staff recommends implementation of these 51 projects with Johnson Controls because:

- average return-on-investment of 12 years, based on the *current* cost of energy;
- start to realize cost savings eight months from contract signing;
- savings and cost for Johnson Controls are guaranteed, as is the cost (GMP);
- performance of improvements measured & verified over three years;
- implementation completed within eight months of contract signing;

Staff also recommends keeping a photovoltaic project within this overall contract because:

- to date, it will be the most visible representation of the City's leadership in the renewable energy arena;
- elimination of the project does not significantly change the payback period for the entire energy and water conservation project;
- $60,000 of project will be paid for with grant from Rocky Mountain Power; and
- visitors are factoring "concern for the environment" into their vacation selection criteria and solar panels are a visible demonstration of Park City's commitment.

While the payback from direct savings of a photovoltaic project may not seem impressive, the indirect benefits are imperative. Park City needs to be visibly green to maintain its share of the tourism market and keep sales tax growing. According to The Journal of Vacation Marketing and Economics Research Associates, green initiatives have become an important decision point for vacation-goers. In fact, our own Chamber of Commerce has reported that the volume of calls from potential tourists enquiring into green practices is on the rise. So while the simple payback years of this project is underwhelming, it would contribute to the competitive standing of Park City as a resort destination, ultimately affecting the bottom line through sales tax.

Department Review:

The team that reviewed the RFP submittals and who has worked with Johnson Controls since their selection includes Kathy Lundborg (Water Department), Jon Pistey (Ice Rink), Mike Lennon (Building Maintenance), Bret Howser (Budget), Dave Gustafson (Sustainability) and Alison Butz/Diane Foster (Sustainability). Johnson Controls has also met with Ron Ivie to overview some of his review criteria.

Alternatives:

A. **Approve the Request:** The City would enter into a contract with Johnson Controls.
B. **Deny the Request:** The City will not perform energy and water efficiency facility improvements.
C. **Continue the Item:** Ask for information from staff before making a decision on the request.
D. **Do Nothing:** This will have the same impact as denying the request.

Significant Impacts:

- The funding for this project is included in the FY2009 Proposed Budget.

Consequences of not taking the recommended action:

- Loss of $99,138 annual savings on energy costs
- Loss of reduction of 2,296 tons of annual CO2output (equivalent to planting 183,000 trees each and every year)
- Loss of reduction in water use by 1.8 million gallons of water each year
- Inability to say "we tackled energy conservation, you can do it too"
- Missed opportunity to make strides towards our commitment to the Kyoto Protocol.

Recommendation:

Staff's recommendation is to authorize the City Manager to enter into a contract with Johnson Controls, in a form approved by the Legal Department, in an amount not to exceed $ 1,330,102.

Attachment:

Johnson Controls Project List.
Johnson Controls Contract

Johnson Controls

Facility Improvement Measures Worksheet

	X or B	Building	Facility Improvment Measures "FIM" Description	FIM ID	Simple Payback (years)	Installation Cost	Total Annual M&V	$0	$0 Energy Rebate/ Incentives	Total Annual Operational Savings	Annual Energy Savings: Electricity	Natural Gas	Water	Total Annual Energy Savings	Total Annual Savings	Total Annual CO2 (Tons)	Estimated Annual CO2 Offset Value(@$5/ton	Innovation Factor
1	X	Racquet Club	Furnace / AHU Night Setback	RC3	1.11	$4,875		X	$0	$0	$725	$3,671	$0	$4,396	$4,396	71.1	$ 355	
2	X	Racquet Club	Lighting System Retrofit	RC6	3.87	$30,691		X	$5,063	$2,637	$4,327	($340)	$0	$3,987	$6,624	150.8	$ 754	
3	X	Racquet Club	Play Pool Liquid Blanket	RC7	2.59	$1,500		X	$0	$0	$0	$579	$0	$579	$579	5.4	$ 27	X
4	X	Miners Hospital	Infiltration Reduction	MH2	3.64	$481		X	$0	$0	$0	$132	$0	$132	$132	1.2	$ 6	
5	X	Miners Hospital	Water Conservation	MH3	4.78	$3,196		X	$0	$17	$0	$0	$651	$651	$668	0.0	$ -	
6	X	Quinns Arena	Arena Star Lighting System	QA1	34.73	$47,560		X	$ 3,750	$169	$1,145	($52)	$0	$1,093	$1,261	13.7	$ 68	XX
7	X	Quinns Arena	Infiltration Reduction	QA2	7.55	$44,369		X	$0	$0	$0	$5,879	$0	$5,879	$5,879	54.0	$ 270	
8	X	Quinns Arena	Vendmiser	QA3	7.76	$546		X	$0	$0	$70	$0	$0	$70	$70	3.0	$ 15	
9	X	Quinns Arena	Photovoltaic	QA4	87.84	$132,969		X	$ 60,000	$0	$831	$0	$0	$831	$831	18.1	$ 91	XX
10	X	Quinns Arena	Chiller System Heat Reclamation	QA5	11.13	$69,875		X	$0	$0	$0	$6,277	$0	$6,277	$6,277	23.4	$ 117	X
11	X	Quinns Maintenance	Infiltration Reduction	QM1	6.04	$10,694		X	$0	$0	$0	$1,772	0	$1,772	$1,772	18.2	$ 91	
12	X	Public Works	Infiltration Reduction	PW1	4.01	$30,583		X	$0	$0	$0	$7,634	$0	$7,634	$7,634	63.1	$ 315	
13	X	Public Works	Lighting System Retrofit	PW2	5.03	$29,257		X	$ 1,285	$1,903	$3,999	($344)	$0	$3,654	$5,557	90.0	$ 450	
14	X	Public Works	Vendmiser	PW3	5.61	$546		X	$0	$0	$97	$0	$0	$97	$97	4.1	$ 20	
15	X	Public Works	Unit Heater Retrofit	PW4	10.66	$63,641		X	$ 6,500	$0	$0	$5,362	$0	$5,362	$5,362	48.7	$ 244	
16	X	Public Works	Unit Heater Night Setback	PW5	5.99	$4,500		X	$0	$0	$0	$752	$0	$752	$752	8.9	$ 45	
17	X	Public Works	Water Conservation	PW6	6.84	$3,196		X	$0	$44	$0	$0	$ 423	$423	$467	0.0	$ -	
18	X	Transit Center	Snowmelt Control Upgrade	TC1	2.29	$4,825		X	$0	$0	$0	$2,111	$0	$2,111	$2,111	92.1	$ 461	
19	X	Transit Center	Lighting System Retrofit	TC2	5.18	$3,301		X	$ 252	$194	$418	($23)	$0	$395	$589	6.0	$ 30	
20	X	Transit Center	Infiltration Reduction	TC3	4.28	$2,394		X	$0	$0	$0	$559	$0	$559	$559	5.1	$ 26	
21	X	Library and Education	Infiltration Reduction	L1	1.80	$3,575		X	$0	$0	$0	$1,981	$0	$1,981	$1,981	16.4	$ 82	
22	X	Library and Education	Direct Digital Control System	L2	16.59	$67,436		X	$0	$0	$0	$4,064	$0	$4,064	$4,064	31.0	$ 155	
23	X	Library and Education	Lighting System Retrofit	L3	2.94	$35,842		X	$ 6,875	$1,719	$8,657	($530)	$0	$8,127	$9,846	138.6	$ 693	
24	X	Library and Education	AHU VFD	L4	212.86	$17,625		X	$0	$0	$83	$0	$0	$83	$83	2.0	$ 10	
25	X	Library and Education	Water Conservation	L5	10.16	$24,466		X	$0	$177	$0	$0	$ 2,230	$2,230	$2,407	0.0	$ -	
26	X	Library and Education	Vendmiser	L8	6.18	$546		X	$0	$0	$88	$0	$0	$88	$88	3.7	$ 19	
27	X	Golf Cart Storage	Lighting System Retrofit	GS1	14.76	$1,429		X	$0	$24	$75	($2)	$0	$73	$97	0.5	$ 3	
28	X	New China Bridge	Lighting System Retrofit	NCB1	6.76	$51,791		X	$ 105	$4,247	$3,402	$0	$0	$3,402	$7,649	104.5	$ 523	
29	X	New China Bridge	Ventilation Fan Controls	NCB2	5.30	$4,594		X	$0	$0	$867	$0	$0	$867	$867	0		
30	X	Old China Bridge	Lighting System Retrofit	OCB1	5.10	$36,320		X	$ 120	$3,121	$3,974	$0	$0	$3,974	$7,094	89.5	$ 447	
31	X	Gateway Parking	Lighting System Retrofit	GP1	4.93	$19,657		X	$ 180	$1,061	$2,888	$0	$0	$2,888	$3,949	74.7	$ 374	
32	X	Spiro Water Treatment	Lighting System Retrofit	SWT1	3.01	$7,504		X	$ 800	$334	$1,978	$0	$0	$1,893	$2,227	22.0	$ 110	
33	X	Spiro Water Treatment	Infiltration Reduction	SWT2	3.90	$513		X	$0	$0	$0	$131	$0	$131	$131	1.2		
34	X	Parks And Golf	Lighting System Retrofit	PG1	5.12	$10,235		X	$ 468	$351	$1,625	($67)	$0	$1,559	$1,909	17.5	$ 87	
35	X	Parks And Golf	Radiant Heat Night Setback	PG2	6.75	$4,500		X	$0	$0	$0	$667	$0	$667	$667	7.6	$ 38	
36	X	Parks And Golf	Water Conservation	PG3	15.32	$9,159		X	$0	$91	$0	$0	$ 507	$507	$598	0.0		
37	X	Parks And Golf	Infiltration Reduction	PG4	3.87	$1,194		X	$0	$0	$0	$308	$0	$308	$308	25.0		
38	X	McPolin Shed	Programmable Thermostat Upgrade	MPS1	0.71	$375		X	$0	$0	$42	$488	$0	$530	$530	7.2	$ 36	
39	X	Recycle Center	Lighting System Retrofit	RCC1	6.55	$1,684		X	$ 30	$75	$187	($9)	$0	$178	$253	2.4	$ 12	
40	X	Recycle Center	Infiltration Reduction	RCC2	3.90	$344		X	$0	$0	$0	$88	$0	$88	$88	0.8	$ 4	
41	X	Miners Plaza Restroom	Water Conservation	MP1	19.80	$5,692		X	$0	$31	$0	$0	$ 256	$256	$287	0.0		
42	X	Miners Plaza Restroom	Lighting System Retrofit	MP2	0.75	$141		X	$ 22	$27	$140	($7)	0	$133	$160	1.8	$ 9	
43	X	Miners Plaza Restroom	Infiltration Reduction	MP3	6.79	$1,913		X	$0	$0	$0	$282	0	$282	$282	2.6	$ 13	
44	X	High School Restroom	Water Conservation	HS1	19.80	$5,692		X	$0	$31	$0	$0	$ 256	$256	$287	0.0		
45	X	Middle School Restroom	Water Conservation	MS1	19.82	$5,692		X	$0	$31	$0	$0	$ 256	$256	$287	0.0		
46	X	Quinns Restroom	Water Conservation	QR1	19.82	$5,692		X	$0	$31	$0	$0	$ 256	$256	$287	0.0		
47	X	Rec Center @ City Park	Vendmiser	CPRC1	4.11	$448		X	$0	$0	$109	$0	$0	$109	$109	1.6	$ 8	
48	X	Rec Center @ City Park	Lighting System Retrofit	CPRC2	6.94	$2,172		X	$ 98	$52	$255	($8)	$0	$247	$299	2.1	$ 11	
49	X	Golf Course Restroom	Water Conservation	GCRR1	19.82	$5,692		X	$0	$31	$0	$0	$ 256	$256	$287	0.0		
50	X	South & City Park Restroom	Water Conservation	SCP1	19.82	$5,692		X	$0	$31	$0	$0	$ 256	$256	$287	0.0		
51	X	South & City Park Restroom	Vendmiser	SCP2	4.11	$448		X	$0	$0	$109	$0	$0	$109	$109	1.6	$ 8	
52	X	General	Project Development Agreement	PDA		$49,783		X	$0	$0	$0	$0	$0	$0	$0	0.0		
53	X	General	Measurement and Verification	M&V		$25,015	$23,595	X	$0	$0	$0	$0	$0	$0	$0	0.0		
54	X	Contingency	Contingency	Con		$67,008		X	$0	$0	$0	$0	$0	$0	$0	0.0		
55	X	Construction Management	Construction Management	CM		$101,413		X	$0	$0	$0	$0	$0	$0	$0	0.0		
56	X	Other Direct Cost	Other Direct Cost	DC		$49,455		X	$0	$0	$0	$0	$0	$0	$0	0.0		
57	X	Warranty	Warranty	War		$39,515		X	$0	$0	$0	$0	$0	$0	$0	0.0		
58	X	Bond	Bond	B		$16,518		X	$0	$0	$0	$0	$0	$0	$0	0.0		
59	X	Engineering	Engineering	Eng		$36,125		X	$0	$0	$0	$0	$0	$0	$0	0.0		
60	X	Permits	Permits	P		$0		X	$0	$0	$0	$0	$0	$0	$0	0.0		
61	X	Taxes	Taxes	T		$61,388		X	$0	$0	$0	$0	$0	$0	$0	0.0		
																0.0		
		Park City, Utah	05/08/2008 Review Meeting		11.98	$1,273,277	$23,595	x	$85,548	$16,428	$36,090	$41,270	$5,350	$82,710	$99,138		$ 6,025	
	Net Present Value "NPV"					First Year =	$31,793			$0			1.8 mil gal	$0	$0	Total Annual CO2 (Tons)		
	Internal Rate of Return "IRR"					Second Year	$25,015			$0				$0	$0	2,296.0		
						Installation period included?	X		Installation period included?	X		Installation period included?		X				

EDEN CONTRACT NO. ___________

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____________, 2007, by and between PARK CITY MUNICIPAL CORPORATION, P O Box 1480, Park City UT 84060, a municipal corporation of the state of Utah (hereinafter "City"), and JOHNSON CONTROLS, INC., which is a (*check one*) _X__ corporation ___ partnership ___ sole proprietorship ___ limited liability company (hereinafter "Contractor").

PURPOSE: For the project known as the Johnson Controls Conservation Project (hereinafter "Project"), which consists of project implementation of energy and water upgrades to City facilities.

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

SECTION 1. SCOPE OF WORK. Contractor shall furnish all labor, materials and equipment to complete the Project, consisting of the work described in the attached Project Scope (Exhibit A), as specifically set out in the contract specifications, which is made a part hereof by reference, herein called the "Project."

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

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

A. SUBCONTRACTORS. This contract may be subcontracted by the Contractor with prior written approval by City through the Project Manager/Engineer, provided all City and State regulation regarding competitive bidding are followed, as applicable. The Contractor shall be fully responsible to the City for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall, within ten (10) days of submittal of request for final payment, include an affidavit showing satisfactory evidence that all claims of subcontractors, laborers and materialmen who supplied services or materials to the Project have been fully paid, discharged, or waived. The Contractor shall submit lien waivers for each pay release.

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

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

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

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

D. WARRANTY. Contractor warrants that all materials and supplies used in the construction of the Project shall be new, except as otherwise agreed to in writing by the City's Representative. All materials, equipment, parts and labor and any necessary corrections to the Project shall be guaranteed for a period of at least one (1) year following the date of substantial completion of the Project under the terms of the performance bond or as provided in the project specifications and construction documents, whichever is longer.
Additional warranty provisions and Performance Guarantee apply according to Exhibit __.

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

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

The Contractor shall provide a Certificate of Insurance evidencing:

> **A.** Commercial General Liability insurance written on an occurrence basis with limits no less than two million dollars ($2,000,000) combined single limit per occurrence and four million dollars ($4,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if specifically requested; and employer's practices.
>
> The Contractor shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63-30d-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.
>
> **B.** Automobile Liability insurance with limits no less than two million dollars ($2,000,000) combined single limit per accident for bodily injury and property damage.
>
> **C.** Workers Compensation insurance limits written as follows:
> Bodily Injury by Accident $500,000 each accident;
> Bodily Injury by Disease $500,000 each employee, $500,000 policy limit

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

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

SECTION 4. CONTRACT AMOUNT, ACCEPTANCE OF WHOLE, ADDITIONS. City shall pay Contractor the total sum of $1,330,102.00 ("Contract Amount") for all work and materials expended to complete this Project, which shall include the cost of all bonds, insurance, and all charges, fees, permits (including water and sewer fees, unless waived), expenses or assessments of whatever kind or character that are or may be necessary to complete this Project, including any additive alternates listed within the Scope of Work described in Section 1.

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

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

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

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

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

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

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

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

In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, the Contractor agrees to pay the City ____________ **Dollars ($_00.00)**, (NOTE: liquidated damages clause must be agreed to by Contractor, if no mutual agreement, then no liquidated damages) which the parties believe, due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. **Parking**. The Construction Mitigation Plan shall include a parking plan. Construction vehicle parking may be restricted at construction sites so as to not block reasonable public and safety vehicle access along streets and sidewalks.

Construction parking in paid or permit only parking areas require the Public Works Department review and approve a parking plan. The plan shall also include anticipated temporary parking, e.g. delivery vehicles, large equipment parking.

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

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

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

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

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

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

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

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

No additional fee is required for this sign.

SECTION 22. TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED.

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

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

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

SECTION 24. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

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

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

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

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

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

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

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

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

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

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

City Council Staff Report

PLANNING DEPARTMENT

Subject: Park City Heights Annexation
Authors: Jim Carter, AICP
Kirsten A. Whetstone, AICP
Date: June 5, 2008
Type of Item: Legislative

Summary Recommendation

Staff recommends that the City Council continue its review of the Park City Heights annexation request at the regular meeting, conduct a public hearing, and discuss the annexation proposal as outlined in this staff report. No action is requested at this time. Staff recommends that the City Council continue the public hearing to the June 19 City Council meeting for further discussion and public input.

The purpose of this meeting is to:

- Continue to review the annexation and zoning request
- Affirm Council direction from April 24 and May 22 meetings
- Discuss and provide specific input to staff and the applicant regarding open space; frontage protection; enhanced public benefits; and trails and pedestrian improvements
- Discuss the conceptual master planned development, to address:
    - Incorporation of affordable housing in the proposed MPD
    - Proposed configuration and mix of housing types
    - Site considerations
    - Residential unit density
- Identify remaining issues to be addressed at the June 19 Council meeting
- Conduct a public hearing

Description

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

Background

This staff report is supplemental to the Park City Heights Annexation staff reports dated April 24 and May 22, 2008, and refers to the project history, Exhibits, and background materials attached to those reports, rather than re-attaching them here.

City Council meetings of April 24 and May 22

On April 24, the annexation proposal, history of the Task Force process, previous agreements, and Planning Commission discussion and recommendation were introduced to the City Council. On May 22, the Council discussed traffic, affordable housing, and sustainable development, and provided direction to the staff and project applicants on those aspects of the annexation and proposed MPD. A summary of the direction the Council provided to the applicant and staff includes:

CT Zoning – The Council agreed with the Task Force and the Planning Commission that the CT Zone district is the appropriate zoning designation for the annexation properties.

Traffic Impacts - With regard to traffic anticipated to be generated by the proposed MPD, the Council agreed with the recommendations of the Task Force and Planning Commission to accept the June 7, 2007 Hales Engineering traffic impact analysis and recommendations, including the four recommended system improvements. The Council also agreed with the recommendation that the applicants participate proportionally in the improvements designed to address "down-stream" traffic impacts on SR 248. Staff will discuss a formula similar to that used for the IHC Annexation with the Applicant in an effort to incorporate a specific calculation in the draft Annexation Agreement, prior to Council action.

Affordable Housing – The Council agreed that the 20 Park City Heights required affordable units; the 28 IHC required affordable units; and the 16 Talisker/Montage required affordable housing units may appropriately be located at the Park City Heights project site. The Council agreed with the Planning Commission's recommendation to remove the 30 attainable units but directed staff to discuss the remaining proposed affordable and attainable housing units in conjunction with discussion of the configuration, layout and housing mix of the proposed MPD with a goal of incentivizing the construction of affordable units on other Talisker property within the existing City limits by possibly converting some affordable units to attainable units, rather than just deducting them from an allowed density cap at PC Heights.

Sustainable Green Development Design – The Council discussed the LEED for Homes and Built Green standards, and agreed that a set of flexible, green design and building standards should be adopted in conjunction with the Annexation. The sense of the Council is that the standards should be generally accepted and verifiable by third parties so as to not require special training of City staff. The standards should, however, also specifically address water conservation and other practices the City emphasizes.

CT Zone MPD Requirements

At its May 22 meeting, the Council reviewed the purposes of the CT Zone and the nine standards for increasing residential density in the CT zone to up to one unit per acre. The May 22 staff report also contained the following table that lists the nine criteria and the steps proposed by the applicants to address them.

	For Density increases up to One (1) unit per acre-	**Proposed PC Heights MPD**
CT Density Standards of LMC 15-2.23-4	MPD shall:	
1. Open Space	Provide 70% open space	73% proposed. A mixed use development seeking density at 3 units per acre would require 80% open space.

2. Frontage Protection Zone (FPZ)	Provide 200' FPZ no build setback	>1,000 ' FPZ no-build setback proposed A mixed use development seeking density at 3 units per acre would a 300' FPZ.
3. Parking	Provide a minimum of 40% of parking in structure or tiered. PC can reduce if screening is achieved per site/landscaping	100% of proposed parking is structured in garages. .A mixed use development seeking density at 3 units per acre would require a minimum of 60% of parking be structured or tiered.
4. Public Transit Facilities	Develop a transit hub within the development area. PC may waive for funding in lieu for alternative location within walking distance	Proposes development of transit hub within development
5. Enhanced Public Benefits	Provide public recreation facilities or land for public and/or quasi public institutional Uses consistent with General Plan	Proposes dedication of 24 acres of land for public uses consistent with General Plan
6. Public Trails and Pedestrian Improvements	Provide public dedicated pedestrian improvements and enhanced trail connections to adjacent open space and/or public ways.	Proposes trail connection to Rail Trail, trails within the MPD, and trail connection to Deer Valley/Deer Crest
7. SLO	Comply with SLO requirements	Complies with SLO
8. Affordable Housing	Provide an additional 5% Affordable Housing commitment beyond requirements of City's Housing Resolution	A minimum of 31.4 AUEs is required. An additional 37.85 AUEs are proposed. These AUEs are over and above those required by pre-existing development agreements. A mixed use development seeking density at 3 units per acre would require an additional minimum of 7.85 AUEs.
9. Sustainable Green Development Design	Implement City approved sustainable Green Building and site design practices	Staff recommends that 100% of development comply with the Utah Built Green checklist or another comparable standard

As discussed above, the Council reached consensus on CT as the appropriate zoning for the annexation parcels, and provided direction on items 8 and 9. Staff requests Council direction on the following numbered MPD standards from the above chart:

<u>Standard 1. Open Space</u>

The MPD proposes 73% open space. The Planning Commission had some discussion of the configuration of the proposed open space, but did not recommend a higher percentage for the project.

Standard 2. Frontage Protection
The proposed MPD provides for a frontage protection zone along SR248 of 1,000 feet or greater.

Standard 3. Parking
All of the code required parking within the MPD is proposed to be within structures. No surface parking is proposed other than visitor use of the driveways and streets.

Standard 4. Public Transit Facilities
A Park City bus transit stop is proposed within the MPD project area. Details of the location and design shall be determined by the Planning Commission at the time of the MPD review.

Does Council agree that the MPD standards 1 through 4 for open space, frontage protection, parking, and public transit facilities would be met by the proposed MPD?

Standard 5. Enhanced Public benefits
The MPD applicants propose to dedicate 24 acres to the City for public uses consistent with the General Plan.

Does the Council believe that dedication of the 24 acre parcel meets the MPD standard?

Standard 6. Public Trails, and Pedestrian Improvements
The proposed MPD will provide for trail connections to the adjacent Rail Trail and the Deer Valley/Deer Crest communities, in addition to providing internal circulation to the MPD project area. The trails as proposed are generally consistent with the City's Trails Master Plan (TMP). The specific location of recreational trails and connections will be addressed through the MPD and Subdivision process; which may necessitate additional site planning modifications and trail dedication to fit the requirements of the TMP.

Does Council agree with Staff's recommendation to finalize the location of interior trails and connections to adjacent properties during the subdivision and MPD review process?

The General Plan and TMP through the annexation process call for projects to adhere to complete streets philosophies. Staff will require connectivity to the regional pedestrian and biking network through planning of roadways, sidewalks, and other public improvements. Staff has not finalized their recommended improvements at this time.

Does Council agree that the Annexation Agreement should require pedestrian and biking improvements and connections to external infrastructure outside of the annexation parcel properties, specifically the pedestrian tunnel under SR 248?

7. Compliance with Sensitive Lands Overlay District Requirements
As documented in the staff reports to the Planning Commission and the City Council, staff has recommended a finding that the MPD, as currently configured, complies with the substantive standards of the SLO. The Planning Commission discussed issues including greater avoidance of slope areas and the approach to clustering proposed in the MPD.

Staff recommends that the Council consider SLO objectives and standards as part of their discussion of the site plan project density.

General Plan Compliance and Proposed Residential Density

On May 28, the Planning Commission formally approved their April 9 meeting minutes which contained the final, adopted findings and conclusions supporting its recommendation to the City Council. Those findings and conclusions, and the Planning Commission's recommendation regarding the Park City Heights annexation proposal are attached as Exhibit A.

The Planning Commission's findings recognize the 157 proposed market units and the 64 required affordable housing units as representing a total "countable" project density of 157 units on 239.56 acres. The Planning Commission recommended that the City Council approve from zero to 82 additional affordable units, "equating to less than 1 unit per acre." The minutes of the Commission's discussion suggest support for removing the 30 proposed Talisker attainable units as a starting point for addressing overall project density. The bases for the Commission's recommendation include concern that the MPD density as proposed is "not appropriate and needs to be reduced in order to comply with the CT zoning [regarding residential development] and the General Plan."

At its May 22 meeting, the Council also expressed concern with overall project density. The City Council appears to be in accord with the Planning Commission that the 20 affordable units required of the Park City Heights project and the IHC and Montage required affordable units would be appropriate in the MPD, for a total of 64 required affordable housing units in the MPD. Council discussion centered around the 30 attainable units and the 52 additional, non-required affordable units currently proposed in the MPD. Like the Planning Commission, the Council suggested that removal of the 30 attainable units from the MPD would be a logical first step in reducing the residential density of the MPD.

An Approach to Evaluating Residential Density

The Planning Commission cited the CT Zone and the General Plan as basis for determining the appropriate level of residential density for the MPD area.

CT Zone Objectives - Two of the objectives stated for the CT Zone appear to be most relevant for the Council's discussion of residential density in the Park City Heights MPD:

"(B) Encourage low Density Development designed in a manner so as to cluster Uses in the least visually sensitive Areas and maximizes open space;" and

"(D) Prohibit highway service commercial, regional-commercial, and limit residential land Uses;"

The objective of limiting residential land uses was much discussed by the Planning Commission. Concerns were expressed that the proposed MPD is overly residential in character. In reviewing the objectives of the CT Zone, it may be helpful to consider whether the limitation of residential uses is to be applied to the zone district as a whole, rather than to each development proposal within the district. Neither the IHC or USSA projects, for example, contain any residential uses. In general terms, clustering relatively low-density residential development in a large-area zone district makes planning sense from both sustainability and infrastructure and service provision perspectives. The staff suggests that the Park City Heights project should be seen as the “limited” residential component of the larger CT Zone district.

General Plan Consistency - The Highway 40/248 East Planning Area identifies objectives for Environment and Open Space; Community Design, and Recreation and Amenities. The objective most relevant to the MPD proposal is under Community Design Objectives as follows:

“Locate future residential development so that it won’t be the dominant feature as viewed from Highway 40. Development should be located at the fringes of meadows, near the toe of moderately sloped areas. It should be concentrated, to minimize infrastructure extensions.”

In addition, under the Environmental and Open Space Objectives, the General Plan states: “Ensure that any residential development occurs in distinct pods, surrounded by open space.”

The Proposed MPD – In general terms, successful residential neighborhoods possess a threshold density that supports parks and recreational amenities, and, in some cases, neighborhood commercial and institutional facilities. Increasing project density can push less desirable thresholds, such as traffic and infrastructure capacities, or the carrying capacity of the project area itself.

Some of the concerns expressed by both the Planning Commission and the City Council regarding the residential development of the proposed MPD include:

- Traffic impacts
- Visual impacts
- Clustering of development on the site
- The relative locations of the market and affordable units
- Desire for a “resort development” rather than a development with a primarily suburban character
- Desire to move the development down the hillside to locate it nearer the toe of the slope

As was discussed at the May 22 Council meeting, the incremental traffic impacts of the project are relatively small compared to the existing peak traffic on SR 248. Also as discussed, the availability of transit at the project, proximity of the park-and-ride, and the historic use patterns by occupants of the affordable housing units are expected to further mitigate the traffic impacts of the proposed MPD.

The visual impacts; clustering; locations and mixing of unit types; and character of a development are generally site design issues, unless the magnitude of the proposed development is too large for the site to accommodate. Staff suggests that site design approaches such as the following could address some of the expressed concerns include:

- Tighter clustering of development to move it further down the slope;
- Greater variation in unit types and integration of different unit types;
- Reduction in the number of single-family lots;
- Re-configuration of some of the units as stacked condominium units;
- Creation of a village center containing amenities aimed at creating an integrated neighborhood, including such things as recreation facilities, community gathering areas, transit shelter, bike lockers, mail boxes, day care center, church(es), etc.
- Allowing for limited neighborhood commercial development such as coffee shop, neighborhood market, work-live lofts, etc.

Given an MPD area of 239 acres, the previous positive staff recommendations on the proposed MPD have been based primarily on the assumption that a refined site development plan could successfully address density-related concerns without necessarily reducing the total project unit count.

Does the Council find that the potentially adverse effects of the proposed MPD development can be mitigated by revised site development and unit configuration plans for the proposed units? If not, which adverse effects would remain, and what specific, additional steps should be taken to mitigate the adverse effects?

Conclusion

For the Council meeting on June 19th, staff will provide information regarding provision of water to the Park City Heights project and any other project-related issues the Council would like to discuss further.

MOTION: Commissioner Pettit moved to CONTINUE the Nakoma Condominiums matter to April 23, 2008 and the 154 McHenry Avenue matter to May 28, 2008. Commissioner Pettit seconded the motion.

VOTE: The motion passed unanimously.

1. <u>Park City Heights - Annexation Request</u>

Planner Kirsten Whetstone reviewed the request to annex approximately 286 acres in the Quinn's Junction area in the southwest corner of SR248 and US40. The applicants are requesting a Community Transition Zone with an MPD. An MPD was submitted as a requirement of the annexation submittal and includes 157 market rate lots and 64 affordable housing units, which will come from three places. The first is the 157 Lots proposed with the MPD, the second are 28 units transferred from the IHC Hospital site, and third are the 16 stacked flat units from the Talisker/Empire Pass project. Those affordable housing units are not included in the overall density. An additional 82 deed restricted affordable housing units are also being proposed with this master plan. The master plan includes 239 acres and a proposed density of 239 units at a 1:1 ratio, per the CT zone and the master planned development.

Planner Whetstone reported on issues that were left unresolved at the last meeting regarding the School Board. The Staff report contained information on the school district, as well as the affordable housing.

Gary Hill reported that School Board Member Mike Boyle was ill and was unable to represent the School District this evening. He asked Mr. Hill to express his apologies to the Planning Commission and to convey some of his comments. Mr. Boyle felt the information provided in the Staff report accurately reflects the School Board's position relative to the annexation, specifically the last paragraph on page 2 which says, "The overarching sentiment from the District representatives, however, was that regardless of the annexation, if growth occurs in the district boundaries, the School District will build its programs to meet the need." Mr. Hill noted that Mr. Boyle followed up his comment by saying that the School District responds to growth, but they do not encourage nor discourage it. Therefore, the School District does not have a formal position on this annexation. However, the School District believes there are beneficial offsets, including the additional affordable housing and additional tax revenue.

Planner Whetstone understood that Phyllis Robinson was planning to attend this meeting to answer their questions regarding affordable housing.

Planner Whetstone noted that the Staff had provided alternative findings for Planning Commission consideration. Findings A were prepared for a recommendation to the City Council for the annexation and MPD as currently proposed. Findings B would eliminate the 30 Talisker affordable deed restricted twin homes. Findings C were findings for denial. If the Planning Commission chooses to deny the application, the Staff would like the opportunity to craft Findings C a little differently.

The Staff recommended that the Planning Commission forward a positive recommendation with Findings A to the City Council.

Spencer White, representing the applicant, stated that he went back into the archives and found the comprehensive plan in the Land Management Code that was in effect at the time the pre-annexation settlement agreement was put in place with the original property owners. He noted that the settlement agreement talks about low to medium density residential. In the Code at that time, the low density residential was 3 dwelling units per acre and the medium density residential was 5 to 8 dwelling units per acre. Mr. White submitted a copy of that document for the record.

Mr. White had also compiled a summary of the Park City Heights project from the General Plan as it applies to Highway 40 and 248 southwest. He also submitted a copy of that document for the record.

Mr. White stated that the applicants had met with the School District since the last meeting and he believed they had addressed all of the issues concerns raised at that meeting.

David Smith, representing the applicant, reviewed an aerial map and outlined the history of how the density was determined. He recalled that the initial submittal was made in January 2005. In the Spring of 2006, United Park was asked by the City to consider joining with Boyer Plumb in creating a comprehensive plan submittal for the site. By the time the Task Force was formed in the Fall of 2006, the 200,000 square feet of commercial had been eliminated by Boyer Plumb and the joint submittal at that point was for 352 units. In May 2007, halfway through the Task Force, those units had been reduced to a range between 317 and 335. By the time they emerged from the Task Force process in the Fall of 2007, the density had been further reduced to 275 units. At that point the 28 units from IHC were also included for a total density of 303 units.

Mr. Smith identified the five acre site on the aerial map where the IHC units were originally proposed before they were pushed into the joint application area. That five acre site on the IHC property would now remain open. Mr. Smith believed that the total density of 303 units includes units that should not be in the calculation. He noted that the density calculation also includes the deed restricted, affordable/attainable units. Mr. Smith stated that of the 82 affordable/attainable units, 52 of those units are the balance of the off-site required affordable housing of United Park under the '99 and 2007 development agreement. That leaves a balance of the so called 30 extra. For purposes of this discussion and in an effort towards a positive recommendation, Mr. Smith remarked that the Planning Commission could consider removing the 30 extra units from United Park and reserve that discussion for the City Council in the event the City would want to include those 30 units to address its affordable housing needs.

Commissioner Russack asked if the 52 units would fulfill the remaining requirements for the United Park obligation. Mr. Smith replied that the off-site obligation would be fulfilled with those 52 units. Commissioner Russack asked if the application for Marsac Avenue would be withdrawn. Mr. Smith was not prepared to answer that question without knowing what would be approved on any of these other applications.

Commissioner Peek asked if the 52 units reflect the recent Prospector acquisitions of affordable housing. Mr. Smith answered no.

Commissioner Pettit understood from the amendment to the housing technical report that currently 15.6 AUE's are either completed or under construction. There are another 170.25 AUE's in submitted applications, which include the application related to Park City Heights, and another 35.4 potential AUE's in other locations being explored. Commissioner Pettit understood that United Park is appropriately hedging because they have no idea what will happen or where. She just wanted to understand of how these units fit in the overall picture.

Chair O'Hara opened the public hearing.

There was no comment.

Chair O'Hara closed the public hearing.
Commissioner Russack asked if the City has ever approved an annexation without defining a specific density. City Attorney Mark Harrington remarked that the City has had smaller annexations come in with base zoning designated. It really depends on the annexation. Commissioner Russack thought that most applications would not want an annexation approval without some density associated with it. Commissioner Russack stated that in looking at the benefit to the community, he wanted to know at what point in the process they would define the most appropriate type of affordable housing for the community. Planner Whetstone explained that an official affordable housing plan is required at the time of the master plan development for Planning review and recommendation; but the City Council, acting as the Housing Authority, actually finalizes that plan. At that time, the Housing Authority would also finalize the mix of housing. She outlined the process for determining the appropriate mix.

Commissioner Wintzer stated that the difficulty is trying to establish the benefit. It is easy to establish the benefit of open space; but it is harder to identify the benefit of affordable housing without knowing more specifics about the units in relation to the community need. He wants to make sure this is a benefit since that is why the developer is getting the increased density.

Phyllis Robinson pointed out that the chart in the Staff report is concurrent with Housing Resolution 17-99, which is the housing resolution that would govern this project, with the exception of a few units. Ms. Robinson stated that the Planning Commission should be looking at the requirements for affordable housing within this project and not so much at the benefit. The Housing Resolution sets the parameters at 80% area median income and that varies based on household size and unit size. Ms. Robinson remarked that they do go into more depth at the master planned development stage in terms of density approvals and the specifics of the affordable housing. Regarding the benefit, Ms. Robinson pointed out that the benefit is the units being offered over and above the base requirements.

Mr. Smith stated that when United Park was first approached by the City about the possibility of joining together for a cohesively planned joint development, one of the priorities communicated by the City was to look at affordable and attainable housing that would apply to a range of incomes and pricing. The applicants have consistently affirmed throughout this process that they are willing to take the City's lead in terms of meeting those objectives.

Commissioner Russack asked if the number could still be adjusted if Talisker decides at the MPD stage that they do not want to build 52 units because 10 or 20 units can be built somewhere else. Planner Whetstone stated that it would depend on how the master planned development is approved, but that number could be reduced through an amendment to the MPD.

Mr. Harrington stated that it would also depend on timing, because the MPD for this project could go forth prior to final decisions on the other parcels. He preferred that the Planning Commission focus on what they believe is an appropriate density for the general parameters. They could include a general recommendation to the City Council to address the possibility of units being built somewhere else.

Commissioner Pettit referred to paragraph 10 of the Annexation Agreement that addresses the affordable housing requirement. She noted that subparagraph A talks about the affordable housing requirement for the Park City Heights MPD and states that, “This requirement shall be satisfied by the construction of said units within the Park City Height MPD property.” Subparagraph B references the IHC affordable housing units. Commissioner Pettit thought the language in subparagraphs C and D, suggests “may be satisfied” and “may be allowed to be constructed.” Mr. Harrington replied that the language was drafted that way to provide the Planning Commission with more flexibility. He stated that the intent was also for the Planning Commission to refine that language as part of their recommendation.

Commissioner Pettit noted that the paragraph also states that, “Affordable employee housing shall be provided in a manner consistent with the findings and conditions with the understanding and agreement of the parties.” In the conditions attached to the Staff report, she did not see additional references to any findings that relate to affordable housing. The resolution talks about a housing plan but she could not find any correlation with the MPD section of the Land Management Code in terms of submission of the housing plan. Commissioner Pettit asked if it made sense for the findings to memorialize the requirements and how it relates to the next step moving forward, with regards to how that housing plan will be laid out throughout the process.

Mr. Harrington replied that there is an incorporation by reference of compliance with the resolution that would address the plan process. He noted that findings 7 through 10 incorporate that resolution. If the Planning Commission and City Council move forward, the findings would be updated to reflect the specifics.

Planner Whetstone pointed out that the Task Force findings were also referenced with regard to the specifics.

Commissioner Murphy asked if the School District is aware of the projected deficit. Mr. Hill stated that the School District does not believe there would be an operating deficit because the property tax revenue generated by new development would offset additional operating costs. The deficit would occur if it becomes necessary to build a new elementary school. Mr. Murphy pointed out that the applicant’s fiscal analysis identified a deficit for the School District. Mr. Hill explained that the opinion was based on a conversation with the School District last Monday where they were asked to carefully review the fiscal analysis. The School District is aware of what the fiscal analysis indicates and they disagree.

Commissioner Murphy remarked that the applicant's economist indicated that if there is a deficit, the State would come in and fund it. However, that was not the impression he got when he spoke with someone from the School Board. He asked if Mr. Hill had discussed how a deficit would be dealt with. Mr. Hill answered yes, and explained that there are multiple revenue sources to the School District. He was under the impression that the additional revenue to offset the additional increase in per pupil spending would come from additional property tax revenue and not from the State.

Mr. White stated that the affordable housing fiscal analysis does not include the Empire Pass market rate units. He was willing to adjust the fiscal analysis to include those units. Mr. White explained that the fiscal analysis was prepared to provide a rough estimate of the impacts on the affordable units with just the MPD. If they include the market rate units from Empire Pass, the negative will disappear and the revenue to the School District will be significant. He believes the School District is aware of this fact.

Mr. White noted that the school numbers change from year to year and the School District does a five year projection. One of their concerns is potential future impacts and the possible need to build a new elementary school.

Commissioner Peek recalled a previous comment that if there is a deficit for the School District, taxes would be increased on the Park City Heights project. He wanted to know why taxes would not be increased School District wide? Mr. Hill replied that if for some reason the new growth, including the Empire Pass developments, did not cover the increased operational costs, the School District would have to increase their District wide property tax. However, they do not anticipate that happening.

Commissioner Russack asked if the applicants had considered reducing the density. Mr. White replied that at this point it is not a consideration. He felt Mr. Smith had been clear in the history of where they started and what they are proposing today. With the pre-annexation and settlement agreement, they feel the density has been reduced to a satisfactory number and they are ready to move forward from that point.

Commissioner Murphy asked if the slide shown of the annexation plat included the Byer property. Planner Whetstone replied that the Byer parcel was included. Commissioner Murphy wanted to know if that parcel would be given CT zoning. Planner Whetstone answered yes. Mr. Spencer noted that the Byer's have approximately 12 acres. Mr. Murphy clarified that it is a 12 acre parcel that some day could come in with an MPD and CT zoning.

Mr. White stated that he had done a slope/sensitive lands analysis and that analysis included the Byer's property to give an idea of the potential for development. He indicated the location where they are providing an access through the Park City Heights project to the Byer parcel. The intent was to provide a second access to that property to avoid it from being landlocked.

Commissioner Murphy understood that most of the Byer property is relatively undevelopable, with the exception of the piece that comes off of a cul-de-sac from Park City Heights. Mr. Spencer stated that the applicants have had multiple conversations with the Byers and they had joined the Task Force on their first site visit of the Park City Heights property. At that time the Byers did not want to join the MPD process.

Planner Whetstone clarified that because the density in the MPD is 239 acres, the Byer property sits by itself. It would have the CT zoning but no assigned density.

Commissioner Peek asked if the property could be annexed without the SLO overlay? Planner Whetstone replied that it could. Commissioner Peek pointed out that the Byer portion appears to have 15 to 45 degree slopes on 25% of the property. He wanted to know if the City would be committing that a future MPD would not to have an SLO overlay. Planner Whetstone explained that the CT zone includes language regarding the sensitive lands.

Commissioner Murphy asked if there are any development restrictions on the City parcel. Planner Whetstone believed it was identified as recreation and open space but she did not think it was restricted. Commissioner Murphy asked Planner Whetstone to identify the UDOT parcel and the number of acres. Planner Whetstone clarified that Parcel 4 belongs to UDOT and Parcel 5 is the City property. Mr. White pointed out that Parcel 5 is separate from the land this applicant is proposing to dedicate to the City as open space . Walter Plumb, the applicant, noted that the City can use the dedicated land for whatever purpose they wish and not just open space.

Mr. Harrington remarked that the Task Force findings show that in order for the density bonus, that land would remain open space. He expected the new City parcel would be deed restricted open space.

Mr. White clarified that the 200 foot frontage protection zone only applies to the Park City Heights property. Their plan shows it going further north and further south, but that was done for visual value to help the Planning Commission understand it. They were not implying that it is specific to those properties or those property owners.

Commissioner Murphy referred to Alternative Findings B, finding 8, which talks about the MPD versus the annexation. He felt the findings clearly state that the MPD shall substantially comply with the annexation plat. He asked if the Planning Commission would be de facto approving the configuration the applicant has proposed. Commissioner Murphy stated that he would feel more comfortable if the language was revised to say that the MPD shall substantially comply with the density of the annexation plat.

Mr. Plumb stated that Commissioner Murphy was right because they have not shown the Planning Commission any road grades or cuts on the roads. This was done with the Task Force but not the Planning Commission. He agreed that the road alignments could change.

Planner Whetstone remarked that the language specifically talks about complying with the annexation plat. Commissioner Murphy clarified that it does not include the configuration shown. Planner Whetstone replied that this was correct.

Chair O’Hara pointed out that with five Commissioners present, he would not be voting this evening. He commented on the number of times the Planning Commission has reviewed an application they really liked and wanted to see go forward, but they were unable to forward a positive recommendation because the LMC did not give them the ability to do so. Chair O'Hara asked the Planning Commission to base their findings and their vote on the Land Management Code and the General Plan. When he reads the General Plan, he personally thinks it is clear what Park City is intended to look like now and in the future. When he reads the zoning, he reads that the CT zone is a community transitional zone and not a residential zone. Chair O'Hara stated that if they trump the Land Management Code and the General Plan with affordable housing, they could expect to see 300 units on the farm in the near future.

Chair O'Hara requested that the Planning Commission continue the discussion and reach a point where someone could formulate a motion for a recommendation to the City Council this evening.

Commissioner Pettit stated that she had read the General Plan from cover to cover to get a good feel for the overriding theme of what the General Plan is trying to accomplish in the community. From that, she tried to figure out how this project fits with that theme. Commissioner Pettit believed that the overriding theme throughout the General Plan is protection of open space, maintain Park City's small mountain town character and enhancement of the resort, and the importance of maintaining a viable and healthy tourism economy. She felt that much of the language in various elements of the General Plan speaks to many of the things outlined in the findings for a negative recommendation. Commissioner Pettit stated that based on her review and analysis of the Land Management Code and the annexation criteria, she could not support this application and would be voting for a negative recommendation.

Commissioner Wintzer stated that in reading the General Plan, he agrees with Chair O'Hara that some areas of this proposal do not fit. He also agrees that the CT zone does not fit the residential units as proposed. However, he would not like to see any other zone in that area besides the CT zone. Commissioner Wintzer believed that any application that comes into the City in that location needs to come into the CT zone. He felt that what the applicants are providing in terms of the entry corridor is a bonus. He was not happy with the amount of density on the hillside but felt that issue could be discussed at a later time. Commissioner Wintzer favored the amount of open space being provided. He liked the idea of having affordable housing on a rail trail system and having a bus route. It is the first community affordable housing he has seen that actually fits the location, regardless of whether or not it fits on the site. Commissioner Wintzer still struggled with some of the issues, but he was leaning towards voting in favor of this annexation.

Commissioner Peek stated that he was also torn because the location is excellent for this project based on the sports facility, supplying affordable housing to the IHC facility, and the rail trail. He believes the park and ride with its transit use would be a benefit to this parcel. Commissioner Peek felt the proposal was heavy on density and suggested that some of that density could be trimmed down.

Commissioner Murphy shared many of the comments voiced by his fellow Commissioners. He appreciated how the applicants responded to his list of items in an exemplary fashion.

Commissioner Murphy also appreciated the offer by the applicants to make the roads private. He was struggling with the density and how it conforms with the General Plan; but he sees extensive benefits to the City from a plan that has been well-thought out. Commissioner Murphy stated that he is very favorable towards an affordable housing project at this location and understands that they would not get that without a market project. His biggest issue is the proposed density for the market project. Commissioner Murphy noted that the Planning Commission would not be entertaining this proposal if it were not for the '92 settlement agreement and he wanted to know how much weight that agreement carries in terms of this application. Commissioner Murphy stated that he came in this evening with a clear idea of how he would vote, but now he was 50/50 for and against.
Chair O'Hara stated that he was not a party to the '92 settlement agreement, but during that time he had a conversation with Toby Ross, the City Manager, when they first looked at this annexation when it was the Park City Country Club Estates. Chair O'Hara remarked that Mr. Ross thought it was very important for the City to control everything they could out in the County. Mr. Ross thought the City should annex the Country Club Estates and everything else along Highway 40. Chair O'Hara pointed out that he had disagreed with Mr. Ross based on the General Plan. Chair O'Hara stated that he could see where that '92 agreement came about and he could see what the Planning Commission was required to do. For the amount of time and effort the City has put into this through Task Force and Planning Commission meetings and Staff time, they have kept their end of the bargain to favorably address the annexation. He remarked that nothing in the '92 agreement says that the City will annex, because there is a specific constraint against binding future City Councils and Planning Commissions. Chair O'Hara further stated that nothing in the '92 agreement says that the developer would get maximum density if annexation occurs.

Mr. Harrington remarked that the '92 settlement agreement speaks for itself. He stated that annexation is a political question as well as a land use question. When a government entity looks to decide legislatively to expand its boundaries, it is usually for more reasons and other jurisdictions than just a land use element. He noted that the land use element is a dominant component for Park City, but because the agreement says "favorably consider" it removes some of that political question. Mr. Harrington believes the balance is right because the Planning Commission is favorably considering the annexation in accordance with the Code in effect at the time of this application. He clarified that the '92 agreement gives this application a higher priority from the political question as opposed to the land use element. Mr. Harrington encouraged the Commissioners who were 50% to 60% in favor to be more specific in terms of a favorable density reduction.

Mr. White wanted it clear that the settlement agreement was not just to be annexed into the City. It also went with the water. That water is tied to the settlement agreement and that water was taken by the City and is in use today.

Commissioner Russack stated that from the beginning he has consistently had an issue with the density. He thought Talisker's offer to remove their 30 units was a step in the right direction for overall density reduction. Commissioner Russack believed a reduction in the market rate units would be necessary in order for the Planning Commission to feel comfortable about the density. With reduced density he could see this project fit and he could see clustering and units off the hillside. It would also reduce the visual impacts on the entry corridor. Even with the reduction of the 30 Talisker units, he still believes the density is too high. Commissioner Russack could see good benefits from this project but he did not want to set a precedent by approving something that does not meet with the Land Management Code and the General Plan.

Commissioner Pettit remarked that density is her main issue in terms of compliance with the General Plan. Based on all the comments, she asked if there was a number or a range of numbers that could be incorporated into the annexation that would bring them closer to compliance and make the Commissioners more comfortable. From a low density standpoint, she favored something in the range of 1 per 10 versus the one to one ratio proposed. She agreed that this is an appropriate location for this type of project but they need to determine what the trade off would be.

Chair O'Hara felt they also needed to address the zone itself. Everyone agrees that the CT zone is appropriate for that area, but the application is for residential use. He noted that the first point in the purpose statement for the CT zone is to encourage low density public, quasi-public, or institutional uses as defined in the Land Management Code that relates to community open space, recreation, sports training development, tourism, community health. Chair O'Hara reiterated that this project does none of those. He noted that the purpose statement also says to prohibit highway service, commercial, regional commercial, and limit residential land uses. Whether or not he likes this proposal, he has never seen it fitting the Land Management Code for the General Plan or for the zone.

Planner Whetstone pointed out that further CT zone language states that master planned developments are conditional uses and that single family dwellings are allowed. Duplexes are allowed as a conditional use and multi-family dwellings as approved master planned developments. Residential units cannot exceed one unit per acre. She believes the language intends that if there is to be residential development in the CT zone it needs be low density development and it can have single family, duplexes and multi-family units.

Chair O'Hara did not disagree, but he felt the purpose of the CT zone was to find a way to get the density IHC needed, to get the USSA out there, and to get affordable housing.

Mr. Harrington disagreed with Chair O'Hara and stated that Planner Whetstone was more correct in her interpretation. The City knew there would be a residential component on the south side of this quadrant, therefore, the CT zone did contemplate residential development. However, if the majority of the Planning Commission agrees with Chair O'Hara, one alternative would be to reject the zone recommendation from the subcommittee and recommend another district that has a hard-coded low density. Under State Code conditional uses are permitted if the conditions can be mitigated. Mr. Harrington felt it was an over-characterization to say that the zone was not permitted for predominantly residential use. Mr. Harrington outlined additional options the Planning Commission could consider in working towards a positive recommendation.

Commissioner Murphy recalled an earlier comment regarding a 200,000 square foot reduction in commercial entitlement. He wanted to know where that number came from. Mr. White replied that it was part of the original application submitted in January 2005. That was just Park City Heights and did not include Talisker. It was 200,000 square feet of commercial on the 24 acre parcel next to SR248, as well as 352 market rate residential units on the other property. Planner Whetstone explained that at the time the General Plan identified that area as a residential and commercial receiving zone.

Mr. White wanted it clear that the 239 acres in the MPD always included the 82 deed restricted attainable/affordable units as part of the Talisker obligation. If you include the 52 units as affordable coming from the Empire Pass development agreement and the reduction of the 30 units, that puts the market rate units at 157 units.

Planner Whetstone asked if there was agreement among the Planning Commission to remove the 30 Talisker units. Commissioner Peek remarked that a starting point would be to take the 82 units, remove the 30 attainable Talisker units and the 8 Prospector units, and go from there. That leaves 44 units as a starting point.

In fairness to the applicants, Commissioner Wintzer felt they should also remove the IHC units. The Planning Commission could then decide if it is more important to have the open space at the IHC campus or at Park City Heights. Commissioner Wintzer stated that in his opinion, taking those units off the IHC campus was a visual benefit.

After further discussion regarding density, Spencer White stated that throughout this entire process the applicant has been extremely willing to work with any recommendations given and they are willing to work through the MPD process in moving lots and looking at different configurations. However, through this 3-1/2+ year process and with the settlement agreement, they have gone from a point they believed was allowed by the settlement agreement to a point where the developer is comfortable with those market rate units. In terms of the direction by the City Attorney to reduce the density to a number everyone is comfortable with, Mr. White believes that is something that can be worked on through the MPD process.

Commissioner Peek stated that with the 750 car park and ride, a transit hub, the density, and the rail trail, the City needs to decide if a neighborhood commercial use is an appropriate trade for density.

Commissioner Wintzer felt they should reduce the market rate units rather than the affordable units. He did not believe anyone objected to the density of the affordable housing units. Commissioner Russack thought the density could probably work if the market rate units were reduced by 30 units.

Commissioner Murphy stated that personally he could wrap the General Plan around the affordable housing element, because it is a clear benefit to the resort community. He agreed that any density reduction should come from the market rate units and not the affordable housing element.

The Planning Commission took a five minute recess.

Chair O'Hara reconvened the Planning Commission meeting.

Chair O'Hara noted that the CT zone says "may" allow up to one unit per acre; however the zone does not require the City to grant that density. Therefore, during the MPD process if the applicant meets all the requirements within that zone to get the extra density, that would be the maximum density at the MPD. Chair O'Hara wanted to know if approval of the annexation agreement would vest 303 units and if it would tie their hands at the MPD process.

Jim Carter pointed out that the Planning Commission would not be signing the annexation agreement. He felt it was safe to say that nothing is vested by virtue of a recommendation to the City Council. To the extent that the Planning Commission is able to agree on a recommendation to the City Council that says they are generally comfortable with certain things but there needs to be additional work on reducing market rate units, that might open the door might to discuss commercial, etc. That type of direction clearly avoids pinning down numbers and committing anyone to anything in particular. It would give the City Council a sense of the Planning Commission's point of view and what they think it would take to make the project better.

Chair O'Hara felt the City Council was looking for the Planning Commission to determine that the application complies with the General Plan and conforms to the zone. At that point the City Council writes the annexation agreement and that becomes the law.

Mr. Harrington stated that if the majority of the Commissioners believe this does not comply, they should be crafting a negative recommendation based on Findings C. Otherwise, they should be looking at a recommendation that forwards a positive recommendation on Option B with additional direction for the City Council to consider a reduction in the overall density of the project and specifically consider looking at additional support commercial.

Commissioner Pettit was inclined to forward a positive recommendation with language that would be tied to reduction in density that is consistent with the CT zone and the General Plan elements that guide annexation and development in this particular area. As she reads the purpose statements for the CT zone, there is contemplation of some limited residential development and they need to look to the General Plan to define that. Commissioner Pettit did not believe the one to one relationship fits the concept of the General Plan. However she was unsure what would fit in the range between 1 to 20 and one to one without the benefit of a site plan.

Commissioner Wintzer thought the City Council would want a recommendation from the Planning Commission with specific direction with regards to a density reduction.

Mr. Harrington proposed language for a motion in an effort to bridge the gap and provide more specificity. The motion would forward a recommendation in accordance with Findings B with an affirmative statement to the City Council that the Planning Commission does not find a maximum one to one residential density as consistent with the General Plan for this area. Therefore, the Planning Commission recommends that the City Council further explore a reduction in density in addition to some limited support commercial.

Mr. White asked Mr. Harrington if he meant the MPD application when he made reference to the planning area. Mr. Harrington answered yes. Mr. White pointed out that through the MPD process there may be the ability to change the scope of the master plan to get to a one to one density. Mr. Harrington agreed.

Commissioner Murphy felt it would be difficult to reconcile with Findings B because the density is referenced so often in the document. He suggested that a recommendation as proposed by Mr. Harrington would necessitate a re-write of the findings. Mr. Harrington clarified that the Planning Commission could give a recommendation and add that the findings should be modified accordingly. The intent would be to keep this moving forward and at the same time give the direction that the General Plan and the annexation process contemplates for the City Council to make an informed decision. Mr. Harrington stated that if the Planning Commission continues to get hung up over specifics he encouraged them to provide a general recommendation to keep the process moving forward.

Commissioner Pettit agreed with Commissioner Murphy's earlier comment that it would be difficult to address the density without knowing how the findings are re-written. She believed they could work through it but they need to be clear on exactly what they are recommending to the City Council.

Commissioner Wintzer suggested forwarding a positive recommendation based on Findings B with a percentage of reduction on the market rate units.

Mr. Plumb stated that the reality today is that there is no market. In addition, they have a water tank to build and they need to meet the requirements for traffic improvements. If they are forced into too much of a reduction, the entire project is not feasible. He used their project at the Canyons as an example of how bad the market really is.

Commissioner Wintzer clarified that his suggestion was to move this forward to the City Council with a recommendation. The City Council ultimately makes the final decision and the applicants can make their plea at that level. He was only trying to provide the City Council with some guidance and direction. Commissioner Wintzer agreed that after a certain point it does become infeasible.

Mr. Smith wanted it clear that they do not harbor the illusion that the findings would constitute a vested right.

Setting aside the 22 findings, Mr. Carter asked if there was an action the Planning Commission could take to convey their preferences to the City Council in their own words rather than adopting drafted findings. He agreed that editing those 22 findings tonight would not work.

MOTION: Commissioner Russack moved to forward a POSITIVE recommendation to the City Council for the Park City Heights annexation based on Findings B as outlined in the Staff report with the removal of the 30 Talisker twin homes; and charge the City Council with determining the final density for the market rate units as applicable as defined by the Land Management

Code and the General Plan as it relates to the CT zone.

Commissioner Pettit asked if Commissioner Russack wanted to adopt the findings as currently written.

Commissioner Russack modified his motion to reflect that the findings should be modified accordingly.

Mr. Harrington requested that they wait until the motion was seconded before discussing the motion.
Commissioner Wintzer seconded the motion with further discussion.

Commissioner Pettit amended the motion to be clear to the City Council that the recommendation is to significantly reduce the density to reflect the purpose statements of the CT zone regarding residential development and the General Plan guidelines for this particular area.

Commissioners Russack and Wintzer accepted the amendments to the motion.

Commissioner Murphy clarified that the motion was to forward a positive recommendation with the reduction of the 30 attainable housing units, that there is no expectation with regards to the configuration of the MPD, and that the Planning Commission was giving specific direction to the City Council that the density proposed by the applicant is not appropriate and needs to be reduced in order to comply with the CT zoning and the General Plan. The Commissioners concurred.

VOTE: The motion passed unanimously.

Findings B/Annexation Agreement Points - Park City Heights Annexation

2. Boyer Plumb Park City, L.L.C. (“Park City Heights”) a Utah limited liability company, filed an Annexation Petition on January 28, 2005. An amendment to the petition was filed on February 16, 2005 to complete the annexation petition.

3. The City Council accepted the Annexation Petition on March 10, 2005.

4. The City Council established the Park City Heights Annexation Task Force on May 4, 2006 (Resolution No. 13-06) for purposes of formulating specific recommendations relating to the annexation’s proposed zoning, land uses, affordable housing, transportation, and community economics/fiscal impacts. On May 3, 2007, the City Council extended the terms of the Park City Heights Annexation Task Force (Resolution No. 06-07) to August 3, 2007.

On July 10, 2007, the Task Force forwarded a unanimous positive recommendation to the Planning Commission to zone the annexation area to the Community Transition Zone (CT) District, which includes specific provisions addressing residential master planned developments, open space, density, affordable housing, sensitive lands, trails, public transit facilities, public benefit dedication, and sustainable green building practices.

The Task Force forwarded a unanimous positive recommendation the Planning Commission on the economic impact/fiscal analysis, traffic and transportation impacts and mitigation, and general parameters related to the MPD, Task Force findings (Exhibit E) are included herein.

5. The property subject to the Annexation Petition (The "Annexation Property") is currently undeveloped, consists of 286.64 acres, and is located in unincorporated Summit County at the southwest corner of the State Route 248/Highway 40 interchange.

6. The Annexation Property currently is zoned in Summit County Developable Lands (DL), with a base density of 1 units/20 acres and 1 unit/40 acres (depending on the extent of any environmentally sensitive lands which need to be managed or preserved in compliance with any applicable laws, rules and regulations, including without limitation the City's Sensitive Lands development standards in terms of the location of development with setbacks from streams and wetlands; protecting sensitive areas such as slopes, ridge tops, and entry corridors; and providing a visual analysis to determine impacts. The density determination is not applicable to the CT zone, unless the SLO overlay zoning is applied.

7. The Annexation Property is to be zoned, as shown on the attached Annexation Plat, Community Transition District-Master Planned Development (CT-MPD). The Community Transition Zone (CT) has a base density of 1 units/20 acres. The Community Transition Zone permits density bonuses up to a maximum of 1 units/acres for residential Master Planned Developments provided specific standards are met relating to open space, Frontage Protection Zone (FPZ) setbacks, parking, affordable housing and public land/facilities. The CT zone permits a residential density of p to 3 units per acre provided additional standards are achieved.

8. The land uses proposed on the Annexation Property include a mixed use residential development consisting of 157 market rate units (preliminary proposal includes 81 single family lots ranging in size from 12,000 to 15,000 square feet and 76 single-family cottage lots ranging from 8,000 to 9,500 sf.), 23.55 AUE of affordable housing required for the market rate lots, 44.78 AUE to partially fulfill the housing obligation as outlined in the Intermountain Healthcare/USSA/Burbidge Annexation Agreement, 20 AUE of affordable housing to partially fulfill the Talisker/Empire Pass housing obligation as outlined in the Flagstaff amended and restated Annexation Agreement, and an additional **(0 to 127.25 depending on the Planning Commission recommendation)** AUE as proposed by Talisker on the 20 acre Quinn's Junction parcel identified in the amended and restated Flagstaff Annexation Agreement. Other support uses, as approved by the Planning Commission and consistent with the LMC, during the Master Planned Development review, may be allowed.

9. The MPD shall substantially comply with the Annexation Plat. The proposed total

density for the 239 acre annexation area is 157 units (each lot is one residential unit with maximum house size/building footprint to be determined during the MPD review) and **0 to 82 affordable units (0 to 127.25 AUE) equating to less than 1 unit/acre (the number will depend on the PC recommendation)**.

10. The Petitioner offers and the City accepts donation of 24 acres of the Property, known as Parcel SS-92, for open space and public recreation uses.

11. The property is subject to the Employee/Affordable Housing requirements of the Affordable Housing Guidelines and Standards Resolution 17-99. The base employee/affordable housing requirements for the MPD associated with the 157 market units is 23.55 AUE (20 units). One Affordable Unit Equivalent equals 800 square feet.

12. July 10, 2007, the Park City Heights Annexation Task Force forwarded a unanimous recommendation to the Planning Commission on traffic and transportation mitigation. The Task Force recommendation is based, in part, on traffic impact study provided by Petitioner's traffic consultants, Hales Engineering 9dated June 7, 2007).

The Petition will be responsible for improving and dedicating all necessary access to the property from SR248 and all necessary intersection improvements including a signalized intersection at SR248, when warranted, as described in the June 7, 2007, Hales traffic impact study. Petitioner will be responsible for all coordination and costs associated with providing access to the development site as required in the Subdivision Chapter of the LMC Sections 15-7.2 & 15-7.3, including primary access, a signalized intersection as necessary, all to be determined and agreed as part of the MPD and subdivision approval process.

The City has agreed to consider other potential cost-sharing traffic and transportation mitigation strategies which may include, but are not limited to the development of additional employee/affordable housing linked to the community transit system and physical improvements such as, but not limited to a transit hub, park and ride lot, Rail Trail and other trail improvements, and van/shuttle programs.

13. The Planning Commission held public hearings on the Annexation Agreement on February 27 and March 26, 2008.

14. The City, the Petitioner and any affected parties, shall and hereby acknowledge and agree that the Annexation, the Annexation Agreement and the obligations of the Petitioner (and its successors or assigns) hereunder are subject to reasonable discretion, confirmation, determination and agreement of the parties with respect to the Final MPD and Subdivision Plat; any necessary Development Agreement for each parcel of the Property; Construction Mitigation; Landscaping Plans; Lighting; Related Access, Utilities and Roads, Public amenities and Trails, Affordable Housing and all related provisions of the Land Management Code.

15. Recitals of the Ordinance, annexing the 286.64 acres of property known as Park City Heights, are hereby incorporated herein.

16. The Planning Commission finds that the requested density of one unit per acre is in the range of low density residential development under the Land Management Code and that the annexation complies with the purpose statements of the proposed Community Transition (CT) zone regarding low density development, provided the MPD can comply with the other purpose statements for the CT zone and be in substantial compliance with the General Plan. According to the LMC, areas zoned in the Estate District are designated very low density, environmentally sensitive residential and this zone allows for a maximum density of one unit per 3 acres. According to the General Plan, areas zoned Residential Development (RD) and Single Family (SF) are designated as low density residential and these zones allow 3 to 5 units per acre. The LMC also provides that medium density residential development is in the range of 5 to 8 units per acre.

17. The Planning Commission finds that the requested land uses of a mix of single family residential and affordable multi-family units (townhouses to stacked flats) are consistent with the purpose statement of the CT zone in that they are clustered development preserving the natural setting and scenic entry corridor by providing significant open space and landscape buffers between the development and highway corridor. The General Plan identifies this area as a low density residential receiving zone that allows for clustered development.

18. The Planning Commission finds that while 239 units on the 239 acre MPD site is consistent with the maximum allowable density for the CT zone for residential Master Planned Developments that meet certain standards, reduction in the allowable maximum density during the MPD process may be appropriate to meet the purpose statements of the CT zone and the General Plan. The specific site plan and layout of the MPD is not approved with the annexation and there is no entitlement to the maximum density allowable for the CT zone.

19. The Planning Commission finds that the proposed annexation complies with the General Plan regarding the establishment of an open space buffer around park City’s expanded boundaries to encompass the natural and visual basin that defines the community in that open space is provided to the north, south, and west of the propose MPD. The proposed development is clustered on the site and is setback from entry corridors by 250' to 1,300', with proposed enhancements to the community trail system and open space.

20. The Commission finds that with a reduction in the proposed density, the pattern, location, and appearance of the development would not intrude on the visual quality of Park City and surrounding areas and that further visual analysis of the site plan shall be conducted prior to approval of the MPD. During the MPD process, the Planning Commission may recommend appropriate reductions in density in order to mitigate the visual impacts of the MPD.

21. The Planning Commission finds that with a reduction in density, the proposed annexation does maintain the mountain resort character and does preserve and

enhance the open space, community facilities, visually important view corridors and resort character of Park City. Specific design characteristics of the site plan and MPD will be required prior to MPD approval to meet the criteria that the development is not a typical suburban subdivision.

22. Section 2.10.5 of the Flagstaff Amended and Restated Development Agreement states that affordable housing at Quinn's Junction is subject to Planning Commission recommendation and is not vested by the Development Agreement. The Planning Commission recommends that in evaluating density reductions to the MPD, alternatives to development of the Talisker/Empire Pass housing obligation at Quinn's Junction be considered or further explored, including 1) the donation of the 20- acre Quinn's Junction property to the City, 2) building the units on an alternative parcel, or 3) payment of a fee in lieu.

23. The Planning Commission finds that the annexation complies with the Quinn's Junction Joint Planning Principles in that the proposal results in significant public benefits due to the inclusion of a significant amount of affordable housing in a residential community with a range of housing types. The affordable housing relates to Park City's recreation and tourism industry.

The Park City Planning Commission meeting adjourned at 9:00 p.m.

Approved by Planning Commission___________________________________