



PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
February 27, 2020

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regular City Council meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 for the purposes and at the times as described below on Thursday, February 27, 2020.

CLOSED SESSION - 2:30 p.m.

To Discuss Property, Personnel, and Litigation

WORK SESSION

3:45 p.m. - Flagstaff Mountain Resort Historic Preservation and Memorandum of Agreement Updates

[Flagstaff Historic Preservation and Memorandum of Agreement Staff Report](#)

[Exhibit A: SWCA 2019 Historic Preservation Plan Update](#)

[Exhibit B: Amended Draft Memorandum of Agreement \(between EPMOA and PCMC\)](#)

4:15 p.m. - Discuss Kimball Art Center Request to Amend Arts Festival Contract Terms

[Kimball Art Center Request Staff Report](#)

[Exhibit A: Kimball Proposal Site Map and Letter of Permission from Summit Watch](#)

[Exhibit B: City Analysis of KAC Proposed Changes for Arts Festival](#)

5:00 p.m. - Discuss Updates to the Special Service Contract Process

[Special Service Contracts Staff Report FY21](#)

[Exhibit A: Current Special Service Contract Policy](#)

[Exhibit B: Special Service Contracts RFP FY20 Round One](#)

[Exhibit C: Special Service Contracts RFP FY20 Round Two](#)

5:45 p.m. - Break

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. RAP Tax Grant Allocation and Award
[RAP Tax Staff Report](#)
2. City Website Remodel 2020
[City Website Remodel 2020 Staff Report](#)
[Exhibit A: Website 2020 End of Year Report](#)

III. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

IV. CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from January 16, 21, and 30, 2020 and February 6, 2020

[January 16, 2020 Minutes](#)

[January 21, 2020 Minutes](#)

[January 30, 2020 Minutes](#)

[February 6, 2020 Minutes](#)

V. CONSENT AGENDA

1. Request to Authorize the City Manager to Execute the First Addendum to the Design Professional Services Agreement, in a Form Approved by the City Attorney, with Van Boerum & Frank Associates, Inc. (VBFA), for the 3Kings Water Treatment Plant (3KWTP) Energy Modeling Engineering Services in an Amount Not to Exceed \$70,650.00
[3KWTP Energy Modeling Engineering Services First Addendum Staff Report](#)
[Exhibit A: Summary of Approved Council Contracts and Anticipated Contracts](#)
2. Request to Authorize the City Manager to Enter into an Agreement with Cities Digital, Inc. (CDI) for Laserfiche Records Management Solution in an Amount Not to Exceed \$186,360.70, in a Form Approved by the City Attorney
[Records Management Staff Report](#)
[Exhibit A: CDI Records Management RFP Response](#)
[Exhibit B: Records Management Draft Service Agreement](#)

VI. NEW BUSINESS

1. Consideration to Approve Resolution 02-2020, a Resolution Proclaiming March, 2020, as Dental Health Month in Park City
(A) Public Input (B) Action
[Dental Health Month Staff Report](#)
[Exhibit A: Dental Health Month Resolution](#)
2. Consideration to Approve Ordinance No. 2020-13, an Ordinance Approving the 182 & 184 Daly Avenue Plat Amendment, Located at 182 and 184 Daly Avenue, Park City, Utah
(A) Public Hearing (B) Action
[182 & 184 Daly Avenue Plat Amendment Staff Report](#)
[Exhibit A: Ordinance](#)

[Exhibit B: Survey](#)
[Exhibit C: Aerial Photographs and Site Photographs](#)
[Exhibit D: Applicant's Project Description](#)
[Exhibit E: Approved HDDR and CUP Duplex Plans](#)
[Exhibit F: Updated Plans for Party Wall, dated February 10, 2020](#)
[Exhibit G: Duplex Dwelling CUP Final Action Letter](#)
[Exhibit H: Steep Slope CUP Final Action Letter](#)
[Exhibit I: HDDR Final Action Letter](#)

3. Consideration to Approve Ordinance 2020-14, an Ordinance Amending the Land Management Code of Park City, Amending Chapter 15-11 Historic Preservation
(A) Public Hearing (B) Action
[Historic Preservation Amendments Staff Report](#)
[Exhibit A: Draft Ordinance](#)
[Exhibit B: Current Material Deconstruction Review Checklist](#)
4. Request to Approve the Disposition of City Property Located at 1333 Park Avenue, 1343 Park Avenue, and 1350 Woodside Avenue, and Authorize the City Manager to Enter into Sales Contracts with Qualified Buyers
(A) Public Hearing (B) Action
[Woodside Park Phase I Staff Report](#)
[Exhibit A: Woodside Park Phase I REPC](#)
5. 2020 Legislative Update

VII. ADJOURNMENT

VIII. PARK CITY HOUSING AUTHORITY MEETING

I. ROLL CALL

II. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

III. NEW BUSINESS

1. Consideration to Approve the Intermountain Healthcare Fourth Amendment to the Housing Mitigation Plan for Partial Fulfillment of Housing Obligations
(A) Public Input (B) Action
[IHC Housing Mitigation Plan Fourth Amendment Staff Report](#)
[Exhibit A: IHC Proposal to Amend Housing Mitigation Plan](#)
[Exhibit B: IHC HMP Draft Action Letter](#)
[Exhibit C: April 2019 IHC Housing Mitigation Plan Action Letter](#)
[Exhibit D: April 2019 Physicians' Holdings Housing Mitigation Plan Action Letter](#)

IV. ADJOURNMENT

IX. PARK CITY REDEVELOPMENT AGENCY MEETING

I. ROLL CALL

II. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

III. NEW BUSINESS

1. Consideration to Approve the Disposition of City Property Located at 1333 Park Avenue, 1343 Park Avenue, and 1350 Woodside Avenue, and Authorize the City Manager to Enter into Sales Contracts with Qualified Buyers
(A) Public Hearing (B) Action
[Woodside Park Phase I Staff Report](#)
[Exhibit A: Woodside Park Phase I REPC](#)

IV. ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4:00 p.m. to 9:00 p.m. Posted: See: www.parkcity.org

***Parking validations will be provided for Council meeting attendees that park in the China Bridge parking structure.**

Council Agenda Item Report

Meeting Date: February 27, 2020

Submitted by: Hannah Tyler

Submitting Department: Planning

Item Type: Work Session

Agenda Section:

Subject:

3:45 p.m. - Flagstaff Mountain Resort Historic Preservation and Memorandum of Agreement Updates

Suggested Action:

Attachments:

[Flagstaff Historic Preservation and Memorandum of Agreement Staff Report](#)

[Exhibit A: SWCA 2019 Historic Preservation Plan Update](#)

[Exhibit B: Amended Draft Memorandum of Agreement \(between EPMOA and PCMC\)](#)

City Council Staff Report



PLANNING DEPARTMENT

Subject: Flagstaff Mountain Resort Historic Preservation and Memorandum of Agreement Updates
Author: Hannah M. Tyler, AICP – Senior Planner
Date: February 27, 2020
Type of Item: Work Session

Summary Request and Discussion Topics

Staff will provide an update on the following:

1. Progress Update for the Judge Mining and Smelting Roof Repair
2. Relevant Real Estate Transactions within Flagstaff Development Agreement Boundary
3. Historic District Grant Program Mine Site Eligibility

Staff worked with Mayor Beerman to double the contributions from the Association and match contributions to date, and annually with an amendment to the Open Space/Transit fee disbursements. Staff requests City Council review and provide feedback on the following:

4. Amended Memorandum of Agreement (MOA)
5. Site-Specific Priority List for Expenditures

Acronyms in This Report:

EPMOA	Empire Pass Master Owners Association	JSSD	Jordanelle Special Service District
HDGP	Historic District Grant Program	MOA	Memorandum of Agreement
HPB	Historic Preservation Board	PCMC	Park City Municipal Corporation
HPP	Historic Preservation Plan		

Executive Summary and Background

In August of 2019, the Empire Pass Master Owners Association (EPMOA) retained SWCA Environmental Consultants to conduct a Historic Preservation Plan (HPP) Update for Flagstaff Mountain Resort. The objective of the 2019 HPP Update was to assess the condition and compliance for 19 of the 21 resources originally identified in the 2001 HPP, which was adopted as a part of the Development Agreement Technical Reports (or exhibits) by Planning Commission in December 2001. This was one of the requirements of the Memorandum of Agreement (MOA) between EPMOA, Storied Development and REDUS Properties, developed in January and February 2019.

On November 7, 2019, City Council conducted a Study Session to discuss the following policy questions ([Staff Report](#) and [Minutes, page 4](#)):

- Prioritizing expenditures on compliance items within the 2001 Flagstaff Mountain Resort Historic Preservation Plan (19 of 21 resources - see below) and confirm site-specific prioritization and prescribed treatment options.
- Proactively work with responsible parties for the necessary treatments and actions to achieve compliance with the 2001 Flagstaff Mountain Resort Historic Preservation Plan.
- Determine if City Council wishes to create additional funding mechanisms to assist in historic preservation efforts, such as:
 - o General Fund, Repurpose Real Estate Transfer Fee, Grant Funding

To summarize, City Council gave direction and feedback on the following:

- City Council identified and agreed on what the outstanding work requirements are, and what work was not completed that was required in 2001;
- City Staff was to proactively work with the EPMOA to finalize the MOA so staff could create a work plan to move forward and also create the prioritization list;
- City Staff was to bring forward additional/potential funding mechanisms to assist in the Historic Preservation of structures that were part of the 2001 obligation or anything beyond what was required in 2001.

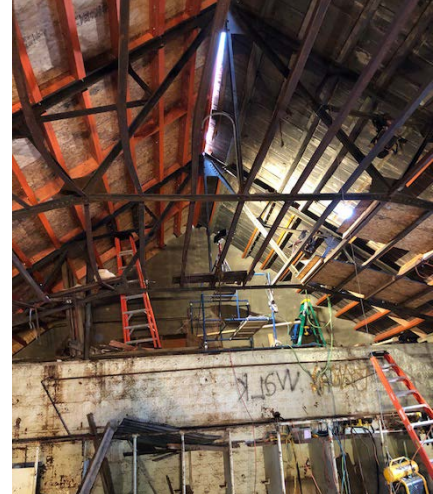
Progress Updates and Discussion Topics:

Since the November 7, 2019, Study Session, City Staff has worked on the following to address City Council's feedback and direction:

1. Work is in progress on the Judge Mining and Smelting Building roof repair.

At the November 7, 2019, Study Session, City Staff and Council stressed the importance of immediate action for the compromised roof structure of the Judge Mining and Smelting Building. The EPMOA was able to obtain permission to access the building and have made excellent progress. Staff has included a series of before and after photographs to detail the amount of work that the EPMOA's contractor and construction team has accomplished. While more work will need to be completed on the building in its entirety, staff is pleased with the progress thus far, and interior stabilization work will be completed before April. The exterior roof finishes will be completed after the snow has melted.

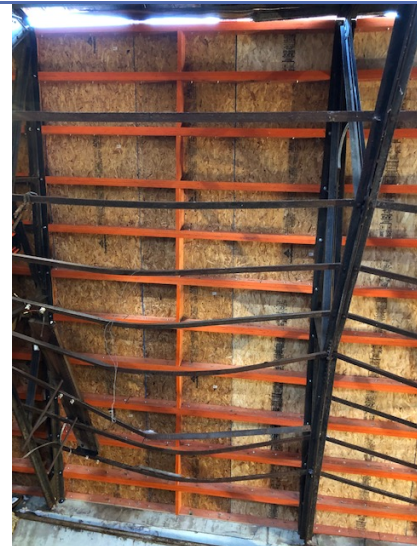




Interior of the Building – looking at interior roof structure and framing



Interior of the Building – looking at interior roof structure and framing



Interior of the Building – looking at interior roof structure and framing

2. City Staff is aware of real estate transactions within the Flagstaff Development Agreement Boundary in progress for properties containing Historic Structures listed in Technical Report #6 of the Flagstaff Mountain Resort Development Agreement.

Deer Valley Resort is under contract for the Jordanelle Special Service District (JSSD) parcel, which contains the Daly West Headframe. This real estate transaction will enable the prioritization of necessary work for the resources located on this parcel and adjacent parcel (already held by Deer Valley Resort). The City will continue to follow this real estate transaction and work on prioritization and the necessary agreements with other parties after closing. The exhibit to the MOA has been modified to reflect project eligibility.

3. City Staff has proposed amendments to the Historic District Grant Program (HDGP) with the Historic Preservation Board (HPB) and City Council. Mine Sites will be eligible for Grant Funds moving forward.

The City Council Study Session on January 30, 2020, ([Staff Report](#) and [Audio](#)) reviewed proposed amendments to the Historic District Grant Program (HDGP). On February 5, 2020, ([Staff Report](#) page 27 and [Audio](#)), the HPB reviewed the proposed HDGP amendments and made a unanimous recommendation with additional proposed amendments to the application documents. The City Council will consider adoption on March 4, 2020. Mine Sites will be eligible for Grant Funds.

4. City Staff has worked with the EPMOA to draft additional amendments to the funding and specific language of the MOA.

City Council directed staff to identify additional funding amounts or mechanisms for the MOA. In addition to the Grant Funding identified in item #3 above, the City has worked with the EPMOA to increase funding levels over the next 20 years with a two (2) tiered approach. The following table identifies the new contributions amounts and timelines.

Updated (February 2020) Memorandum of Agreement Funding Sources and Recurrence				
Source	Beneficiary	Amount	Reason	Recurrence
EPMOA	Park City Museum	\$65,000	Reimbursement for preservation treatments on the Little Bell Ore Bin.	One-Time Payment
Storied Development	Historic Preservation Fund (in escrow)	\$40,000	Initial priority of reimbursing costs incurred by the EPMOA in stabilizing the roof structure of the Judge Mining and Smelting Office.	One-Time Payment
REDUS	Historic Preservation Fund (in escrow)	\$40,000	Initial priority of reimbursing costs incurred by the EPMOA in stabilizing the roof structure of the Judge Mining and Smelting Office.	One-Time Payment
Lot 2 Empire Pass North LLC	Historic Preservation Fund (in escrow)	\$20,000	Initial priority of reimbursing costs incurred by the EPMOA in stabilizing the roof structure of the Judge Mining and Smelting Office.	One-Time Payment
Sommet Blanc Residences 1 LLC	Historic Preservation Fund (in escrow)	\$20,000	Initial priority of reimbursing costs incurred by the EPMOA in stabilizing the roof structure of the Judge Mining and Smelting Office.	One-Time Payment
PCMC	Historic Preservation Fund (in escrow)	\$120,000	Initial priority of reimbursing costs incurred by the EPMOA in stabilizing the Judge Mining and Smelting	One-Time Disbursement of Open Space/Transit

			Office.	Fee prior to City payment
Tier 1: PCMC (Open Space/Transit Management Fee)	Historic Preservation Fund (in escrow)	\$40,000	To complete maintenance work consistent with the 2001 HPP and MOA (Technical Report #6) obligations.	Annually for years 1-10 from execution of the MOA
Tier 1: EPMOA	Historic Preservation Fund (in escrow)"	\$40,000	To complete maintenance work consistent with the 2001 HPP and MOA (Technical Report #6) obligations.	Annually for years 1-10 from execution of the MOA
Tier 2: PCMC (Open Space/Transit Management Fee)	Historic Preservation Fund (in escrow)	\$15,000	To complete maintenance work consistent with the 2001 HPP and MOA (Technical Report #6) obligations.	Annually for years 11-20 from execution of the MOA
Tier 2: EPMOA	Historic Preservation Fund (in escrow)	\$15,000	To complete maintenance work consistent with the 2001 HPP and MOA (Technical Report #6) obligations.	Annually for years 11-20 from execution of the MOA

In total, the proposed MOA will formalize the following investment in Historic Preservation, in addition to Deer Valley's acquisition cost of Daly West:

EPMOA: \$735,000
PCMC: \$670,000
Total: \$1,405,000 over a 20-year period

The previous draft MOA had committed \$545,000 to Historic Preservation over a 10-year period. Staff has included the previously proposed funding matrix below.

Previous (November 2019) Memorandum of Agreement Funding Sources and Recurrence				
Source	Beneficiary	Amount	Reason	Recurrence
EPMOA	Park City Museum	\$65,000	Reimbursement for preservation treatments on the Little Bell Ore Bin.	One-Time Payment
Storied Development	PCMC (in escrow)	\$40,000	To be held in escrow for costs incurred by the EPMOA in stabilizing the roof structure of the Judge Mining and Smelting Office	One-Time Payment
REDUS	PCMC (in escrow)	\$40,000	To be held in escrow for costs incurred by the EPMOA in stabilizing the roof structure of the Judge Mining and Smelting Office	One-Time Payment
PCMC (Open Space/Transit Management Fee)	"Maintenance Fund"	\$20,000	To complete maintenance work consistent with the 2001 HPP (Technical Report #6) obligations.	Annually for 10 years from execution of the MOA
EPMOA	"Maintenance Fund"	\$20,000	To complete maintenance work consistent with the 2001 HPP (Technical Report #6) obligations.	Annually for 10 years from execution of the MOA

5. City Staff analyzed outstanding work and created a prioritized list based on Resource Type.

The 2019 HPP Update conducted by SWCA assessed 19 of the 21 resources included in the 2001 HPP (Technical Report #6). These resources are often referred to as "mine sites" which is a term that is used generally and refers to different types of resources that could include any of the following or a combination thereof:

- Waste Dumps
- Shafts
- Buildings
- Structures

Not all resources identified contain buildings or structures that required structural treatments under the 2001 HPP. In fact, a majority of the resources are Waste Dumps that called for revegetation and interpretive signs. With Staff input, City Council reviewed the 2019 HPP Update and made the conclusions with respect to compliance with the 2001 Technical Report #6: HPP for all 19 resources. Of the 19 resources, only five (5) complied with all treatment recommendations from Technical Report #6 according to the 2019 HPP Update. The Compliance Summary Chart can be found on pages 4-5 of the November 7, 2019, Study Session Staff Report.

Based on City Council review of the 2019 HPP Update and input regarding structures not obligated under the 2001 HPP, staff has created the following DRAFT prioritization list for the outstanding work. This list includes resources located within the EPMOA boundary and additional sites that staff recommends prioritizing after compliance with the initial 19 sites has been achieved. Details regarding the required and recommended work for each of the sites/resources identified in the priority list can be found in the November 7, 2019, Study Session Staff Report (Exhibit C).

DRAFT Priority List of Resources Based on 2001 Treatment Recommendations and 2019 Additional Work Recommendations					
= NOT COMPLETE N/A = NOT APPLICABLE ✓ = COMPLETE = ADDITIONAL RECOMMENDED WORK					
Priority Order (unless otherwise noted)	NAME	RESOURCE TYPE	SIGN	REVEGETATION (% COMPLETE)	BUILDING/ STRUCTURAL
1st Priority: Buildings, Structures, and related Site Improvements					
1	Judge Mining and Smelting Company Office	Building	✓	N/A	
	Anchor (Daly-Judge) Drain Tunnel	Structure		N/A	N/A
2	Little Bell Mine Ore Bin	Structure	✓	N/A	
3	Daly-West Mine Headframe, Shaft, and Hoist	Structures (2) and Shaft		N/A	
	Daly-West Mine Fire Hydrant Shacks	Structures (3)		N/A	
	Daly-West Mine Waste Dump	Waste Dump		 (50%)	N/A
4	White Pine Mine Waste Dumps	Waste Dump (2)		 (0-40%)	
2nd Priority: Sites with Revegetation and Signs – Priority Order To Be Determined (TBD) by EPMOA					
TBD	Diamond-Nemrod Mine Waste Dumps	Waste Dump (2)		 (30-50%)	N/A
TBD	Daly Mine No.1 Waste Dump	Waste Dump		✓	N/A
TBD	Daly Mine No.2 Shaft	Shaft		N/A	N/A
TBD	Ontario Mine Shaft No.3	Shaft		 (70%)	N/A

TBD	American Flag Mine Waste Dump	Waste Dump	✓	 (50%)	N/A
TBD	Flagstaff Mine Waste Dump	Waste Dump		 (% not determined)	N/A
TBD	Naildriver Mine Waste Dump	Waste Dump		 (% not determined)	N/A
3rd Priority: Resources Located Outside of the EPMOA Boundary					
1	Ontario Mine Water Tank	Structure		N/A	
2	Alliance Drain Tunnel Site – Wooden House	Building		N/A	
	Alliance Drain Tunnel Site – Pump House	Building		N/A	
	Alliance Drain Tunnel Site – Steel Building	Building		N/A	
3	Explosives Bunker	Structure		N/A	
4	Judge Aerial Tram Towers	Structure(s)		N/A	
	Judge Aerial Loading Station	Structure		N/A	

Exhibits:

- Exhibit A: SWCA 2019 Historic Preservation Plan Update
- Exhibit B: Amended Draft Memorandum of Agreement (between EPMOA and PCMC)
- Exhibit C: [November 7, 2019 City Council Study Session Staff Report](#)
(November 7, 2019 Exhibits linked below)
- Exhibit A: [SWCA 2019 Historic Preservation Plan Update](#)
- Exhibit B: [Memorandum of Agreement \(2019 between EPMOA and PCMC\)](#)
- Exhibit C: [Public Comment](#)
- Exhibit D: [Technical Report #5: Open Space Management Plan](#)
- Exhibit E: [Technical Report #6: Historic Preservation Plan](#)
- Exhibit F: [Park City Museum Priority List and Approximate Costs](#)
- Exhibit G: [Judge Mining and Smelting Office Building Engineer's Submittal](#)
- Exhibit H: [Cost Estimates Submitted by EPMOA](#)

The logo for the Summit Watershed Council of America (SWCA) is positioned vertically on the left side of the page. It consists of the letters 'S', 'W', 'C', and 'A' in a large, stylized, light blue font, stacked one above the other.

Historic Preservation Plan Update for Flagstaff Mountain Resort in Park City, Summit County, Utah

OCTOBER 2019

PREPARED FOR

Empire Pass Master Owners Association

PREPARED BY

SWCA Environmental Consultants

HISTORIC PRESERVATION PLAN UPDATE FOR FLAGSTAFF MOUNTAIN RESORT IN PARK CITY, SUMMIT COUNTY, UTAH

Prepared for

Empire Pass Master Owners Association

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Kamas, Utah 84036
Attn: Douglas Ogilvy

Prepared by

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SWCA Project No. 57171

SWCA Cultural Resources Report No. 19-632

October 2019

EXECUTIVE SUMMARY

Flagstaff Mountain Resort consists of approximately 1,750 acres of private land in Park City, Summit County, Utah. The original Flagstaff Mountain Resort developers included United Park City Mines Company and certain other private property owners. A Development Agreement was negotiated between the developers and Park City Municipal Corporation (PCMC) as a prerequisite to Park City's annexation of the Flagstaff Mountain Resort property, which took place on June 24, 1999; as part of this a Historic Preservation Plan (HPP) was commissioned by United Park City Mines Company and completed in 2000.

The 2000 HPP identified historic mining-related resources within the Flagstaff Mountain Annexation Boundary and provided information that was intended to help the resort developers and PCMC make informed decisions regarding possible treatment plans for these properties. The 2000 HPP provided the following key information:

- A historic context for the area
- An inventory of historic resources largely within the Flagstaff Mountain Annexation Boundary, including descriptions, historic functions, condition assessments and suggested mitigation work, and interpretation recommendations
- General information about developing treatment plans
- A treatment plan for Flagstaff Mountain properties

The HPP identified and described 32 historic mining resources; from these, 21 resources were selected as "important sites" or resources (Table ES1) (Bowes et al. 2000). A summary of the HPP was prepared in May 2001 and revised and approved in December 2001 by PCMC (SWCA Environmental Consultants [SWCA] 2001). Exhibit 6 of the HPP Summary included a chart that synthesized information from the 2000 HPP and provided more detailed work recommendations. Fulfillment of these work recommendations formed part of the Development Agreement between Flagstaff Mountain Partners (the original developers) and PCMC. The chart has served as a treatment plan in the ensuing years and has guided preservation efforts by Flagstaff Mountain Partners and its successors.

The maintenance and ongoing protection of many of the historic mining resources have become the responsibility of the Empire Pass Master Owners Association (EPMOA), which has replaced Flagstaff Mountain Partners in management of much of the land encompassed by the 2000 HPP. The EPMOA sought to update the 2000 HPP and assess progress in preserving the important resources identified in the HPP that are also subject to the Flagstaff Development Agreement between the EPMOA and PCMC. The EPMOA retained SWCA to document and assess the condition of the resources, including to assess whether treatment recommendations listed in the 2001 HPP Summary had been met (see Table ES1). Of the 21 original important resources, 17 were surveyed by SWCA and two (which were partially located on land owned by the EPMOA) were reported on by the EPMOA. The remaining two resources are not on land owned by the EPMOA, are not subject to the Flagstaff Development Agreement, and were not included.

The condition of the 19 resources assessed in 2019 varied widely. Some were in good condition, while others, such as the Judge Mining and Smelting Company Office and the Little Bell Mine Ore Bin, exhibited significant deterioration conditions. For 14 of the 19 resources, the 2001 HPP Summary recommendations have not been fully satisfied (see Table ES1).

Table ES1. Summary of Important Historic Mining-Related Resources Identified in the 2000 HPP, 2019 Survey Status, and 2001 HPP Summary Treatment Recommendation Status

Important Sites Identified in 2000 HPP	Surveyed for 2019 HPP Update	2001 HPP Summary Work Recommendations Fully Met?
Judge Mining and Smelting Company Office	Yes	No
Anchor (Daly-Judge) Drain Tunnel	Yes	No
American Flag Mine Waste Dump	Yes	No
Ontario Mine Shaft No. 3	Yes	No
Daly Mine No. 1 Waste Dump	Yes	No
Daly Mine No. 2 Shaft	Yes	No
Daly-West Mine Headframe, Shaft, and Hoist	Yes	No
Daly-West Mine Fire Hydrant Shacks	Yes	No
Daly-West Mine Waste Dump	Yes	No
Diamond-Nemrod Mine Waste Dumps	Yes	No
Anchor Mine Waste Dump	Yes	Yes
Quincy Mine Hoist Plant	Yes	Yes
Quincy Mine Shaft and Waste Dump	Yes	Yes
Little Bell Mine Ore Bin	Yes	No
Little Bell Mine Waste Dump	Yes	Yes
White Pine Mine Log Structure	Yes	Yes
White Pine Mine Waste Dumps	Yes	No
Flagstaff Mine Waste Dumps	No (only a small part of dump is on land owned by the EPMOA and subject to Flagstaff Development Agreement)	No
Naildriver Mine Waste Dump	No (mine and most of dump not on land owned by the EPMOA; only a small area subject to Flagstaff Development Agreement)	No
Flagstaff Mine Shaft	No (not on land owned by the EPMOA; not subject to Flagstaff Development Agreement)	N/A
Explosives Bunker	No (not on land owned by the EPMOA; not subject to Flagstaff Development Agreement)	N/A

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INTRODUCTION

Background

Flagstaff Mountain Resort consists of approximately 1,750 acres of private land in Park City, Summit County, Utah. The original Flagstaff Mountain Resort developers included United Park City Mines Company and certain other private property owners. A Development Agreement was negotiated between the developers and Park City Municipal Corporation (PCMC) as a prerequisite to Park City's annexation of the Flagstaff Mountain Resort property, which took place on June 24, 1999.

A Historic Preservation Plan (HPP) was commissioned by United Park City Mines Company to satisfy PCMC's requirements for the documentation and protection of historic mining-related resources on the property, as described in the Development Agreement. There were no federal or state requirements for the HPP, which was completed in 2000 (Bowes et al. 2000).

The 2000 HPP identified historic mining-related resources within the Flagstaff Mountain Annexation Boundary and provided information that was intended to help the resort developers and PCMC make informed decisions regarding possible treatment plans for these properties. The 2000 HPP provided the following key information:

- A historic context for the area
- An inventory of historic resources largely within the Flagstaff Mountain Annexation Boundary, including descriptions, historic functions, condition assessments and suggested mitigation work, and interpretation recommendations
- General information about developing treatment plans
- A treatment plan for Flagstaff Mountain properties

The HPP identified and described 32 historic mining resources; from these, 21 resources were selected as "important sites" or resources (Table 1) (Bowes et al. 2000). A summary of the HPP was prepared in May 2001 and revised and approved in December 2001 by PCMC (SWCA Environmental Consultants [SWCA] 2001) (Appendix A). Exhibit 6 of the HPP Summary included a chart that synthesized information from the 2000 HPP and provided more detailed work recommendations. Fulfillment of these work recommendations formed part of the Development Agreement between Flagstaff Mountain Partners (the original developers) and PCMC. The chart has served as a treatment plan in the ensuing years and has guided preservation efforts by Flagstaff Mountain Partners and its successors (see Table 1).

Table 1. Summary of Important Historic Mining-Related Resources Identified in the 2000 HPP and 2019 Survey Status

Important Sites Identified in 2000 HPP	Surveyed for 2019 HPP Update
Judge Mining and Smelting Company Office	Yes
Anchor (Daly-Judge) Drain Tunnel	Yes
American Flag Mine Waste Dump	Yes
Ontario Mine Shaft No. 3	Yes
Daly Mine No. 1 Waste Dump	Yes
Daly Mine No. 2 Shaft	Yes
Daly-West Mine Headframe, Shaft, and Hoist	Yes
Daly-West Mine Fire Hydrant Shacks	Yes
Daly-West Mine Waste Dump	Yes
Diamond-Nemrod Mine Waste Dumps	Yes

Important Sites Identified in 2000 HPP	Surveyed for 2019 HPP Update
Anchor Mine Waste Dump	Yes
Quincy Mine Hoist Plant	Yes
Quincy Mine Shaft and Waste Dump	Yes
Little Bell Mine Ore Bin	Yes
Little Bell Mine Waste Dump	Yes
White Pine Mine Log Structure	Yes
White Pine Mine Waste Dumps	Yes
Flagstaff Mine Waste Dumps	No (most of dump on Extell land [formerly Mayflower] not owned by EPMOA; small remaining area subject to Flagstaff Development Agreement reported on by EPMOA)
Naildriver Mine Waste Dump	No (mine and most of dump on Naildriver Mining Company land not owned by EPMOA; small remaining area subject to Flagstaff Development Agreement reported on by EPMOA)
Flagstaff Mine Shaft	No (resource on Extell land [formerly Mayflower]; not subject to Flagstaff Development Agreement)
Explosives Bunker	No (resource on LEC Properties land; not subject to Flagstaff Development Agreement)

Objectives

The maintenance and ongoing protection of many of the historic mining resources identified in the 2000 HPP have become the responsibility of the Empire Pass Master Owners Association (EPMOA), which has replaced Flagstaff Mountain Partners in management of most of the land encompassed by the 2000 HPP. The EPMOA sought to update the 2000 HPP and assess progress in preserving the important resources identified in the HPP that are also subject to the Flagstaff Development Agreement between the EPMOA and PCMC.

Of the 21 resources originally identified in the HPP, 17 are fully on land currently owned by the EPMOA and are included in this HPP Update (Figure 1; see Table 1). Two resources (Flagstaff Mine Waste Dumps and Naildriver Mine Waste Dump) are partly on land owned by the EPMOA and are subject to the Development Agreement. Per initial direction from EPMOA, these sites were not included in the field survey. Subsequent ownership review determined that the Flagstaff Mine Waste Dumps are partially located on land owned by the EPMOA and partially on land owned by Extell. The Naildriver Mine Waste Dump is partially on land owned by EPMOA and partially on land owned by the Naildriver Mining Company. Both sites were included in the condition assessment using data provided by EPMOA.

Additionally, two resources (Flagstaff Mine Shaft and Explosives Bunker) are not located on land owned by the EPMOA and are not subject to the Development Agreement; these resources were not included in the survey. The Flagstaff Mine Shaft is on land owned by Extell. During the project, the question was raised about whether the Empire Canyon Explosives Bunker should be included on the list. Alliance Engineering surveyed the location of the bunker and confirmed that it is on the Marsac Mining Claim owned by LEC Properties. It was therefore determined that the EPMOA should not be accountable for this historic resource because the underlying property is not subject to the Flagstaff Development Agreement; the Empire Canyon Explosives Bunker was therefore also not included in the survey.

The objectives of this HPP Update were to document and assess the condition of the 17 resources fully on land currently owned by the EPMOA through the following tasks:

- Comprehensive survey of each resource, including the identification of current deficiencies and suggested mitigation or maintenance work (if not already implemented after the 2000 HPP or if new conditions warrant further action)

- An assessment of progress in preserving the resources, in accordance with the recommendations in the Flagstaff Development Agreement and the 2001 HPP Summary
- Photographic documentation of each resource
- Collection of spatial data on the location of each resource

In summary, a total of 19 resources were included in the condition assessment. These included the 17 resources surveyed by SWCA, as well as the Flagstaff Mine Waste Dumps and the Naildriver Mine.

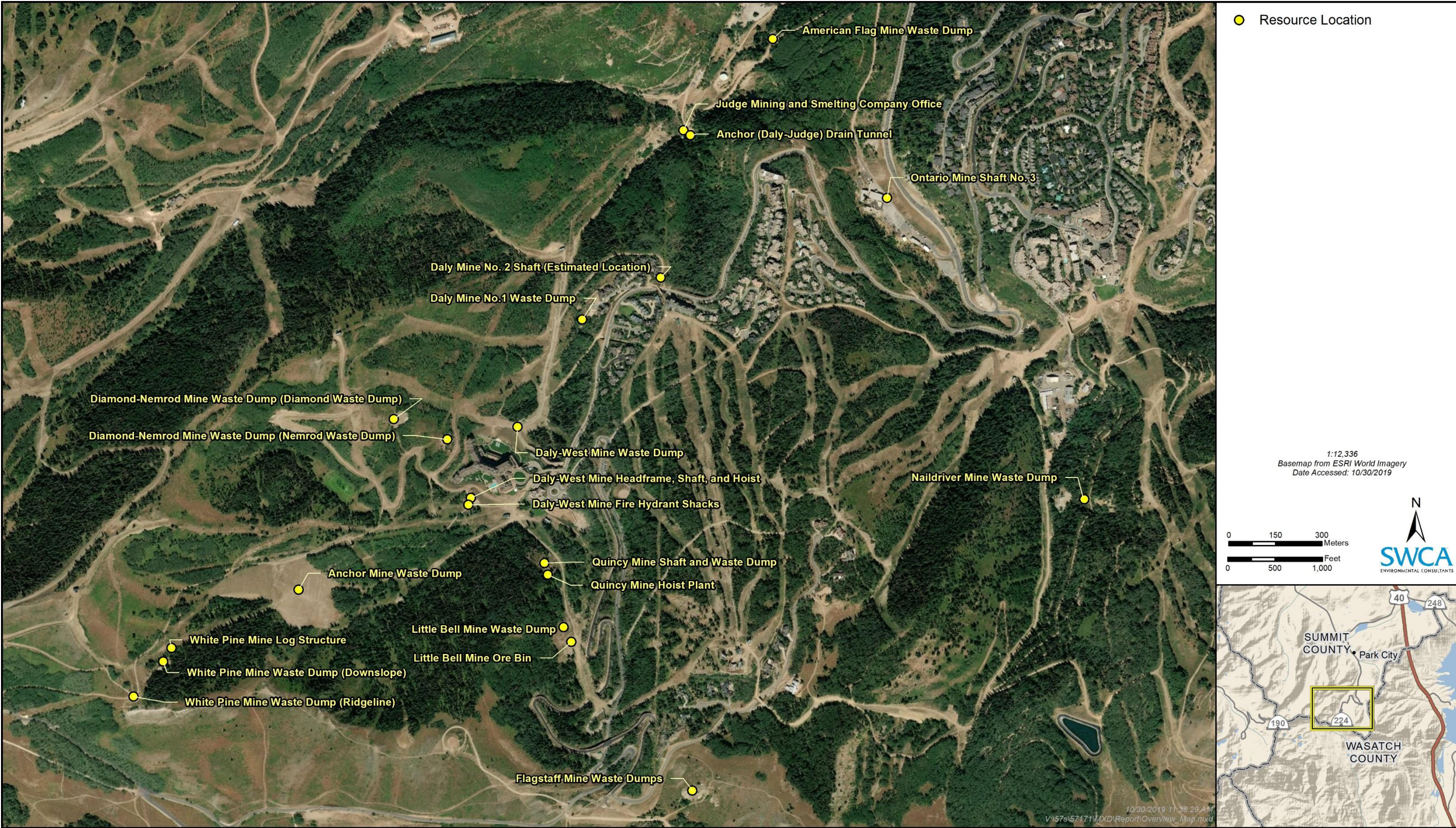


Figure 1. Resource location map.

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METHODOLOGY

The survey of historic mining resources was divided into two parts: documentation and condition assessment. SWCA's principal investigator Anne Oliver served as the historic architecture team lead and architectural conservation specialist. SWCA historic preservation specialist Kate Hovanes served as the project manager and conducted fieldwork and completed report preparation; she was assisted by SWCA historic preservation specialist Megan Daniels. Oliver, Hovanes, and Daniels meet the professional qualifications for architectural history, defined in 36 Code of Federal Regulations 61.

Documentation

Fieldwork was conducted on August 27 and 28, 2019. The SWCA project team identified historic mine resources requiring assessment; photographed each resource using a digital single-lens reflex (SLR) camera at 18-megapixel resolution; recorded locational data using a handheld global positioning system (GPS) unit; and conducted full condition assessments of the exterior and, when applicable, the interior of each resource.¹ SWCA coordinated these site visits with Douglas Ogilvy (EPMOA), who provided important logistical information and knowledge about the mining resources. After fieldwork, the data were processed, organized, and evaluated in accordance with the project objectives. Two of the 19 sites were not visited by SWCA but aerial imagery was provided by EPMOA.

Condition Assessment

For each resource, condition assessment involved visual inspection and recordation of current conditions with photographs and notes. Visual inspection included examining roofs, walls, foundations, doors and windows, and any additional architectural features, when present, for signs of deterioration or condition problems. When appropriate and necessary, more in-depth assessments of building components were conducted, which in some cases involved probing exposed wood members to test for rot, observing the structural systems of resources (when relevant), and identifying probable causes of detected deterioration. The condition of two of the 19 sites was not assessed by SWCA but EPMOA conducted a visual inspection.

Treatment Recommendations

Each resource was inspected to assess progress in implementing the treatment recommendations of the 2001 HPP Summary, which was incorporated in the Flagstaff Development Agreement. Treatment recommendations were then developed for the 19 mining resources fully or partially on EPMOA land. The treatment recommendations first note any work still required to fulfill recommendations in the 2001 HPP Summary and are then prioritized by importance for the ongoing preservation of the resource. All treatment recommendations are consistent with *The Secretary of the Interior's Standards for Rehabilitation and Illustrated Guidelines for Rehabilitating Historic Buildings* (Morton et al. 1992).

¹ The GPS unit was a geographic information system (GIS)-grade Trimble, accurate to within 1 meter.

CONDITION ASSESSMENT AND TREATMENT RECOMMENDATIONS

The following section describes each historic mining resource using excerpts from the 2000 HPP and summarizes existing conditions and work recommendations from Exhibit 6 of the 2001 HPP Summary (SWCA 2001). This section also provides an updated condition assessment, an assessment of work required to meet 2001 HPP Summary recommendations, and additional recommended work for each resource. Photographs of each resource documenting its current condition are also included.

This report does not include a historic context or detailed descriptions of resources, except when the appearance of a resource has changed significantly from that described in the 2000 HPP (Bowes et al. 2000). For a historic context of mining in Park City and for histories and descriptions of specific resources, see Bowes et al.'s (2000) report.

Judge Mining and Smelting Company Office

Summary of 2000–2001 Existing Conditions and Work Recommendations

The original HPP provides a detailed description of the Judge Mining and Smelting Company Office, which is excerpted here, and includes a floor plan:

The Judge Mining & Smelting Company office building is located adjacent to the extension of the Anchor (Daly-Judge) Drain Tunnel portal. It is a simple, front-gabled, one-story, concrete-walled structure that is divided into two functional areas.

[Figure 2] shows the building layout. The front section was used as an office and is subdivided into six rooms, consisting of a Reception (Room 1) and Main Office (Room 2) at the north end of the building, a Small Office (Room 3) adjoining the south wall of Room 2, a Restroom (Room 4), Closet 1 and Closet 2 (Room 5 and Room 6), and a large walk-in Vault (Room 7) with a steel door.

The rear section consists of a large Changing Room (Room 8) for miners, with toilet, lavatory, shower, dressing benches, and clothing storage facilities. Room 8 connects with the Anchor (Daly-Judge) Drain Tunnel via a doorway in its east wall.

A small shed-roofed extension on the west side of the building serves as the entry to the rear section. There is no physical connection between the front and rear sections, except for an opening between the attic area in the front section and the loft area in the rear.

There is an attic area in the front section, but it is not known if it was ever used, since an employee of United Park City Mines Company indicated that the attic stairway was built for the purpose of filming a movie, and may not have replaced an earlier stairway. The rear section of the building does not have an attic, although it has a loft area above some of the rooms of the front section.

The roof of the building extends over the wood-frame extension of the Anchor (Daly-Judge) Drain Tunnel portal. The roof of the drain tunnel behind the portal is constructed of concrete and abuts the east wall of the changing room.

All of the building's outer walls, plus at least one internal wall, are constructed of poured concrete. The walls of the vault may also be concrete. The exterior walls are finished with stucco, which shows no obvious evidence of paint and retains its natural appearance. The stucco appears to be original and has the logo "J. M. & S. Co. – 1920" incised into the front gable above the entrance.

The structure is built partially into the hillside. The rear (south) wall of the building is embedded into the slope to a level just below the eaves of the roof. Judging by the large rocky outcroppings in the hillside and the size of the trees growing immediately behind the building, the slope has not subsided since the building was constructed, and the current grade is close to the original. (Bowes et al. 2000:51–52)

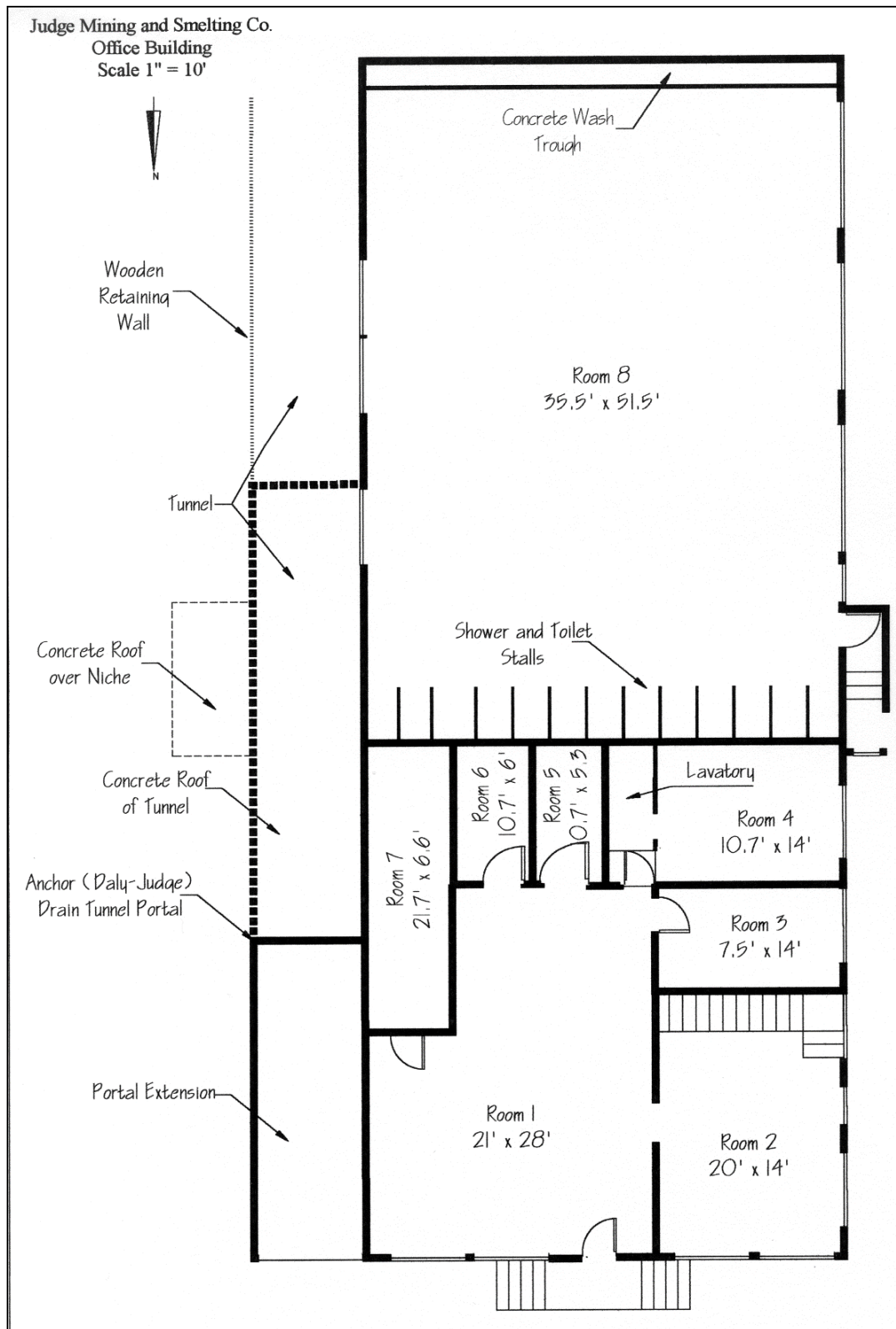


Figure 2. Floor plan (first floor), Judge Mining and Smelting Company Office building (from Bowes et al. 2000).

Existing conditions were described in the 2001 HPP Summary as follows:

All of the building's walls, plus at least one internal wall, are constructed of poured concrete. The exterior walls are finished with stucco, which shows no obvious evidence of paint and retains its natural appearance. The stucco appears to be original and has the logo "J.M. & S. Co. -1920" incised into the front gable above the original entrance. All of the windows, with the exception of three windows on the east wall of the Changing Room, are wood-framed, double-hung windows, without counterweights or springs. The building appears to be in fair condition but is in need of some repairs. (SWCA 2001)

Work recommendations in 2001 were as follows:

- The building site will be cleaned of debris in summer 2001.
- With the first phase of Flagstaff development the restoration of the building will be initiated, interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity.
- After restoration, the building is anticipated to serve as office and recreation uses for the Flagstaff development. (SWCA 2001)

2019 Condition Assessment

Progress toward fulfilling the 2001 HPP Summary work recommendations is as follows:

- The building's interior was cleared of debris in 2005 (personal communication, Douglas Ogilvy, August 27, 2019).
- The 2001 recommendation relating to the installation of an interpretive sign has not been addressed.
- The 2001 recommendation relating to the restoration and reuse of the building did not take place. The revised goal of the EPMOA is to stabilize the building in its current condition. Measures to achieve that goal have included the following:
 - The roof on the northeast end of the building was shored up with heavy timber to brace the purlins in 2005 (personal communication, Douglas Ogilvy, August 27, 2019).
 - Windows and door openings were boarded up in 2005 (personal communication, Douglas Ogilvy, August 27, 2019).

Conditions and changes observed during the 2019 condition assessment are as follows (Figures 3–14):

- Intrusive vegetation and debris have built up against the foundation and wall bases on the southeast and southwest sides of the building. The weight of this build-up has caused structural cracking and displacement of the walls, although it is unclear whether wall movement is ongoing; the weight of water saturating soils during the spring thaw and rain events, as well as freeze-thaw cycling, may exacerbate this problem.
- Portions of concrete on the southeast and northwest walls are spalling due to water infiltration and the freeze-thaw cycle. The concrete walls of the entrance vestibule to the changing room on the northwest side of the building are friable and extensively eroded and exhibit significant material loss. However, the concrete walls are structurally stable, including the entrance vestibule (McMullin 2019).

- The roof is partially collapsed on the southeast side of the building. Wood purlins have collapsed, resulting in the overall collapse of the roof; the metal trusses remain intact. Deterioration over time and rolling over combined with overstressing likely resulted in the purlins' collapse. Overstressing is the result of a heavy snow load. Before its abandonment, the building would have been heated through the winter, reducing the weight of snow; now that it is vacant, large amounts of snow build up on the roof and remain late into the season because of the shaded location.
- Corrugated metal roofing panels are damaged, detached, and missing. Some panels have holes where flues and stovepipes were originally located; these holes were patched, but in some cases the patching has been detached or damaged.
- Portions of the corrugated metal cornice are detached.
- Most of the plywood boards remain over window and door openings, but large holes have been made in boards on the northwest and northeast sides, allowing access to the interior of the building.
- Significant amounts of animal refuse are present in the interior of the building.

As a part of the 2019 condition assessment, the EPMOA also contracted with Ingenium Design (Ingenium) to conduct structural observations and calculations for the Judge Mining and Smelting Company Office. Ingenium conducted a site visit on October 13, 2019, after which it produced general structural notes, a roof framing plan, and framing details (McMullin 2019). Key observations from the report are excerpted here; the full report is included as Appendix B:

- The failure of the purlins resulted in the collapse of large sections of roofing.
- The original purlins are 70% overstressed (by code). This alone did not account for their failure; deterioration over time and rolling over combined with overstressing likely resulted in their collapse.
- Remaining purlins can be retrofitted by adding a 1 ¾"x5 ½" LVL on one side and nailing/bolting it to the existing purlin.
- Where the purlins are broken, it is possible to use (2) 1 ¾"x5 ½" LVL or a solid member of similar dimensions to replace the original member. These are about twice as strong as the existing members.
- Blocking should be added along the steel trusses to keep the [purlins] from rolling over.
- A spot check of the bottom chord of the metal truss revealed that stress was within reasonable levels. Based on a visual condition assessment, there is no need to retrofit the bottom chords of the metal trusses.
- The walls on the southwest end of the structure are tipping to the northwest and soil build up on the southeast side is pushing the southeast wall, which is then pushing the northwest wall by way of the trusses. However, the southeast wall may be stabilizing the slope above it; removing the soil is therefore not advised without oversight by a geotechnical engineer.
- It is unclear if the walls are continuing to move. Yearly monitoring of wall movement is therefore recommended. If movement over 2 to 3 inches at the tops of the walls is detected, it is recommended to develop a repair plan.

Work Required to Meet 2001 HPP Summary Recommendations

- An interpretive sign explaining the history and function of this building and describing its relationship with other historic mining-related resources in the immediate vicinity should be created and installed to meet recommendations in the 2001 HPP Summary.
- The 2001 HPP Summary recommendation relating to the restoration and reuse of the building did not take place. Instead, measures have been taken to stabilize the building in its current condition. Additional work required to achieve stabilization is outlined below.

Additional Recommended Work

- Before implementing any interior treatments, clean the interior of animal refuse to ensure worker health and safety.
- Monitor walls for movement on a yearly basis. If movement greater than 2 to 3 inches at the top of the walls is detected, develop a treatment plan (McMullin 2019).
- Monitor vestibule to changing room on northwest side of building for increasing or ongoing deterioration. If necessary, install an unobtrusive bracing system or reconstruct the vestibule to match the original in design and materials.
- Treat spalling concrete of main walls by improving site drainage through the removal of soil and debris and by repairing the roof; however, removing soil has the potential to destabilize the slope and is not a recommended treatment unless ongoing structural damage to walls is noted (McMullin 2019).
- Replace broken boards at window and door openings. For a more substantial and vandal/animal-proof option, replace or cover the boards with nonreflective sheet metal or back them with metal gratings.
- Stabilize the roof framing system. Fully document the roof system with drawings and photographs before and after treatment. According to the engineer's report, the metal truss system can be retained (with the addition of bracing as indicated) and remaining intact purlins can be braced. Collapsed purlins can be replaced as indicated in the engineer's report (McMullin 2019).
- For the roof covering, replace damaged or missing corrugated panels with galvanized, corrugated steel panels of identical or (if an exact match is not possible) a similar appearance (i.e., matching panel size and corrugation frequency/height). Leave existing panels in place or reuse whenever possible and refasten as needed. All holes in roofing materials (where pipes or chimneys were originally located) should be covered to prevent moisture infiltration.
- Reattach detached corrugated metal cornice or replace in kind as necessary.
- Clear spruce trees from the slopes southeast and southwest of the building that would comprise the structural integrity of the building through extensive root systems or cause roof collapse in the event of tree falls.
- If determined necessary from wall movement monitoring, clear potentially intrusive vegetation and heavy debris from southeast and southwest slopes. All work should be done under the oversight of a geotechnical engineer to assess and monitor slope stability (McMullin 2019).
- If determined necessary from wall movement monitoring, install an additional drainage system at the base of the southeast and southwest slopes to prevent water infiltration from snowmelt and structural damage caused by the weight of overburdened soil. Direct additional drainage to the existing drain in front of the principal (northeast) wall.



Figure 3. Overview of Judge Mining and Smelting Company Office, facing southwest.



Figure 4. Northeast and northwest sides of Judge Mining and Smelting Company Office, facing south.



Figure 5. Northwest side of Judge Mining and Smelting Company Office, facing east.



Figure 6. Southwest side of Judge Mining and Smelting Company Office, facing east.



Figure 7. Entrance on northwest side of building, facing south. Note damaged roofing and deteriorated concrete, as well as earth piled against the building.



Figure 8. Southeast side of Judge Mining and Smelting Company Office, facing north. Note collapsed roof.



Figure 9. Southeast side of Judge Mining and Smelting Company Office, facing west. Note collapsed roof and spalling concrete of wall.



Figure 10. Detail of collapsed roof with twisted wood purlins visible in foreground at right, facing west-northwest.



Figure 11. Interior of Judge Mining and Smelting Company Office, first floor, facing south-southwest. Note the use of pressed tin for wall finishes.



Figure 12. Interior of Judge Mining and Smelting Company Office, first floor, facing northwest. Note the wood partition wall, which may have originally contained windows.



Figure 13. Interior of Judge Mining and Smelting Company Office changing room, facing southwest. Note accumulation of debris on floor and collapsed roof, but with intact metal truss system.



Figure 14. Interior of Judge Mining and Smelting Company Office changing room. Detail of collapsed roof with intact metal truss system, facing south.

Anchor (Daly-Judge) Drain Tunnel

Summary of 2000–2001 Existing Conditions and Work Recommendations

The original HPP provides a detailed description of the Anchor (Daly-Judge) Drain Tunnel, which is excerpted here:

The portal of the Anchor Drain Tunnel (known later as the Daly-Judge Drain Tunnel) is located approximately one mile up Empire Canyon. The portal's covered extension is directly adjacent to the east wall of the Judge Mining & Smelting Company office building. Access to the tunnel is secured with a hinged steel grating that allows ventilation. A doorway in the changing room in the rear section of the office building connects directly to the tunnel. This doorway allowed miners to conveniently enter the tunnel from the changing room. This opening is covered with a steel grating. The portal itself is of concrete construction, and its covered extension is a wood-frame structure with galvanized corrugated steel panels. (Bowes et al. 2000:49)

Existing conditions were described in the 2001 HPP Summary as follows:

The portal appears to be in generally good condition. The tunnel is being maintained as part of Park City's culinary water system, and it is assumed that this feature is still structurally sound. However, there are some wooded patches on the east wall of the portal extension that may need to be secured. The condition of the sills and the bottoms of the wooden posts in the east wall is unknown. There are some loose corrugated roofing panels at the northeast corner of the roof of the Judge Mining & Smelting Company Office building, this problem would be addressed by deficiency mitigation work on that structure. (SWCA 2001)

Work recommendations in 2001 were as follows:

- With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity. (SWCA 2001)

2019 Condition Assessment

Progress toward fulfilling the 2001 HPP Summary work recommendations is as follows:

- The 2001 recommendation relating to the installation of an interpretive sign has not been addressed.

Conditions and changes observed during the 2019 condition assessment are as follows (Figures 15–18):

- Some evidence of water infiltration (such as staining and minor cracks in concrete) is present, but no evidence of significant or ongoing damage is visible.
- The shed-roofed portal protecting the entrance to the tunnel was installed in 2008 (as evidenced by the date inscribed on the metal posts supporting the roof). The roof framing partially obscures the historic inscription panel over the tunnel entrance.
- The tunnel continues to be maintained by the municipality as part of Park City's culinary water system and is generally in good condition.

Work Required to Meet 2001 HPP Summary Recommendations

- An interpretive sign explaining the history and function of the tunnel in relation to the Judge, Anchor, and Daly Mines and its ongoing function as the water source for Park City should be created and installed to meet recommendations in the 2001 HPP Summary.

Additional Recommended Work

No additional work is recommended at this time.



Figure 15. Covered entrance to Anchor (Daly-Judge) Drain Tunnel, facing southwest.



Figure 16. Entrance to Anchor (Daly-Judge) Drain Tunnel, facing southwest. Note modern metal posts supporting roof and modern gate over entrance.



Figure 17. Embossed concrete panel over Anchor (Daly-Judge) Drain Tunnel, facing southwest. Note roof framing partially covering embossed panel, as well as minor cracks and evidence of water infiltration.

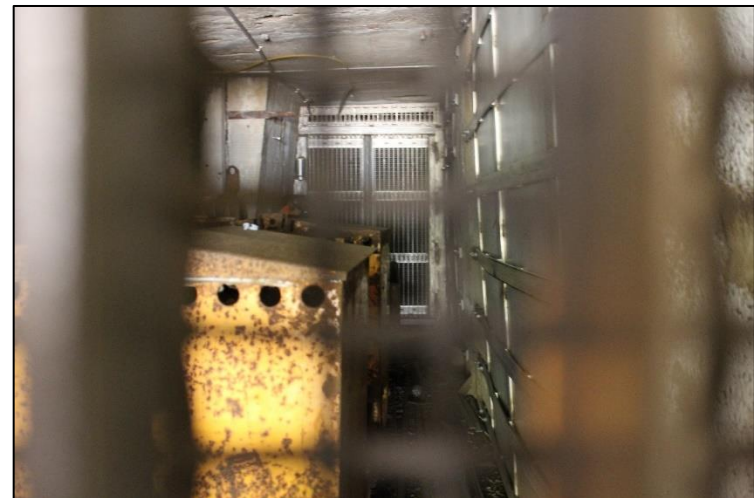


Figure 18. View of Anchor (Daly-Judge) Drain Tunnel entrance, through gate. Note additional modern gate and spalling concrete on ceiling.

American Flag Mine Waste Dump

Summary of 2000–2001 Existing Conditions and Work Recommendations

The original HPP provides a detailed description of the American Flag Mine Waste Dump, which is excerpted here:

The American Flag Mine and its associated dump are located about one mile up Empire Canyon, on the east side of the canyon and opposite the site of the Daly-Judge Mill. Very little remains of the American Flag Mine itself, although it may have some potential to yield archaeological remains. A portion of its waste dump is still visible, but landslides and subsequent road construction have altered much of it. (Bowes et al. 2000:63)

Existing conditions were described in the 2001 HPP Summary as follows:

The basic form of the waste dump has been significantly altered by landslides and other activities in the area. Vegetation has been growing up on portions of the dump. (SWCA 2001)

Work recommendations and observations in 2001 were as follows:

- Revegetation of this mine feature will involve, from time to time, broadcasting mulch from the top and bottom of the mine dump.
- This will be followed by the addition of a seed mix that will consist of species as close to native as possible but focusing on the ability to have sustainable growth and foster soil stability with minimal maintenance.
- The steepness of the slope of this feature will restrict and lengthen the revegetation process. Stabilization of some of the mine waste will likely be necessary.
- With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with the other historic mining-related features in the immediate vicinity. (SWCA 2001)

2019 Condition Assessment

Progress toward fulfilling the 2001 HPP Summary work recommendations is as follows:

- The 2001 recommendation relating to the installation of an interpretive sign has been addressed. An interpretive sign for the American Flag Mine is located across the road from the dump.
- Attempts have been made to revegetate the slope, but as noted above, the steepness of the slope and likely the soil composition are not conducive to rapid revegetation.

Conditions and changes observed during the 2019 condition assessment are as follows (Figures 19–22):

- The waste dump slope is approximately 50 percent revegetated; the rest of the slope remains bare.
- No serious condition issues (such as erosion) were noted; it is likely that the vegetation and the rock retaining wall at the base of the slope prevent or limit erosion.

Work Required to Meet 2001 HPP Summary Recommendations

- Revegetation efforts, including the broadcasting of mulch, should continue in order to support ongoing revegetation.

Additional Recommended Work

No additional work is recommended at this time.



Figure 19. Overview of American Flag Mine Waste Dump, facing northeast.



Figure 20. Overview of American Flag Mine Waste Dump, facing east.



Figure 21. Overview of American Flag Mine Waste Dump slope, facing north. Note areas of vegetation cover mixed with areas of unvegetated tailings.



Figure 22. Overview of nearby American Flag Mine site, with interpretive sign, facing east.

Ontario Mine Shaft No. 3

Summary of 2000–2001 Existing Conditions and Work Recommendations

The original HPP provides a detailed description of the Ontario Mine Shaft No. 3, which is excerpted here:

Ontario Mine Shaft No. 3 is located in middle Ontario Canyon, west of and adjacent to State Road 224, also known as the Guardsman Pass road. The associated complex is situated atop a large historic mine waste dump, which is easily seen by visitors passing by on State Road 224. All of the surface works were replaced in the 1970s and consist of a complex of metal buildings that house offices, a workshop or garage, concentrator equipment, conveyors, the shaft works, and the [former] Silver Mine Adventure museum in the shaft works buildings. There are also various tanks, pieces of mounted equipment, and smaller structures throughout in the complex. Some of the modern buildings are still in use as office and maintenance facilities for United Park City Mines Company.

Although the surface structures are modern, the Ontario No. 3 Shaft is historic and was used almost continually from the late 1870s into modern times. It also represents the last working mine in the Park City area, having ceased mining operations in 1982. Despite the end of mining activities in the area, the shaft is still operational. Until the Silver Mine Adventure was closed in 1999, the shaft was used to transport visitors down into the mine works, and it still serves the needs of underground work crews who continually maintain several miles of drain tunnels that supply water to the Park City culinary water system and to the Jordanelle Water Conservancy District. (Bowes et al. 2000:39)

Existing conditions were described in the 2001 HPP Summary as follows:

The No. 3 shaft and the modern surface works appear to be in good overall condition. (SWCA 2001)

Work recommendations and observations in 2001 were as follows:²

- Revegetation of this mine feature will involve, from time to time, broadcasting mulch from the top and bottom of the mine dump.
- This will be followed by the addition of a seed mix that will consist of species as close to native as possible but focusing on the ability to have sustainable growth and foster soil stability with minimal maintenance.
- The steepness of the slope of this feature will restrict and lengthen the revegetation process. Stabilization of some of the mine waste will likely be necessary.
- With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with the other historic mining-related features in the immediate vicinity. (SWCA 2001)

² The 2001 HPP Summary conflates the Ontario Mine Shaft No. 3 with the nearby Ontario Mine Shaft No. 3 Waste Dump. The 2001 summary offers few work recommendations relating specifically to the preservation or interpretation of the shaft and related buildings and surface works.

2019 Condition Assessment

Progress toward fulfilling the 2001 HPP Summary work recommendations is as follows:

- The 2001 recommendation relating to the installation of an interpretive sign has not been addressed.
- Attempts have been made to revegetate the slope, but as noted above, the steepness of the slope and likely the soil composition are not conducive to rapid revegetation.

Conditions and changes observed during the 2019 condition assessment³ are as follows (Figures 23–30):

- The hoist house, headframe, and shop buildings remain in good condition and are still in use. The hoist remains operable.
- Some site elements to facilitate interpretation for visitors were present, including a square-set timber framework on the front of the primary building and a tram tower moved to the site from its original location.
- The slope of waste dump is approximately 70 percent revegetated; the rest of the slope remains bare. The exposed sections are likely unvegetated due to the steepness of the slope.
- No serious condition issues (such as erosion) were noted; it is likely that the vegetation prevents or limits erosion.

Work Required to Meet 2001 HPP Summary Recommendations

- An interpretive sign specifically for the Ontario Mine Shaft No. 3 and Waste Dump should be created and installed to meet recommendations in the 2001 HPP Summary.
- Revegetation efforts, including the broadcasting of mulch, should continue in order to support ongoing revegetation.

Additional Recommended Work

- Additional signage describing nonoriginal site elements, such as the timber framework and tram tower, would also facilitate interpretation of the Ontario Mine Shaft No. 3.

³ The Ontario Mine Shaft No. 3 was not visible due to surrounding buildings; the site as a whole was surveyed, but a detailed condition assessment of the shaft was not conducted.



Figure 23. Overview of Ontario Mine Shaft No. 3, facing northwest.



Figure 24. Overview of Ontario Mine Shaft No. 3 hoist and associated buildings, facing west-northwest.



Figure 25. Overview of Ontario Mine Shaft No. 3 building north of hoist, facing north. Note square-set timbering and tram tower, later additions to building.



Figure 26. Overview of Ontario Mine Shaft No. 3 buildings south of hoist, facing west.



Figure 27. Overview of Ontario Mine Shaft No. 3 Waste Dump, from top, facing northwest.



Figure 28. Overview of Ontario Mine Shaft No. 3 Waste Dump, from top, facing southeast.



Figure 29. Overview of Ontario Mine Shaft No. 3 Waste Dump, from base, facing northwest.



Figure 30. Overview of Ontario Mine Shaft No. 3 Waste Dump, from bottom, facing northwest.

Daly Mine No. 1 Waste Dump

Summary of 2000–2001 Existing Conditions and Work Recommendations

The 2001 HPP Summary provides a brief description of the Daly Mine No. 1 Waste Dump, which is excerpted here:

This dump represents the discarded waste rock that was removed from a mine in order to access high-grade ore deposits. The dump is located in upper Empire Canyon, about a half mile further up the canyon than the Anchor (Daly-Judge) Drain Tunnel portal. This site is located on 0.51 acres. (SWCA 2001)

Existing conditions were described in the 2001 HPP Summary as follows:

This basic form of the waste dump remains intact. Some recontouring has taken place in portions of the dump. It is a highly visible feature of a mining landscape. Vegetation has grown up on portions of the dump, although there is still a small amount of bare materials exposed to view. (SWCA 2001)

Work recommendations and observations in 2001 were as follows:

- Revegetation efforts have already begun on this mine site.
- A mulch has been spread over the dump and a seed mix used that contained species as close to native as possible but focusing on the ability to have sustainable growth and foster soil stability with minimal maintenance.
- With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity. (SWCA 2001)

2019 Condition Assessment

Progress toward fulfilling the 2001 HPP Summary work recommendations is as follows:

- The 2001 recommendation relating to the installation of an interpretive sign has not been addressed.
- The slope of the waste dump is approximately 90 to 100 percent revegetated and is considered complete. Stands of aspen and spruce, along with bushes and forbs, cover the entire slope. Due to recontouring, recent residential development to the northeast, and revegetation, the slope is no longer easily identifiable as a waste dump.

Conditions and changes observed during the 2019 condition assessment are as follows (Figures 31–34):

- No serious condition issues (such as erosion) were noted; it is likely that the vegetation prevents or limits erosion.

Work Required to Meet 2001 HPP Summary Recommendations

- An interpretive sign specifically for the Daly Mine No. 1 Waste Dump should be created and installed to meet recommendations in the 2001 HPP Summary.
 - As discussed in the following section for the Daly Mine No. 2 Shaft, SWCA recommends installing an interpretive sign only for the Daly Mine No. 1 Waste Dump, which can also be used to discuss the associated shaft.

Additional Recommended Work

No additional work is recommended at this time.



Figure 31. Overview of Daly Mine No. 1 Waste Dump, facing north.



Figure 32. Overview of Daly Mine No. 1 Waste Dump, facing southwest. Note extensive revegetation.



Figure 33. Overview of Daly Mine No. 1 Waste Dump and possible stone wall, facing southeast.



Figure 34. Overview of Daly Mine No. 1 Waste Dump showing revegetation, including tree growth, facing north-northwest.

Daly Mine No. 2 Shaft

Summary of 2000–2001 Existing Conditions and Work Recommendations

The original HPP provides a detailed description of the Daly Mine No. 2 Shaft, which is excerpted here:

The Daly Mine Shaft No. 1 and Shaft No. 2 are located in upper Empire Canyon, about a half mile further up the canyon than the Anchor (Daly-Judge) Drain Tunnel portal. Little remains today from these operations, except some scattered rock foundations or retaining walls, composed of coursed and uncoursed rough stone. (Bowes et al. 2000:67)

Existing conditions were described in the 2001 HPP Summary as follows:

The rock walls are in poor condition and the area has been heavily disturbed. (SWCA 2001)

The 2000 HPP provides additional details:

These rock walls represent the extraction and maintenance processes in a mining system. More specifically, they could be associated with boarding houses or bunkhouses . . . but their exact function has not been ascertained. (Bowes et al. 2000:67)

For work recommendations, the 2001 HPP Summary conflates the Daly Mine No. 2 Shaft with the Daly Mine No. 1 Waste Dump. Therefore, the work recommendations and observations relate primarily to the No. 1 Waste Dump. Work recommendations and observations in 2001 were as follows:

- Much of this mine feature has been covered.
- A thick soil cover will be placed on this mine dump.
- This will be followed by the addition of a seed mix that will consist of species as close to native as possible but focusing on the ability to have sustainable growth and foster soil stability with minimal maintenance.
- With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity. (SWCA 2001)

2019 Condition Assessment

The Daly Mine No. 2 Shaft could not be found during survey, and no condition assessment was possible. Field crews consulted maps and information provided by the EPMOA, but the shaft has likely been obscured as part of the fulfillment of the 2001 work recommendations (personal communication, Douglas Ogilvy, August 27, 2019).

Progress toward fulfilling the 2001 HPP Summary work recommendations is as follows:

- The 2001 recommendation relating to the installation of an interpretive sign has not been addressed.
- Because the shaft could not be found, it is presumed that revegetation has been successful.

Work Required to Meet 2001 HPP Summary Recommendations

- Given the distance between the estimated locations of the Daly Mine waste dump and shaft, the unclear present location of the shaft, and the lack of extant resources, SWCA recommends that no

separate interpretive sign for the Daly Mine No. 2 Shaft be installed. The installation of a sign for the Daly Mine No. 1 Waste Dump, discussed above, that incorporates a discussion of the shaft will adequately meet the 2001 HPP Summary recommendations.

Additional Recommended Work

- No additional work is recommended at this time.

Daly-West Mine Headframe, Shaft, and Hoist

Summary of 2000–2001 Existing Conditions and Work Recommendations

The original HPP provides a detailed description of the Daly-West Mine Headframe, Shaft, and Hoist, which is excerpted here:

The Daly-West headframe and Daly-West shaft are located in upper Empire Canyon, about a quarter of a mile above the Daly No. 2 Shaft. The headframe is directly over the Daly-West shaft, and both of these features are still in operable condition. The shaft provides an emergency exit and a ventilation shaft for the Ontario Drain Tunnel No. 2 and other workings.

The headframe is a distinctive mining-related feature that probably dates from 1913, when the mill and hoisting works were destroyed in a fire. It is constructed of riveted steel “laced girders” that are typical of that period. The entire framework is exposed and it presents an impressive sight. A chain-link fence surrounds the headframe for security reasons.

Just upslope of the Daly-West headframe and shaft are traces of the waste dump and/or surface operations of the Meeers Company Shaft No. 1, although very little remains of this operation. The Meeers Company Shaft No. 2 operation was located immediately to the northeast of the Daly-West headframe and shaft, but no remains of this operation were noted. (Bowes et al. 2000:70)

Existing conditions were described in the 2001 HPP Summary as follows:

These features are still in operable condition and are maintained as an emergency exit and ventilation source for the drain tunnels. (SWCA 2001)

Work recommendations in 2001 were as follows:

- With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with the other historic mining-related features in the immediate vicinity. (SWCA 2001)

2019 Condition Assessment

Progress toward fulfilling the 2001 HPP Summary work recommendations is as follows:

- The 2001 recommendation relating to the installation of an interpretive sign has not been addressed.

Conditions and changes observed during the 2019 condition assessment are as follows (Figures 35–38):

- The headframe, shaft, and hoist are all still present at the site. However, the headframe collapsed in 2018 and now lies on its side near the other resources. Therefore,
 - the metal structural members of the headframe are deformed;
 - a wood fence has been erected around the headframe, shaft, and hoist to prevent access to the area; this fence replaces a chain-link security fence present in 2000 (Bowes et al. 2000:70);

- the fence blocks the view of the resources from the ground, although they are visible from a nearby hillside; and
- the wood fence significantly changes the overall design of the site from its 2001 configuration.
- The shaft is no longer operable and is now covered with a metal grate.
- The hoist is corroded, and the concrete pad has minor amounts of spalling.
- Plant growth surrounds the shaft.

Work Required to Meet 2001 HPP Summary Recommendations

- An interpretive sign specifically for the Daly-West Mine Headframe, Shaft, and Hoist should be created and installed to meet recommendations in the 2001 HPP Summary.

Additional Recommended Work

The collapse of the Daly-West Mine headframe represents a significant condition issue, and the following additional work is recommended:

- If possible, the headframe should be returned to its original upright configuration.
- If re-erecting the headframe is not feasible due to cost, insufficient integrity of metal structural members, or other factors, the headframe should be left as-is and interpretive signage explaining its original use and the circumstances of its collapse should be provided.
- The current wood fence, which blocks the view of visitors to the site, should be removed and replaced with a fence allowing greater visibility while also providing security, such as a chain-link or metal post fence.

The hoist mechanisms and shaft also show evidence of deterioration:

- Areas of corrosion on the hoist mechanism should be scraped to a sound surface, and previously painted areas should be repainted to match the current color.
- Plant growth should periodically be removed from around the shaft opening.
- Concrete should be monitored for further deterioration; if deterioration becomes severe or pervasive, it should be repaired using National Park Service (NPS 2007) preservation standards.



Figure 35. Overview of Daly-West Mine Headframe, Shaft, and Hoist, facing north. Note collapsed headframe.



Figure 36. Overview of Daly-West Mine Hoist, facing northeast, with collapsed headframe in background.



Figure 37. Detail of Daly-West Mine Shaft, facing southeast.



Figure 38. Overview of collapsed Daly-West Mine Headframe, facing southeast.

Daly-West Mine Fire Hydrant Shacks

Summary of 2000–2001 Existing Conditions and Work Recommendations

The original HPP provides a detailed description of the Daly-West Mine Fire Hydrant Shacks, which is excerpted here:

These three fire hydrant or water-connection shacks are located at the Daly-West Mine, just upslope from the headframe. One shack has a fire hydrant inside and the others have smaller water pipes and valves. All are painted red with white trim, perhaps as a requirement to indicate their function as water sources for fire fighting.

The cedar shake shingles have been covered with corrugated galvanized steel panels, one of which is missing, exposing the shingles underneath.

All three of these shacks are single-unit, side-gabled structures with one doorway and no windows. The doors are simple batten-type doors and are still intact and operational. The wood frame construction incorporates a variety of lumber sizes, mostly rough-sawn, and the shacks vary somewhat in construction technique, as though they were made up without plans or by different people. The shacks all have board-and-batten siding. The type of wood used for the siding was not determined. The shack closest to the headframe seems to be somewhat newer than the others, judging by the planking used in its construction and some other details, but all appear to be historic. (Bowes et al. 2000:73)

Existing conditions were described in the 2001 HPP Summary as follows:

Other than some missing galvanized roofing panels and typical weather, these sheds are in reasonably good condition and do not appear to have been significantly altered over time. (SWCA 2001)

Work recommendations in 2001 were as follows:

- With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity. (SWCA 2001)

2019 Condition Assessment

Progress toward fulfilling the 2001 HPP Summary work recommendations is as follows:

- The 2001 recommendation relating to the installation of an interpretive sign has not been addressed.

Three fire hydrant shacks were present. For each, conditions and changes observed during the 2019 condition assessment are as follows (Figures 39–42):

- Fire Hydrant Shack No. 1
 - Fire Hydrant Shack No. 1 is on the south side of the ski area near which all three shacks are located; Fire Hydrant Shack No. 1 is separate from the other two shacks.
 - Settlement has occurred, resulting in vertical displacement of wood sills and walls.
 - Rodent holes are present at the foundation.
 - Weathered wood is present on the walls.

- Wood shingles are missing and detached from the roof.
- Signs of insect activity (bore-holes) are present in the wood of walls and roof.
- Fire Hydrant Shack No. 2
 - Shacks No. 2 and No. 3 are on the north side of the ski run, just west of the Daly-West Mine Headframe, Shaft, and Hoist. Shack No. 2 is slightly downhill from Shack No. 3 and is the farthest east of the two shacks.
 - Plant growth is occurring against walls and inside building.
 - Corrugated metal roofing is partially detached on west side and entirely missing on east.
 - Walls have weathered wood, and boards are missing in places.
 - For roof, wood shingles on east side are detached and missing.
 - Door is missing from building.
- Fire Hydrant Shack No. 3
 - Shack No. 3 is west (uphill) of Shack No. 2.
 - Settlement resulting in vertical displacement of foundation and walls.
 - Significant plant growth is occurring against walls and inside building.
 - Walls have weathered wood.
 - Door is missing from building.

Work Required to Meet 2001 HPP Summary Recommendations

- An interpretive sign specifically for the Daly-West Mine Fire Hydrant Shacks should be created and installed to meet recommendations in the 2001 HPP Summary.

Additional Recommended Work

- Foundations should be stabilized for Shacks No. 1 and No. 3 by replacing wood sills in kind as needed.
- For all buildings, detached, missing, or deteriorated building elements, such as wood wall boards or roofing materials, should be reattached or replaced in kind.
- Vegetation growing around and inside Shacks No. 2 and No. 3 has the potential to increase moisture in foundation and walls. Vegetation should be cleared from around buildings.
- Doors similar in design and materials to that of Shack No. 1 should be installed on Shacks No. 2 and No. 3 to reduce animal activity and the amount of moisture entering the buildings.



Figure 39. Overview of Daly-West Mine Fire Hydrant Shack No. 1, facing north.



Figure 40. Overview of Daly-West Mine Fire Hydrant Shacks No. 2 (foreground) and No. 3 (background), facing west.



Figure 41. Interior of Daly-West Mine Fire Hydrant Shack No. 2, facing west. Note damaged wood on wall.



Figure 42. Detached roofing on Daly-West Mine Fire Hydrant Shack No. 2, facing east.

Daly-West Mine Waste Dump

Summary of 2000–2001 Existing Conditions and Work Recommendations

The original HPP provides a detailed description of the Daly-West Mine Waste Dump, which is excerpted here, and includes a floor plan:

This feature is a large waste dump in the middle part of Empire Canyon that is associated with the Daly-West mine. It is a substantial feature that is visible from a great distance. (Bowes et al. 2000:77)

Existing conditions were described in the 2001 HPP Summary as follows:

The basic form of the waste dump remains intact. Some recontouring has taken place in portions of the dump. It is a highly visible feature of a mining landscape. Vegetation has grown up on portions of the dump, although there is still a large amount of bare material exposed to view. (SWCA 2001)

Work recommendations in 2001 were as follows:

- Revegetation of this mine feature will involve, from time to time, broadcasting mulch from the top and bottom of the mine dump.
- This will be followed by the addition of a seed mix that will consist of species as close to native as possible but focusing on the ability to have sustainable growth and foster soil stability with minimal maintenance.
- With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity. (SWCA 2001)

2019 Condition Assessment

Progress toward fulfilling the 2001 HPP Summary work recommendations is as follows:

- The 2001 recommendation relating to the installation of an interpretive sign has not been addressed.
- The slope of the waste dump is approximately 50 percent revegetated; the rest of the slope remains bare.
 - The exposed sections are likely unvegetated due to the steepness of the slope or their use as roads and ski runs.

Conditions and changes observed during the 2019 condition assessment are as follows (Figures 43–46):

- The dump has been regraded to create dirt roads and a ski slope.
- An artificial stream and pond have been constructed on the west side of the dump.
- No serious condition issues (such as erosion) were noted; it is likely that the vegetation and grading prevent or limit erosion.

Work Required to Meet 2001 HPP Summary Recommendations

- An interpretive sign specifically for the Daly-West Mine Waste Dump should be created and installed to meet recommendations in the 2001 HPP Summary.
- Partial revegetation has been successful, and unvegetated parts of the waste dump are used for ski runs and roads; no additional revegetation efforts are recommended.

Additional Recommended Work

No additional work is recommended at this time.



Figure 43. Overview of Daly-West Mine Waste Dump, facing west, from Highway 224.



Figure 44. Overview of top of Daly-West Mine Waste Dump, facing northwest.



Figure 45. Overview of Daly-West Mine Waste Dump, facing southwest.



Figure 46. Overview of Daly-West Mine Waste Dump, facing northeast.

Diamond-Nemrod Mine Waste Dumps

Summary of 2000–2001 Existing Conditions and Work Recommendations

The original HPP provides a detailed description of the Diamond-Nemrod Mine Waste Dumps, which is excerpted here:

The Diamond-Nemrod waste dumps are located high on the steep hillside above the Daly-West Mine, and are clearly visible from a distance. The associated Farish Shaft is filled and no longer visible. (Bowes et al. 2000:97)

Existing conditions were described in the 2001 HPP Summary as follows:

The basic form of the dump[s] remains relatively intact. Vegetation has been growing up on portions of the dump, although there is still some bare material exposed to view. (SWCA 2001)

Work recommendations and observations in 2001 were as follows:

- These mine dumps will be mulched with a seed mix that will consist of species as close to native as possible but focusing on the ability to have sustainable growth and foster soil stability with minimal maintenance.
- However, access to these sites is limited and the merits of establishing access for the purpose of revegetating the mine dumps will have to be made prior to any work.
- With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with the other historic mining-related features in the immediate vicinity. (SWCA 2001)

2019 Condition Assessment

Progress toward fulfilling the 2001 HPP Summary work recommendations is as follows:

- The 2001 recommendation relating to the installation of an interpretive sign has not been addressed for either waste dump.
- The slope of the Diamond Waste Dump is partially revegetated (approximately 30 percent); large portions of the slope remain bare, likely due to the steepness of the slope and soil composition.
- The slope of the Nemrod Waste Dump is partially revegetated (approximately 50 percent); large portions of the slope remain bare, likely due to the steepness of the slope and soil composition.

Conditions and changes observed during the 2019 condition assessment are as follows (Figures 47–54):

- A mountain bike trail parallels the northwest side of the slope of the Diamond Waste Dump.
- A large hole (approximately 12 feet in diameter) is present in the ground at the northwest corner of the Nemrod Waste Dump; the cause of the hole is unclear but may be mining related.
- No serious condition issues (such as erosion) were noted.

Work Required to Meet 2001 HPP Summary Recommendations

- An interpretive sign specifically for the Diamond Mine Waste Dump and for the Nemrod Mine Waste Dump should be created and installed to meet recommendations in the 2001 HPP Summary.
- Revegetation efforts, including the broadcasting of mulch, should continue in order to support ongoing revegetation.

Additional Recommended Work

No additional work is recommended at this time.



Figure 47. Overview of Diamond Waste Dump, facing west.



Figure 48. Overview of Diamond Waste Dump, facing northeast.



Figure 49. Overview of Diamond Waste Dump, facing south.



Figure 50. Overview of Diamond Waste Dump, facing southeast.



Figure 51. Overview of Nemrod Waste Dump, facing west.



Figure 52. Overview of Nemrod Waste Dump, facing east.



Figure 53. Overview of Nemrod Waste Dump, facing north.



Figure 54. Hole in ground northwest of Nemrod Waste Dump, facing northeast.

Anchor Mine Waste Dump

Summary of 2000–2001 Existing Conditions and Work Recommendations

The original HPP provides a detailed description of the Anchor Mine Waste Dump, which is excerpted here:

The Anchor Mine waste dump is a massive feature located in upper Empire Canyon. It is clearly visible from a great distance and is one of the largest and best preserved of the dumps in Empire Canyon. (Bowes et al. 2000:101)

Existing conditions were described in the 2001 HPP Summary as follows:

The basic form of the dump remains relatively intact. It is a large waste dump and a highly visible part of a mining landscape, although there has been major recontouring of the east side of the dump for a ski run. Vegetation has been growing up on portions of the dump, although there is still a considerable area of bare material exposed to view. (SWCA 2001)

Work recommendations and observations in 2001 were as follows:

- Some revegetation has already taken place on this mine feature.
- This is one of the largest mine features in the Flagstaff Project.
- The steep long slopes of the mine dump will make any revegetation efforts difficult.
- The surface of the dump will be covered with soil as it is available.
- The top of the steep slopes will be mulched and seeded with a mix that will consist of species as close to native as possible but focusing on the ability to have sustainable growth and foster soil stability with minimal maintenance.
- With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity. (SWCA 2001)

2019 Condition Assessment

Progress toward fulfilling the 2001 HPP Summary work recommendations is as follows:

- The 2001 recommendation relating to the installation of an interpretive sign has been addressed. An interpretive sign for the Anchor Mine is at the top of the slope.
- The slope of the waste dump is almost entirely revegetated (approximately 90 percent) with low grass. The exposed sections are likely unvegetated due to the steepness of the slope.

Conditions and changes observed during the 2019 condition assessment are as follows (Figures 55–56):

- Terracing was observed on the slope; the cause is unclear but may be intentional and represent regrading.
- No serious condition issues (such as erosion) were noted.

Work Required to Meet 2001 HPP Summary Recommendations

- None. Work recommendations from the 2001 HPP Summary have been fulfilled.

Additional Recommended Work

No additional work is recommended at this time.



Figure 55. Overview of Anchor Mine Waste Dump, facing north.



Figure 56. Overview of Anchor Mine Waste Dump, facing northwest. Note terracing of slope.

Quincy Mine Hoist Plant

Summary of 2000–2001 Existing Conditions and Work Recommendations

The original HPP provides a detailed description of the Quincy Mine Hoist Plant, which is excerpted here:

This feature consists of the remains of the hoist plant for the Quincy Mine shaft. It is located in middle Empire Canyon, just upslope of the Daly-West Mine. A rectangular area and traces of rock foundations define the area that was occupied by the hoist building.

A two-cylinder steam-driven hoist is still mounted on its concrete pad. The hoist is powered by a double-acting, crosshead-type engine, which, like many hoist engines and marine windlasses, is integrated into the same iron frame as the hoist. Historic photos depict what appears to be the same kind of hoist being used as a winch at the Anchor Mine for raising ore cars in an incline. This hoist could even be the same hoist as the one at the Quincy, since it was common to buy, sell, trade, and move equipment from one mine to another.

Located between the hoist engine and the mine shaft, and apparently within the area once covered by the hoist building, are the remains of a boiler, consisting of the lower portion of its brick enclosure and the boiler's lower water drum.

The larger, upper drum has been removed, and the bricks from the upper part of the brick enclosure are scattered around the base of the boiler. There are also some remaining vertical iron or steel straps that may have acted as supports or anchors for the brick boiler enclosure. It is difficult to make a determination of the boiler type without removing the debris that covers the remains of the boiler and firebox.

In addition to the boiler and engine, the remains of a mortared-brick pad are located immediately north of the hoist engine. Large bolts protrude from the pad in several places. The north edge of the pad is located approximately 12 feet north of the north edge of the hoist engine pad. This feature may have been associated with the headframe structure. Most of the pad is covered with soil and could not be examined.

The foundation of the hoist plant is little more than a trace, with some irregular rocks visible at the ground surface level. More of the foundation may be intact below the ground surface. (Bowes et al. 2000:79–80)

Existing conditions were described in the 2001 HPP Summary as follows:

The hoist building is no longer standing, but some pieces of lumber and roofing material can be seen on the ground within the area defined by the hoist building foundations. These items are badly deteriorated and mixed with forest detritus. (SWCA 2001)

Work recommendations in 2001 were as follows:

- With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity. (SWCA 2001)

2019 Condition Assessment

Progress toward fulfilling the 2001 HPP Summary work recommendations is as follows:

- The 2001 recommendation relating to the installation of an interpretive sign has been addressed. An interpretive sign for the Quincy Mine is located across a ski run approximately 400 feet to the northeast.

Conditions and changes observed during the 2019 condition assessment are as follows (Figures 57–60):

- As noted in the 2000 HPP, only the foundation, hoist, and building elements (including scrap metal, bricks, and concrete) remain (Bowes et al. 2000:79–82). These elements are all in poor condition.
 - The portions of mortared brick are severely deteriorated, including mortar loss and the displacement of bricks.
 - Concrete is also deteriorated, including cracking and scaling.
 - Metal elements of the hoist are corroded.
 - Other building elements are dispersed throughout the undergrowth and were visible only to a limited extent.
 - Extensive plant growth has occurred throughout the site, with plants often growing directly on or through building elements; in some cases, this plant growth has resulted in heaving or displacement.

Work Required to Meet 2001 HPP Summary Recommendations

- None. Work recommendations from the 2001 HPP Summary have been fulfilled.

Additional Recommended Work

- Although the condition of the hoist plant is poor, the level of difficulty in stabilizing an already extremely decayed resource likely makes most treatment options unfeasible. Possible treatment options to assist in the long-term preservation of resources include the following:
 - Pruning plants to prevent additional damage to building elements and to make existing resources more visible to visitors. However, this option may result in theft or vandalism of the remaining materials.
 - Conducting additional archaeological survey to fully record the site. This option would be time- and cost-intensive and was not required by the 2001 HPP Summary.
 - Implementing treatments to stabilize extant resources, such as repairing concrete or replacing and repointing brick. This option would be time- and cost-intensive and was not required by the 2001 HPP Summary.



Figure 57. Overview of Quincy Mine Hoist Plant, facing west.



Figure 58. Overview of Quincy Mine Hoist Plant brick foundations, facing west.



Figure 59. Overview of Quincy Mine Hoist Plant, facing south.



Figure 60. Overview of Quincy Mine Hoist Plant, facing northwest.

Quincy Mine Shaft and Waste Dump

Summary of 2000–2001 Existing Conditions and Work Recommendations

The original HPP provides a detailed description of the Quincy Mine Shaft and Waste Dump, which is excerpted here:

The Quincy Mine shaft is located in the middle Empire Canyon area, directly above the Daly-West Mine site. Little remains of the shaft, since it has been filled in. However, the fill has settled, and a depression clearly shows where the shaft is located. The shaft is directly adjacent to the remains of the hoist plant.

The waste dump at the Quincy Mine is located in the middle Empire Canyon area, directly above the Daly-West Mine site. From a distance, it is the most visible feature of the Quincy Mine. (Bowes et al. 2000:83–84)

Existing conditions were described in the 2001 HPP Summary as follows:

The shaft has been filled in and concavity exists over the filled shaft to suggest its location adjacent to the hoist plant. The basic form of the waste dump remains intact. (SWCA 2001)

Work recommendations and observations in 2001 were as follows:

- Revegetation efforts at the top of this mine dump have already started.
- The upper slopes have also been mulched.
- There is a good population of pine trees on the slope of the dump and efforts to cover the steep slope of the dump have been restricted by the trees.
- A seed mix that consists of species as close to native as possible but focusing on the ability to have sustainable growth and foster soil stability with minimal maintenance was used.
- With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity. (SWCA 2001)

2019 Condition Assessment

Progress toward fulfilling the 2001 HPP Summary work recommendations is as follows:

- The 2001 recommendation relating to the installation of an interpretive sign has been addressed. An interpretive sign for the Quincy Mine is located across a ski run approximately 400 feet to the northeast.
- The slope of the waste dump is entirely revegetated with grass, forbs, and pine trees.

Conditions and changes observed during the 2019 condition assessment are as follows (Figures 61–64):

- The ground above the shaft has subsided, leaving a depression marking the original location of the shaft.
- No serious condition issues (such as erosion) were noted.

Work Required to Meet 2001 HPP Summary Recommendations

- None. Work recommendations from the 2001 HPP Summary have been fulfilled.

Additional Recommended Work

No additional work is recommended at this time.



Figure 61. Overview of Quincy Mine Shaft site, facing south.

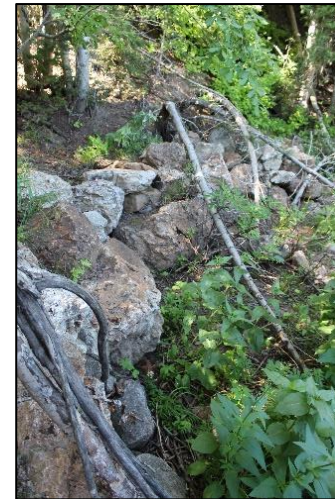


Figure 62. Overview of Quincy Mine Shaft, facing west.



Figure 63. Overview of Quincy Mine Shaft, facing south.



Figure 64. Overview of Quincy Mine Waste Dump, facing southeast.

Little Bell Mine Ore Bin

Summary of 2000–2001 Existing Conditions and Work Recommendations

The original HPP provides a detailed description of the Little Bell Mine Ore Bin, which is excerpted here:

The Little Bell ore bin or "bunker" is a historic structure in middle Empire Canyon, located on the east-facing slope of the Little Bell Mine waste dump and approximately 175 feet east of the Little Bell Mine shaft.

A modern ski slope is located approximately 15 feet east of the ore bin, and two water pipes used for snow-making operations are located about ten feet northeast of the structure. The ski slope occupies the area where the mine's boarding house once stood, and also covers a road that once passed in front of the ore bin. Preliminary research on the Little Bell Mine suggests a construction date of ca. 1900.

The ore bin was used for short-term storage and redistribution of ore from the Little Bell mine, sometimes called "staging." Ore car tracks, now gone, went from the shaft works to the top of the ore bin. Ore cars were tipped to dump their loads into the ore bin, which would hold the ore until the next horse-drawn ore wagon arrived, at which time the gates at the bottom of the ore bin were opened to allow the ore to pour into the wagon. From there, the wagons transported the ore to beneficiation facilities, such as a mill or smelter. . . .

The ore bin is constructed of wood, excepting the steel-and-iron loading gate doors, nails, steel bracing rods, and other fasteners. The wood is probably a fir species that was imported from the Pacific Northwest. It was quite common at that time to import wood from out of state, since the area's mining operations had used up most of the mature trees in the area for mine timbers and building surface works.

The footprint of the structure measures 12' x 24'. For descriptive purposes, the structure can be divided into two basic components: the ore bin itself and the support structure. The ore bin itself is approximately 17'4" high, plus the height of the support structure. The front wall of the ore bin, including the support structure, is approximately 24 feet high from the top of the front footing. The back wall of the ore bin is approximately 17'4" high from the top of the rear footing.

The support structure consists of a framework of rough-sawn timbers. The front portion of the support structure consists of seven vertical posts, six cross-braces, and a beam across the top, which is in two pieces, joined by a shiplap joint at the center. The timbers in the front portion of the support structure consist of 8" x 8" posts, beams, and cross braces, with slight dimensional variations in their cross sections. The cross braces lean toward the center of the front of the structure (i.e., the three cross braces on the left side lean to the right, and vice-versa). This assembly rests upon a 16" x 16" timber footing.

It is not known if anything lies below this footing. The rear section of the support structure consists of a timber footing placed in the side of the mine waste dump. Owing to the condition of the rear footing, it is difficult to ascertain the original dimensions of the timbers or if anything lies behind or below them. The front and rear sections of the support structure are joined by seven 8" x 8" beams laid front-to-rear, which rest on the top beam of the front support assembly and on the rear footing. Each of these seven

beams are supported by a 6" x 8" cross brace between the mid point of the beam and the intersection of the corresponding front vertical support post and the front footing.

The ore bin itself is a single-cell structure that has a steeply slanted floor (approximately 45 degrees) that allows the ore to slide down toward the two loading gates that are located at the bottom of the front wall. Its basic construction consists of a timber framework that is lined with wooden planks to form the ore storage cavity. The ore bin uses a greater variety of rough-sawn dimensional lumber than the support structure. Its construction is relatively simple, and all elements are visible, with the exception of certain internal joint structures, such as mortise-and-tenon joints. The preliminary inspection revealed no evidence of paint, varnish, shellac, or other finish coating on the structure. . . .

Seven steel or iron rods are used to secure the front and rear walls against the outward force of ore in the bin. These rods are located about two-thirds of the way up the front wall of the ore bin, and join the front and rear wall posts together. The ends of the rods are threaded and secured with a nut and a cast-iron washer. One of the rods is broken (missing a section inside the bin), but its ends are intact.

The two gate doors were operated by a rack-and-pinion mechanism that raised and lowered them inside a cast-iron track mounted inside the jambs. Two cast-iron rack gears are still riveted to each of the steel gate doors, but the pinion assemblies are missing. (Bowes et al. 2000:88–90)

Existing conditions were described in the 2001 HPP Summary as follows:

The overall effect of the damage to the ore bin is that the entire structure is supported only by the central support posts and cross braces at the front and rear of the structure, making its support base effectively much smaller and creating a precarious and dangerous situation. (SWCA 2001)

Work recommendations and observations in 2001 were as follows:

- With the first phase of Flagstaff development the Little Bell Ore bin will be provided permanent shelter in the form of all weather roofing.
- Interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity.
- Additional building stabilization will occur in summer 2001. (SWCA 2001)

2019 Condition Assessment

Progress toward fulfilling the 2001 HPP Summary work recommendations is as follows:

- The 2001 recommendation relating to the installation of an interpretive sign has been addressed.
- The 2001 recommendation relating to the installation of a roof over the ore bin has not been addressed.

Conditions and changes observed during the 2019 condition assessment are as follows (Figures 65–72):

- Stabilization measures have been taken, such as the replacement of rotted wood posts and the installation of concrete footings for the posts. The posts have also been excavated; soil no longer touches the wood structural members. All sagging and displacement have been corrected.

- Lack of a roof (installation/construction of which was included in the 2001 HPP Summary work recommendations) likely contributes to deterioration. Rain infiltrates the base and walls of the structure, and it fills with snow during the winter. Due to the high walls, snow likely remains for an extended time, resulting in extensive moisture infiltration and damage to lower structural elements, such as the floor joists.
- Other wood boards are weathered and cracked. Some boards have been lost.
- If left untreated, these conditions may result in further deterioration and eventual collapse of the bin.

Work Required to Meet 2001 HPP Summary Recommendations

- Work recommendations in the 2001 HPP Summary relating specifically to the interpretive sign have been fulfilled.
- An all-weather roof has not yet installed or constructed over the ore bin. To reduce or eliminate snow accumulation and further moisture damage on the bin interior, the addition of a flat covering remains a recommendation; this covering could consist of weathered boards with gaps between them, or it could consist of a more impermeable roof concealed under boards or set slightly below the wall tops on the bin interior to minimize visual changes. Adequate ventilation must be maintained on the bin interior.
- The majority of serious structural issues relating to the wood posts have been corrected to meet the 2001 recommendations.

Additional Recommended Work

- Rotted joists or other structural members should be monitored and replaced in kind when their condition threatens the structural stability of the ore bin.
 - Rotted or damaged wood members should be consolidated and retained to the greatest extent possible, using epoxy or another appropriate compound. If retention of the original materials does not prove feasible, rotten sections of wood should be replaced in kind with treated lumber, whereas sound sections should be retained to the maximum extent possible.
- Missing boards or wall elements should be replaced in kind when required to preserve the physical or structural integrity of the ore bin.



Figure 65. Overview of Little Bell Mine Ore Bin, facing northwest.



Figure 66. Overview of Little Bell Mine Ore Bin, facing southwest.



Figure 67. Overview of Little Bell Mine Ore Bin, facing southeast.



Figure 68. Overview of Little Bell Mine Ore Bin, facing east.



Figure 69. Overview of Little Bell Mine Ore Bin, facing west. Note deteriorated boards at top of walls.



Figure 70. Concrete footings and repaired wood posts supporting Little Bell Mine Ore Bin, facing south.



Figure 71. Deteriorated structural member, north end of Little Bell Mine Ore Bin, facing northwest. Note the 1-foot-long probe illustrating depth of rot.



Figure 72. Close up of north gate for Little Bell Mine Ore Bin, with damaged and missing boards visible, facing west.

Little Bell Mine Waste Dump

Summary of 2000–2001 Existing Conditions and Work Recommendations

The original HPP provides a detailed description of the Little Bell Mine Waste Dump, which is excerpted here:

The Little Bell Waste dump is located in middle Empire Canyon, adjacent to the Little Bell ore bin and shaft and south of the Quincy Mine. The mine shaft has been filled in and very little remains of that feature, but the dump is still visible. (Bowes et al. 2000:94)

Existing conditions were described in the 2001 HPP Summary as follows:

The dump is essentially unaltered part of a mining landscape. Vegetation has been growing up on portions of the dump, although there is still a considerable area of bare material exposed to view. (SWCA 2001)

Work recommendations and observations in 2001 were as follows:

- This feature has been partially revegetated.
- Efforts will continue by adding mulch and available soil to the surface.
- A seed mix that will consist of species as close to native as possible but focusing on the ability to have sustainable growth and foster soil stability with minimal maintenance will be used.
- With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature describe its relationship with other historic mining-related features in the immediate vicinity. (SWCA 2001)

2019 Condition Assessment

Progress toward fulfilling the 2001 HPP Summary work recommendations is as follows:

- The 2001 recommendation relating to the installation of an interpretive sign has been addressed.
- The slope of the waste dump is mostly revegetated (approximately 90 percent) with grass and low forbs.

Conditions and changes observed during the 2019 condition assessment are as follows (Figures 73–75):

- No serious condition issues (such as erosion) were noted.

Work Required to Meet 2001 HPP Summary Recommendations

- None. Work recommendations from the 2001 HPP Summary have been fulfilled.

Additional Recommended Work

No additional work is recommended at this time.



Figure 73. Overview of Little Bell Mine Waste Dump, facing southwest.



Figure 74. Overview of Little Bell Mine Waste Dump, facing west.



Figure 75. Overview of Little Bell Mine Waste Dump, facing northwest.

White Pine Mine Log Structure

Summary of 2000–2001 Existing Conditions and Work Recommendations

The original HPP provides a detailed description of the White Pine Mine Log Structure, which is excerpted here:

The remains of a log structure are located below the White Pine Mine and above the Anchor Mine. It has been suggested that this structure may have been a miner's cabin associated with the White Pine Mine. Further research would be necessary to determine its history.

The structure consists of a one-room, one-story log [structure], with a footprint of approximately 16' x 22'. The highest point of the remaining structure is the northwest corner, which is about nine feet above the current ground level.

The structure once had an attic or loft, as evidenced by notches cut into logs at ceiling height and the remains of some of the loft's floor joists that are visible in and above the debris. The door opening is at the north side of the structure, facing downslope, possibly in consideration of an escape route in the event of an avalanche. Each of the other three walls have one window opening.

The wall logs were built with V-notch construction, also known as "sharp notch," and vary somewhat in size, typically ranging from about 8 to 11 inches in diameter. The sides of a number of the wall logs, both inside and outside of the structure, have been hewn to form a slightly flattened surface. An initial inspection of a few of the flattened areas showed no evidence of the use of an adz to create the flat sides, which were probably hewn with an axe. Chinking strips, split from logs, were nailed into the interstices between the log courses. Other supplementary chinking materials, such as cement or clay, would have been used to seal the joints, but the actual material(s) used are unknown at this time. The cabin uses cut nails in its construction, which were still in common use until the late 1880s or early 1890s, when wire nails began to take over in popularity as the result of cheaper mass-production methods.

The foundation structure, if any, is unknown. It was typical for simple log structures such as this to have been built upon leveled sill logs, although stone foundations were not unusual. (Bowes et al. 2000:105)

Existing conditions were described in the 2001 HPP Summary as follows:

The roof is missing and may have fallen in. The attic or loft has fallen down, and a few of its remaining structural elements are still visible, mixed in among the debris inside the structure. These components are in poor condition, due to normal processes of weathering and decay. (SWCA 2001)

Work recommendations in 2001 were as follows:

- With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity. (SWCA 2001)

2019 Condition Assessment

Progress toward fulfilling the 2001 HPP Summary work recommendations is as follows:

- The 2001 recommendation relating to the installation of an interpretive sign has been addressed.

Conditions and changes observed during the 2019 condition assessment are as follows (Figures 76–79):

- The structure is largely collapsed. The roof is no longer extant, and the logs making up the walls have partially shifted and fallen out of their original configuration. According to the 2000 HPP, this condition was present during of original recordation (Bowes et al. 2000:105).
- The lower logs were damp at the time of survey. Given that the structure's location is set into a steep slope, moisture may infiltrate down the slope and collect at the sill logs at the rear of the structure.
- The structure is surrounded by thick vegetation, which increases moisture retention in the logs and accelerates decay.

Work Required to Meet 2001 HPP Summary Recommendations

- None. Work recommendations from the 2001 HPP Summary have been fulfilled.

Additional Recommended Work

- Methods to divert moisture and runoff from the structure, to dry soil, and to prevent further deterioration of log sills should be considered. Possible methods for doing so include the following:
 - Regrading the hill around the cabin to direct waterflow away from the structure
 - Removing low vegetation (such as bushes) surrounding the structure



Figure 76. Overview of White Pine Mine Log Structure, facing northeast.



Figure 77. Overview of White Pine Mine Log Structure, facing east.



Figure 78. Overview of White Pine Mine Log Structure, facing southwest.



Figure 79. Detail of logs and notching, White Pine Mine Log Structure, facing east.

White Pine Mine Waste Dumps

Summary of 2000–2001 Existing Conditions and Work Recommendations

The original HPP provides a detailed description of the White Pine Mine Waste Dumps, which is excerpted here:

Ridge-Line Waste Dump – This waste dump is located on a saddle at the ridge line at the top of Empire Canyon. This feature has sometimes been attributed to the Utah Mine. However, it appears to be located on the White Pine claim, whereas the Utah claim is located to the south, on the other side of the ridge line. A map by Grolinski (1893) depicts a shaft on the Utah claim, but does not show a shaft at the ridge line on the White Pine claim, although if the White Pine shaft was inactive at that time, it may not have been included for that reason. However, a 1901 USGS survey (published 1903) does show a shaft on the ridge line that appears to be in the White Pine claim. Hence, it appears that the ridge-line shaft and associated waste dump are probably associated with the White Pine Mine. In any case, the shaft has been filled and is no longer visible, and its associated waste dump has been heavily disturbed and/or recontoured.

Downslope Waste Dump – This feature is located a short distance downslope and to the north of the ridge-line waste dump. It has been attributed to the White Pine operation, although it is apparently adjacent to an adit portal, rather than a shaft. A 1901 USGS survey (published 1903) shows an adit portal at what appears to be the correct location. This adit might lead to the White Pine Mine shaft, but this has not been ascertained. This waste dump is located on the War Eagle claim, which became part of the Anchor Mining Company group of claims, probably in 1885. The relationship of the War Eagle claim to the White Pine claim prior to 1885 has not been determined. This waste dump appears to be intact and basically unaltered from its historic form, other than some minor erosion. (Bowes et al. 2000:103)

Existing conditions were described in the 2001 HPP Summary as follows:

The ridge-line waste dump has been altered significantly by recontouring operations and other work in the area. The downslope waste dump appears to be intact and in stable condition. (SWCA 2001)

Work recommendations in 2001 were as follows:

- This small mine dump will be mulched and a seed mix that will consist of species as close to native as possible but focusing on the ability to have sustainable growth and foster soil stability with minimal maintenance will be used.
- With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity. (SWCA 2001)

2019 Condition Assessment

Progress toward fulfilling the 2001 HPP Summary work recommendations is as follows:

- The 2001 recommendation relating to the installation of an interpretive sign has not been addressed for either waste dump.
- The slope of the Ridgeline Waste Dump is not revegetated; the waste dump remains open and bare of any vegetation.
- The slope of the Downslope Waste Dump is partially revegetated (approximately 30-40 percent). Grasses cover portions of the waste dump, and a number of spruces are also growing on the slope; the majority of the waste dump remains barren.

Conditions and changes observed during the 2019 condition assessment are as follows (Figures 80–86):

- For the Ridgeline Waste Dump, no serious condition issues (such as erosion) were noted; the flat grade of the dump likely precludes significant erosion.
- The majority of the Downslope Waste Dump appears to be stable, but a significant erosional gully was observed on the east side of the slope.

Work Required to Meet 2001 HPP Summary Recommendations

- An interpretive sign specifically for the Ridgeline Waste Dump and for the Downslope Waste Dump should be created and installed to meet recommendations in the 2001 HPP Summary.
- Revegetation efforts, including the broadcasting of mulch, should continue in order to support ongoing revegetation.

Additional Recommended Work

- Regrade the east side of the Downslope Waste Dump to prevent additional or ongoing erosion.



Figure 80. Overview of White Pine Mine Ridgeline Waste Dump, facing southeast.



Figure 81. Overview of White Pine Mine Ridgeline Waste Dump, facing north.



Figure 82. Overview of White Pine Mine Ridgeline Waste Dump, facing south.



Figure 83. Overview of White Pine Mine Downslope Waste Dump, facing east.



Figure 84. Overview of White Pine Mine Downslope Waste Dump, facing northeast.



Figure 85. Overview of White Pine Mine Downslope Waste Dump, facing northwest.



Figure 86. Erosion on east side of White Pine Mine Downslope Waste Dump, facing northeast.

Flagstaff Mine Waste Dumps

Summary of 2000–2001 Existing Conditions and Work Recommendations

The original HPP provides a detailed description of the Flagstaff Mine Waste Dumps, which were discussed as a single resource. The description is excerpted here:

The Flagstaff Mine waste dump is located near the top of Flagstaff Mountain, between Ontario Canyon and Empire Canyon. It is not a tall feature, but is spread over a fairly wide area around the shaft location. It is probably in its original form. (Bowes et al. 2000:113)

Existing conditions were described in the 2001 HPP Summary as follows:

The basic form of this waste dump appears to be intact and more or less in its original form. Some vegetation is grown on parts of the waste dump, but there is still a considerable amount of bare material exposed to view. (SWCA 2001)

Work recommendations and observations in 2001 were as follows:

- A seed mix that will consist of species as close to native as possible but focusing on the ability to have sustainable growth and foster soil stability with minimal maintenance will be used.
- With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature describe its relationship with other historic mining-related features in the immediate vicinity. (SWCA 2001)

2019 Condition Assessment

Per initial direction from EPMOA, this site was not included in field survey. Subsequent ownership review determined that portions of the mine dumps for this mine are on lands subject to Flagstaff Development Agreement. EPMOA advises that revegetation efforts have not been completed on this site and interpretive signage has not been installed.

Work Required to Meet 2001 HPP Summary Recommendations

- An interpretive sign specifically for the Flagstaff Mine Waste Dump should be created and installed to meet recommendations in the 2001 HPP Summary.
- Revegetation efforts, including the broadcasting of mulch, should continue in order to support ongoing revegetation.

Additional Recommended Work

No additional work is recommended at this time.

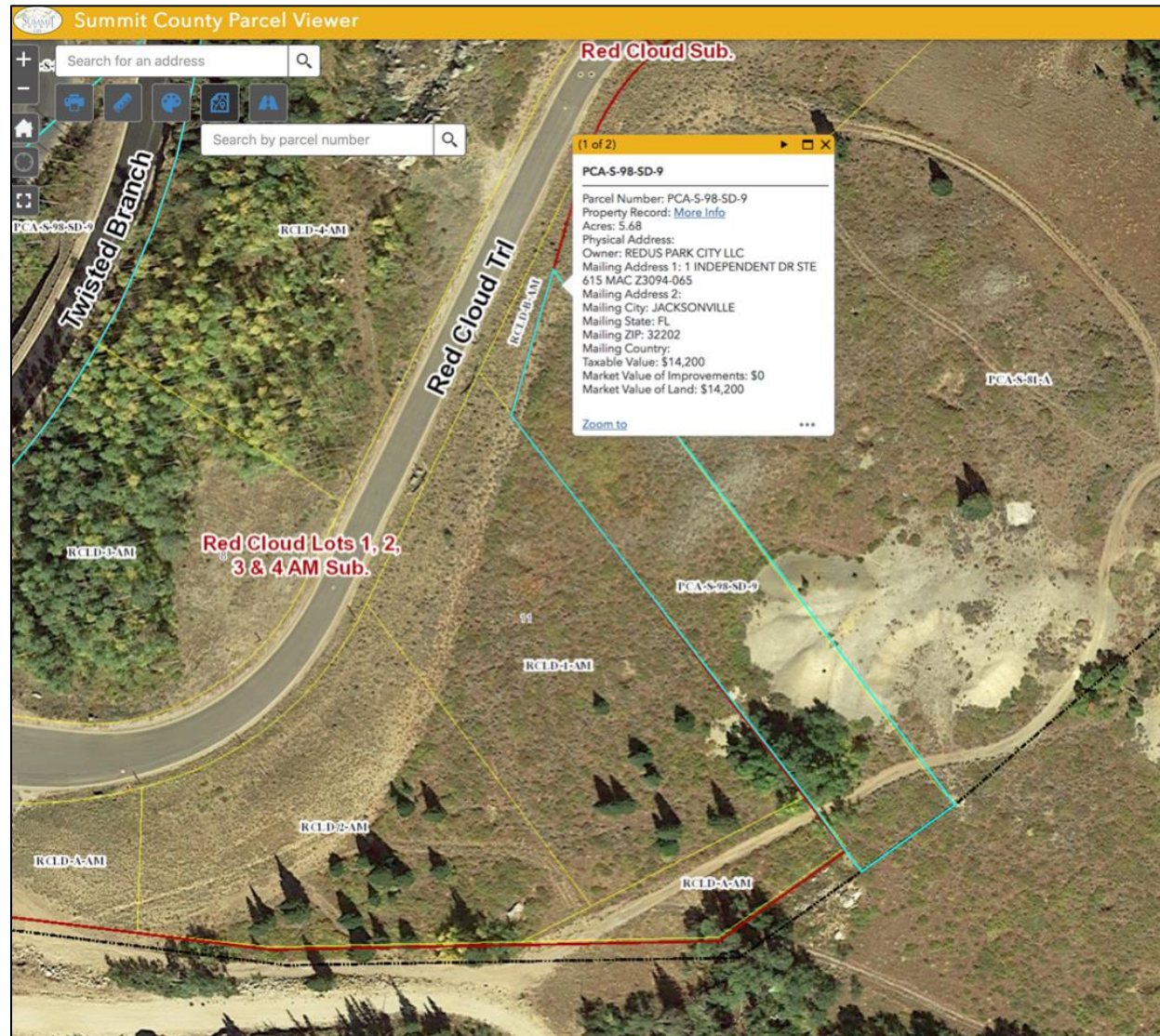


Figure 87. Aerial imagery showing portion of mine dump on property owned by the EPMOA. Image provided by EPMOA.

Naildriver Mine Waste Dump

Summary of 2000–2001 Existing Conditions and Work Recommendations

The original HPP provides a detailed description of the Naildriver Mine Waste Dump, which is excerpted here:

The Naildriver Mine waste dump is located in the eastern portion of the Flagstaff Mountain Resort project area. It is the only significant remaining historic feature of the Naildriver Mine. The Naildriver shaft was plugged with concrete in 1980 and no historic features of the shaft remain visible. One item of note is that the Naildriver shaft was 2,980 feet deep—more than the height of two Empire State Buildings. (Bowes et al. 2000:115)

Existing conditions were described in the 2001 HPP Summary as follows:

The dump has not been significantly altered. Some vegetation is growing on parts of the waste dump, but there is still a considerable amount of bare material exposed to view. (SWCA 2001)

Work recommendations and observations in 2001 were as follows:

- This mine dump will be mulched and a seed mix that will consist of species as close to native as possible but focusing on the ability to have sustainable growth and foster soil stability with minimal maintenance will be used.
- However access is restricted and an evaluation will need to be completed to assess the merits of establishing access to the mine dump to revegetate it.
- With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity. (SWCA 2001)

2019 Condition Assessment

Per initial direction from EPMOA, this site was not included in field survey. Subsequent ownership review determined that portions of the mine dumps for this mine are on lands subject to the Flagstaff Development Agreement. EPMOA notes that revegetation efforts have not been completed on this site and interpretive signage has not been installed.

Work Required to Meet 2001 HPP Summary Recommendations

- An interpretive sign specifically for the Naildriver Mine Waste Dump should be created and installed to meet recommendations in the 2001 HPP Summary.
- Revegetation efforts, including the broadcasting of mulch, should continue in order to support ongoing revegetation.

Additional Recommended Work

No additional work is recommended at this time.

SUMMARY AND CONCLUSIONS

In summary, the mining resources addressed in this HPP Update are dispersed across 19 sites and include 10 buildings or structures, four shafts, and 13 waste dumps (Table 2). All buildings and structures are abandoned and are generally in fair to poor condition. However, except for the Judge Mining and Smelting Company Office, the treatments recommended in the 2001 HPP Summary typically involved the creation and installation of interpretive signage and did not include stabilization or restoration. Interpretive signage has not yet been installed at most of these sites (see Table 2). Additional treatment recommendations in this update are not required by the terms of the Development Agreement between the EPMOA and PCMC but are suggested as measures that will stabilize and preserve the resources in their current condition.

The shafts generally could not be observed but are presumed to be in good condition. The waste dumps are generally in good condition as well. Treatments recommended in the 2001 HPP Summary involved both the installation of interpretive signage and the mulching and seeding of waste dumps. Signage has not been installed at most sites, but efforts at revegetation have been made with some success (see Table 2).

The results of the HPP Update are more fully summarized in Table 3, which presents the resources in order of treatment priority. For each resource, the treatment recommendations are also prioritized according to which are most important for ongoing preservation. The 2019 Treatment Completion Summary column identifies whether the treatment recommendations stipulated in the 2001 HPP Summary have been addressed.

Table 2. Sites Included in the 2019 HPP Update and 2001 HPP Summary Work Recommendation Fulfillment Status

Sites Included in the 2019 HPP Update	Resource Type	2001 HPP Summary Work Recommendations Fully Met?
Judge Mining and Smelting Company Office	Building	No
Anchor (Daly-Judge) Drain Tunnel	Structure	No
American Flag Mine Waste Dump	Waste dump	No
Ontario Mine Shaft No. 3	Shaft	No
Daly Mine No. 1 Waste Dump	Waste dump	No
Daly Mine No. 2 Shaft	Shaft	No
Daly-West Mine Headframe, Shaft, and Hoist	Structures (2) and shaft	No
Daly-West Mine Fire Hydrant Shacks	Structures (3)	No
Daly-West Mine Waste Dump	Waste dump	No
Diamond-Nemrod Mine Waste Dumps	Waste dump (2)	No
Anchor Mine Waste Dump	Waste dump	Yes
Quincy Mine Hoist Plant	Structure	Yes
Quincy Mine Shaft and Waste Dump	Shaft and waste dump	Yes
Little Bell Mine Ore Bin	Structure	No
Little Bell Mine Waste Dump	Waste dump	Yes
White Pine Mine Log Structure	Structure	Yes
White Pine Mine Waste Dumps	Waste dump (2)	No
Flagstaff Mine Waste Dumps	Waste dump (2)	No

Sites Included in the 2019 HPP Update	Resource Type	2001 HPP Summary Work Recommendations Fully Met?
Naildriver Mine Waste Dump	Waste dump	No

Table 3. Summary of Treatment Recommendations

Resource	2001 Work Recommendation (SWCA 2001)	2019 Condition	2019 Treatment Recommendations	2019 Treatment Completion Summary
Judge Mining and Smelting Company Office	The building site will be cleaned of debris in summer 2001. With the first phase of Flagstaff development the restoration of the building will be initiated, interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity. After restoration, the building is anticipated to serve as office and recreation uses for the Flagstaff development.	The building has a number of moderate to severe condition issues (see the 2019 Condition Assessment section for this resource for a detailed description). The most serious issues are the build-up of debris and soil at the foundation and against the walls, wall movement, and the collapse of the roof. Less serious issues include a detached metal cornice, spalling concrete on the walls, damage to the boards blocking windows and doors, and the build-up of animal refuse in the interior.	The building should be stabilized in its current condition. Walls should be monitored for movement yearly, and a treatment plan should be created if severe movement is noted (McMullin 2019). The roof should be repaired; bracing should also be installed, as indicated in the engineer's report (McMullin 2019). The roof system should be fully documented with drawings and photographs before and after treatment. Portions of the detached metal cornice should be reattached or be replaced in kind as necessary. Damaged boards blocking windows and doors should be replaced. Spalling concrete of main walls should be treated by improving site drainage through the removal of soil and debris and by repairing the roof; however, removing soil has the potential to destabilize the slope and is not a recommended treatment unless ongoing structural damage to walls is noted (McMullin 2019). Animal refuse should be removed from the interior of the building. Interpretive sign explaining the history and function of the building should be created and installed to meet recommendations in the 2001 HPP Summary.	The 2001 HPP Summary recommendation relating to the installation of an interpretive sign has not been addressed. The 2001 HPP Summary recommendation relating to the restoration and reuse of the building did not take place. Instead, measures have been taken to stabilize the building in its current condition. Additional work required to achieve stabilization is detailed in this HPP Update.
Little Bell Mine Ore Bin	With the first phase of Flagstaff development the Little Bell Ore bin will be provided permanent shelter in the form of all weather roofing. Interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity. Additional building stabilization will occur in summer 2001.	Stabilization measures have been taken, such as the replacement of rotted wood posts and the installation of concrete footings for the posts. The posts have also been excavated; soil no longer touches the wood structural members. All sagging and displacement have been corrected. Lack of a roof (installation/construction of which was included in the 2001 HPP Summary work recommendations) likely contributes to deterioration. Rain infiltrates the base and walls of the structure and it fills with snow during the winter. Due to the high walls snow likely remains for an extended time, resulting in extensive moisture infiltration and damage to lower structural elements, such as the joists. Other wood boards are undergoing weathering and cracking. Some boards have been lost.	A noninvasive all-weather roof should be installed or constructed over the ore bin to meet recommendations in 2001 HPP Summary. This covering could consist of weathered boards with gaps between them, or it could consist of a more impermeable roof concealed under boards or set slightly below the wall tops on the bin interior to minimize visual changes. Adequate ventilation must be maintained on the bin interior. Rotted joists or other structural members should be replaced in kind. Rotted or damaged wood members should be consolidated and retained to the greatest extent possible. If retention of the original materials does not prove feasible, rotten sections of wood should be replaced in kind with treated lumber, and sound sections should be retained to the maximum extent possible. Missing boards or wall elements should be replaced in kind.	The 2001 HPP Summary recommendation relating to the installation of an interpretive sign has been addressed. The 2001 HPP Summary recommendation relating to the installation of a roof over the ore bin has not been addressed.
Daly-West Mine Headframe, Shaft, and Hoist	With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with the other historic mining-related features in the immediate vicinity.	The headframe, shaft, and hoist are all still present at the site. The headframe collapsed in 2018 and now lies on its side near the other resources. The metal structural members of the headframe are deformed as a result of the collapse. A wood fence has been erected around the headframe, shaft, and hoist to prevent access to the area; this fence replaces a chain-link security fence present in 2000 (Bowes et al. 2000:70). The wood fence blocks view of resources and changes site layout from 2001 configuration. The shaft is no longer operable and is now covered with a metal grate. There is plant growth surrounding the shaft. The hoist, which is in the open, is corroded and the concrete pad has minor amounts of spalling.	If possible, the headframe should be returned to its original upright configuration; however, if returning it to its upright configuration is unfeasible, it should be left as-is. Areas of corrosion on the hoist mechanism should be scraped to a sound surface, and the painted sections should be repainted to match current color scheme. Plant growth should periodically be removed from around the shaft opening. Concrete should be monitored for further deterioration; if deterioration becomes severe or pervasive, it should be repaired using NPS (2007) preservation standards. The current wood fence, which blocks the view of visitors to the site, should be removed and replaced with a fence allowing greater visibility while also providing security, such as a chain-link or metal post fence. Interpretive sign specifically for the Daly-West Mine Headframe, Shaft, and Hoist should be created and installed to meet recommendations in the 2001 HPP Summary. The interpretive sign should explain its original use and the circumstances of its collapse.	The 2001 HPP Summary recommendation relating to the installation of an interpretive sign has not been addressed.

Resource	2001 Work Recommendation (SWCA 2001)	2019 Condition	2019 Treatment Recommendations	2019 Treatment Completion Summary
Daly-West Mine Fire Hydrant Shacks	With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity.	The Fire Hydrant Shacks were subject to a range of conditions, including the following: • Wood shingles and corrugated metal roofing missing and detached from roof • Vertically displaced wood sills and walls • Weathered wood and missing boards on walls • Plant growth against walls and inside building • Missing doors • Rodent holes at foundation • Signs of insect activity (bore-holes) in wood of walls and roof	Detached or missing roofing materials should be reattached or replaced in kind. Foundations should be stabilized for Shacks No. 1 and No. 3. Detached, missing, or deteriorated building elements, such as wood wall boards, should be reattached or replaced in kind. Vegetation should be cleared from around buildings. Doors similar in design and materials to that of Shack No. 1 should be installed for Shacks No. 2 and No. 3. Interpretive sign specifically for the Daly-West Mine Fire Hydrant Shacks should be created and installed to meet recommendations in the 2001 HPP Summary.	The 2001 HPP Summary recommendation relating to the installation of an interpretive sign has not been addressed.
White Pine Mine Log Structure	With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity.	The structure is largely collapsed. The roof is no longer extant, and the logs making up the walls have partially shifted and fallen out of their original configuration. According to the 2000 HPP, this condition was present during the original recordation (Bowes et al. 2000:105). The lower logs were damp at the time of survey. Given that the structure's location is set into a steep slope, moisture may infiltrate down the slope and collect at the sill logs at the rear of the structure. The structure is surrounded by thick vegetation, which may also cause moisture retention.	Methods to divert moisture and runoff from the structure, to dry soil, and to prevent further deterioration of log sills should be considered. Possible methods for doing so include regrading the hill around the cabin to direct waterflow away from the structure and removing low vegetation (such as bushes) surrounding the structure.	The 2001 HPP Summary recommendation relating to the installation of an interpretive sign has been addressed.
Quincy Mine Hoist Plant	With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity.	As noted in the 2000 HPP, the foundation, hoist, and building elements (including scrap metal, bricks, and concrete) remain (Bowes et al. 2000:79–82). All remaining building elements are in poor condition.	Although the condition of the hoist plant is poor, the level of difficulty in stabilizing an already extremely decayed resource likely makes most treatment options unfeasible. Possible treatment options to assist in the long-term preservation of resources include the following: • Trimming back plants to prevent additional damage to building elements and to make existing resources more visible to visitors • Conducting additional archaeological survey of the site to record resources • Implementing treatments to stabilize extant resources, such as repairing concrete or replacing and repointing of brick	The 2001 HPP Summary recommendation relating to the installation of an interpretive sign has been addressed.
Ontario Mine Shaft No. 3	Revegetation of this mine feature will involve, from time to time, broadcasting mulch from the top and bottom of the mine dump. This will be followed by the addition of a seed mix that will consist of species as close to native as possible but focusing on the ability to have sustainable growth and foster soil stability with minimal maintenance. The steepness of the slope of this feature will restrict and lengthen the revegetation process. Stabilization of some of the mine waste will likely be necessary. With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with the other historic mining-related features in the immediate vicinity.	The hoist house, headframe, and shop buildings remain in good condition and are still in use. The hoist remains operable. Slope of waste dump is partially revegetated (approximately 70 percent); portions of the slope remain bare. No serious condition issues (such as erosion) were noted; it is likely that the vegetation prevents or limits erosion.	Revegetation efforts, including the broadcasting of mulch, should continue in order to support ongoing revegetation. Interpretive sign specifically for the Ontario Mine Shaft No. 3 and Waste Dump should be created and installed to meet recommendations in the 2001 HPP Summary. Additional signage describing nonoriginal site elements, such as the square-set timbering and tram tower, would also facilitate interpretation of the Ontario Mine Shaft No. 3.	The 2001 HPP Summary recommendation relating to the installation of an interpretive sign has not been addressed. Revegetation efforts, including the broadcasting of mulch, should continue in order to support ongoing revegetation.
White Pine Mine Waste Dumps	This small mine dump will be mulched and a seed mix that will consist of species as close to native as possible but focusing on the ability to have sustainable growth and foster soil stability with minimal maintenance will be used. With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity.	For the Ridgeline Waste Dump, no serious condition issues (such as erosion) were noted; the flat grade of the dump likely precludes significant erosion. The majority of the Downslope Waste Dump appears to be stable, but a significant erosional gully was observed on the east side of the slope.	Revegetation efforts, including the broadcasting of mulch, should continue in order to support ongoing revegetation. The east side of the Downslope Waste Dump should be regraded to prevent additional or ongoing erosion. Interpretive signs specifically for both waste dumps should be created and installed to meet recommendations in the 2001 HPP Summary.	The 2001 HPP Summary recommendation relating to the installation of an interpretive sign has not been addressed. Slope of Ridgeline Waste Dump is not revegetated; the waste dump remains open and bare of any vegetation. Slope of Downslope Waste Dump is partially revegetated (approximately 30–40 percent). Grasses cover portions of the waste dump, and a number of spruces are also growing on the slope; the majority of the waste dump remains barren.

Resource	2001 Work Recommendation (SWCA 2001)	2019 Condition	2019 Treatment Recommendations	2019 Treatment Completion Summary
Quincy Mine Shaft and Waste Dump	Revegetation efforts at the top of this mine dump have already started. The upper slopes have also been mulched. There is a good population of pine trees on the slope of the dump and efforts to cover the steep slope of the dump have been restricted by the trees. A seed mix that consists of species as close to native as possible but focusing on the ability to have sustainable growth and foster soil stability with minimal maintenance was used. With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity.	The ground above the shaft has subsided, leaving a depression marking the original location of the shaft. No serious condition issues (such as erosion) were noted.	No additional work is recommended at this time.	The 2001 HPP Summary recommendation relating to the installation of an interpretive sign has been addressed. Work recommendations from the 2001 HPP Summary have been fulfilled regarding revegetation. Slope of waste dump is entirely revegetated with grass, forbs, and pine trees.
Diamond-Nemrod Mine Waste Dumps	These mine dumps will be mulched with a seed mix that will consist of species as close to native as possible but focusing on the ability to have sustainable growth and foster soil stability with minimal maintenance. However, access to these sites is limited and the merits of establishing access for the purpose of revegetating the mine dumps will have to be made prior to any work. With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with the other historic mining-related features in the immediate vicinity.	Slope of Diamond Waste Dump is partially revegetated (approximately 30 percent); large portions of the slope remain bare. The exposed sections are likely unvegetated due to the steepness of the slope. Slope of Nemrod Waste Dump is partially revegetated (approximately 50 percent); large portions of the slope remain bare. The exposed sections are likely unvegetated due to the steepness of the slope. A mountain bike trail parallels the northwest side of the slope of Diamond Waste Dump. A large hole (approximately 12 feet in diameter) is present in the ground at the northwest corner of Nemrod Waste Dump; the cause of the hole is unclear but may be mining related. No serious condition issues (such as erosion) were noted.	Revegetation efforts, including the broadcasting of mulch, should continue in order to support ongoing revegetation. Interpretive signs specifically for both waste dumps should be created and installed to meet recommendations in the 2001 HPP Summary.	The 2001 HPP Summary recommendation relating to the installation of an interpretive sign has not been addressed for either waste dump. Work recommendations from the 2001 HPP Summary have been partially fulfilled regarding revegetation.
American Flag Mine Waste Dump	Revegetation of this mine feature will involve, from time to time, broadcasting mulch from the top and bottom of the mine dump. This will be followed by the addition of a seed mix that will consist of species as close to native as possible but focusing on the ability to have sustainable growth and foster soil stability with minimal maintenance. The steepness of the slope of this feature will restrict and lengthen the revegetation process. Stabilization of some of the mine waste will likely be necessary. With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with the other historic mining-related feature s in the immediate vicinity.	Slope of waste dump is partially revegetated (approximately 50 percent); the rest of the slope remains bare. No serious condition issues (such as erosion) were noted; it is likely that the vegetation and the rock retaining wall at the base of the slope prevent or limit erosion.	Revegetation efforts, including the broadcasting of mulch, should continue in order to support ongoing revegetation.	The 2001 HPP Summary recommendation relating to the installation of an interpretive sign has been addressed. Work recommendations from the 2001 HPP Summary have been partially fulfilled regarding revegetation.
Little Bell Mine Waste Dump	This feature has been partially revegetated. Efforts will continue by adding mulch and available soil to the surface. A seed mix that will consist of species as close to native as possible but focusing on the ability to have sustainable growth and foster soil stability with minimal maintenance will be used. With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature describe its relationship with other historic mining-related features in the immediate vicinity.	Slope of waste dump is mostly revegetated (approximately 90 percent) with grass and low forbs. No serious condition issues (such as erosion) were noted.	No additional work is recommended at this time.	The 2001 HPP Summary recommendation relating to the installation of an interpretive sign has been addressed. Work recommendations from the 2001 HPP Summary have been mostly fulfilled regarding revegetation.

Resource	2001 Work Recommendation (SWCA 2001)	2019 Condition	2019 Treatment Recommendations	2019 Treatment Completion Summary
Daly-West Mine Waste Dump	Revegetation of this mine feature will involve, from time to time, broadcasting mulch from the top and bottom of the mine dump. This will be followed by the addition of a seed mix that will consist of species as close to native as possible but focusing on the ability to have sustainable growth and foster soil stability with minimal maintenance. With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity.	The dump has been regraded. Portions of the waste dump are in use as dirt roads. The dump has also been regraded for use as a ski slope. An artificial stream and pond have been constructed on the west side of the dump. No serious condition issues (such as erosion) were noted; it is likely that the vegetation prevents or limits erosion.	Interpretive sign specifically for the Daly-West Mine Waste Dump should be created and installed to meet recommendations in the 2001 HPP Summary. Due to the partial revegetation and the use of portions of the waste dump for ski runs and roads, no additional revegetation efforts are recommended.	The 2001 HPP Summary recommendation relating to the installation of an interpretive sign has not been addressed. Slope of waste dump is partially revegetated (approximately 50 percent); the rest of the slope remains bare.
Flagstaff Mine Waste Dumps	A seed mix that will consist of species as close to native as possible but focusing on the ability to have sustainable growth and foster soil stability with minimal maintenance will be used. With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature describe its relationship with other historic mining-related features in the immediate vicinity.	Per initial direction from EPMOA, this site was not included in field survey. Subsequent ownership review determined that portions of the mine dumps for this mine are on lands subject to the Flagstaff Development Agreement. EPMOA advises that revegetation efforts have not been completed on this site and interpretive signage has not been installed.	Interpretive sign specifically for the Flagstaff Mine Waste Dumps should be created and installed to meet recommendations in the 2001 HPP Summary. Revegetation efforts, including the broadcasting of mulch, should continue in order to support ongoing revegetation.	The 2001 HPP Summary recommendation relating to the installation of an interpretive sign has not been addressed. Work recommendations from the 2001 HPP Summary have not been fulfilled regarding revegetation.
Naildriver Mine Waste Dump	This mine dump will be mulched and a seed mix that will consist of species as close to native as possible but focusing on the ability to have sustainable growth and foster soil stability with minimal maintenance will be used. However access is restricted and an evaluation will need to be completed to assess the merits of establishing access to the mine dump to revegetate it. With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity.	Per initial direction from EPMOA, this site was not included in field survey. Subsequent ownership review determined that portions of the mine dumps for this mine are on lands subject to Flagstaff Development Agreement. EPMOA advises that revegetation efforts have not been completed on this site and interpretive signage has not been installed.	Interpretive sign specifically for the Naildriver Mine Waste Dump should be created and installed to meet recommendations in the 2001 HPP Summary. Revegetation efforts, including the broadcasting of mulch, should continue in order to support ongoing revegetation.	The 2001 HPP Summary recommendation relating to the installation of an interpretive sign has not been addressed. Work recommendations from the 2001 HPP Summary have not been fulfilled regarding revegetation.
Daly Mine No. 1 Waste Dump	Revegetation efforts have already begun on this mine site. A mulch has been spread over the dump and a seed mix used that contained species as close to native as possible but focusing on the ability to have sustainable growth and foster soil stability with minimal maintenance. With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity.	Stands of aspen and spruce, along with bushes and forbs, cover the entire slope. Due to recontouring, recent residential development to the northeast, and revegetation, the slope is no longer easily identifiable as a waste dump. No serious condition issues (such as erosion) were noted; it is likely that the vegetation prevents or limits erosion.	Interpretive sign relating specifically to the waste dump should be created and installed to meet recommendations in 2001 HPP Summary.	The 2001 HPP Summary recommendation relating to the installation of an interpretive sign has not been addressed. Slope of waste dump is almost entirely revegetated (approximately 90–100 percent).
Anchor (Daly-Judge) Drain Tunnel	With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity.	Some evidence of water infiltration (such as staining and minor cracks in concrete) is present, but no evidence of significant or ongoing damage is visible. The shed-roofed portal protecting the entrance to the tunnel was installed in 2008 (as evidenced by the date inscribed on the metal posts supporting the roof); roofline partially obscures historic inscription panel over tunnel entrance. Tunnel continues to be maintained by the municipality as part of Park City’s culinary water system.	Interpretive sign explaining the history and function of the tunnel in relation to the Judge, Anchor, and Daly Mines and its ongoing function as the water source for Park City should be created and installed to meet recommendations in the 2001 HPP Summary.	The 2001 HPP Summary recommendation relating to the installation of an interpretive sign has not been addressed.
Daly Mine No. 2 Shaft	Much of this mine feature has been covered. A thick soil cover will be placed on this mine dump. This will be followed by the addition of a seed mix that will consist of species a close to native as possible but focusing on the ability to have sustainable growth and foster soil stability with minimal maintenance. With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity.	The Daly Mine No. 2 Shaft could not be found during survey.	For work recommendations, the 2001 HPP Summary conflates the Daly Mine No. 2 Shaft with the Daly Mine No. 1 Waste Dump. Interpretive sign specifically for the Daly Mine No. 1 Waste Dump should be created and installed to meet recommendations in the 2001 HPP Summary. Given the distance between the estimated locations of the Daly Mine waste dump and shaft, the unclear present location of the shaft, and the lack of extant resources, no separate interpretive sign for the Daly Mine No. 2 Shaft needs to be installed. The installation of a sign for the Daly Mine No. 1 Waste Dump that incorporates a discussion of the shaft will adequately meet the 2001 HPP Summary recommendations.	The 2001 HPP Summary recommendation relating to the installation of an interpretive sign has not been addressed.

Resource	2001 Work Recommendation (SWCA 2001)	2019 Condition	2019 Treatment Recommendations	2019 Treatment Completion Summary
Anchor Mine Waste Dump	Some revegetation has already taken place on this mine feature. This is one of the largest mine features in the Flagstaff Project. The steep long slopes of the mine dump will make any revegetation efforts difficult. The surface of the dump will be covered with soil as it is available. The top of the steep slopes will be mulched and seeded with a mix that will consist of species as close to native as possible but focusing on the ability to have sustainable growth and foster soil stability with minimal maintenance. With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity.	Terracing was observed on the slope; the cause is unclear but may be intentional and represent regrading. No serious condition issues (such as erosion) were noted.	No additional work is recommended at this time.	The 2001 HPP Summary recommendation relating to the installation of an interpretive sign has been addressed. Slope of waste dump is almost entirely revegetated (approximately 90 percent) with low grass. The exposed sections are likely unvegetated due to the steepness of the slope.

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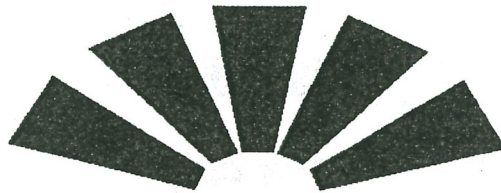
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APPENDIX A

2001 Historic Preservation Plan Summary: Exhibit 6



FLAGSTAFF MOUNTAIN RESORT
A PLANNED RESORT COMMUNITY
DEER VALLEY, UTAH

HISTORIC PRESERVATION PLAN
EXHIBIT 6

MAY 2001
REVISED AND APPROVED DECEMBER 2001

PREPARED FOR:
FLAGSTAFF MOUNTAIN PARTNERS
P.O. BOX 1450
PARK CITY, UTAH

HISTORIC PRESERVATION PLAN

Prepared for

FLAGSTAFF MOUNTAIN RESORT

Plan Summary

Exhibit 6

May 2001

Revised and Approved December 2001

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EXECUTIVE SUMMARY

The Historic Preservation Plan dated August 2000 is a 127-page detailed document produced for Flagstaff Mountain by SWCA, Inc., Environmental Consultants. The document describes in great depth the history of the area and the historic sites found within the Flagstaff Mountain Annexation Boundary.

Accompanying this plan summary is a chart that reviews the same information in an abbreviated format. It includes a brief description of every important site within the Boundary, together with a short history, an overview of the existing conditions, and recommendations for preservation work associated with each. Additionally, the chart includes information regarding a proposed phasing timeline for restoration or remediation of the sites together with a proposed signage format.

Figure A is a map depicting the Historic Sites and is intended as an aid to the reader in locating each site within the Flagstaff Mountain Annexation Boundary.

Concurrent with the first CUP authorizing construction of residential units, FMP will submit to Staff a plan detailing the repairs and stabilization of the historic structures and public protection plan for these structures and mining features. The maintenance and ongoing protection efforts for those buildings, which are not part of an ongoing operation, will become the responsibility of the master homeowners association.

FLAGSTAFF MOUNTAIN

Historic Sites and Preservation Plan

CHART – 5 PAGES

NAME	HISTORY	DESCRIPTION	EXISTING CONDITIONS	WORK RECOMMENDATION
Ontario Mine Shaft No.3	The shaft was used to haul ore and waste rock from the workings and to transport miners and equipment in and out of the mine. It also served as an extra exit point and ventilation shaft.	The No.3 shaft is located in the middle Ontario Canyon, west of and adjacent to State Road 224. The associated complex is situated atop a large historic mine waste dump. All of the surface works were replaced in 1970s and consist of a complex of metal buildings that houses offices, a workshop or garage, concentrator equipment, conveyors, the shaft works, and the Silver Mine Adventure museum in the shaft works building. This site is located on 6.19 acres.	The No.3 shaft and the modern surface works appear to be in good overall condition. Despite the end of the mining activities in the area, the shaft is still operational, and still serves the needs of underground work crews who continually maintain several miles of drain tunnels that supply water to the Park City Culinary water system and to the Jordanelle Water Conservancy district.	Revegetation of this mine feature will involve, from time to time, broadcasting mulch from the top and bottom of the mine dump. This will be followed by the addition of a seed mix that will consist of species as close to native as possible but focusing on the ability to have sustainable growth and foster soil stability with minimal maintenance. The steepness of the slope of this feature will restrict and lengthen the revegetation process. With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity.
Anchor (Daly-Judge) Drain Tunnel	The tunnel and its portal are associated with ventilation, water drainage, ore haulage, and access for equipment, utilities, and employees.	The drain tunnel is located approximately one mile up Empire Canyon. The portals covered extension is directly adjacent to the east wall of the Judge Mining & Smelting Company office building. Access to the tunnel is secured with a hinged steel grating that allows ventilation. A doorway in the changing room in the rear section of the office building connects directly to the tunnel. This opening is covered with steel grating. The portal itself is of concrete construction, and its covered extension is a wood frame structure with galvanized corrugated steel panels.	The portal appears to be in generally good condition. The tunnel is being maintained as part of Park City' culinary water system, and it is assumed that this feature is still structurally sound. However, there are some wooded patches on the east wall of the portal extension that may need to be secured. The condition of the sills and the bottoms of the wooden posts in the east wall is unknown. There are some loose corrugated roofing panels at the northeast corner of the roof of the Judge Mining & Smelting Company Office building, this problem would be addressed by deficiency mitigation work on that structure.	With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity.
Judge Mining & Smelting Company Office	The building housed administrative offices for the Judge Mining & Smelting Company operations, which include mining, milling, and smelting operations, and their continued maintenance. It also provided shower and lavatory facilities for mine workers.	The office is located adjacent to the extension of the Anchor (Daly-Judge) Drain tunnel portal. It is a simple, front-gabled, one-story, concrete-walled structure that is divided into two functional areas. The front section was used as an office and is subdivided into six rooms. The rear section consists of a large Changing Room for miners that connects with the Anchor (Daly-Judge) Drain tunnel via a doorway in its east wall. A small shedroofed extension on the west side of the building serves as an entry to the rear section.	All of the building's walls, plus at least one internal wall, are constructed of poured concrete. The exterior walls are finished with stucco, which shows no obvious evidence of paint and retains its natural appearance. The stucco appears to be original and has the logo "J.M. & S. Co. -1920" incised into the front gable above to the original entrance. All of the windows, with the exception of three windows on the east wall of the Changing Room, are wood-framed, double-hung windows, without counterweights or springs. The building appears to be in fair condition, but is in need of some repairs.	The building site will be cleaned of debris in summer 2001. With the first phase of Flagstaff development the restoration of the building will be initiated, interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity. After restoration, the building is anticipated to serve as office and recreation uses for the Flagstaff development.

NAME	HISTORY	DESCRIPTION	EXISTING CONDITIONS	WORK RECOMMENDATION
Explosives Bunker	The bunker was used to store explosives, which is clear from the large incised sign on the façade.	This feature is located against a hillside, a few hundred feet north of the Judge Mining & Smelting Company office building. It consists of a concrete explosives bunker that appears to have been used by the Judge Mining & Smelting Company.	This bunker appears to be in excellent condition and unaltered, with the possible exception of some hasps or locking hardware that might be original, but could have been welded to the steel door at a later date. However, the interior of the structure was not available for inspection, so its condition is unknown.	With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity.
American Flag Mine Waste Dump	This dump represents the discarded waste rock that was removed from a mine in order to access high-grade ore deposits.	This feature is located one mile up Empire Canyon, on the east side of the canyon and opposite the site of the Daly-Judge Mill. Very little remains of the American Flag Mine itself, although it may have some potential to yield archaeological remains. This site is located on .60 acres.	The basic form of the waste dump has been significantly altered by landslides and other activities in the area. Vegetation has been growing up on portions of the dump.	Revegetation of this mine feature will involve, from time to time, broadcasting mulch from the top and bottom of the mine dump. This will be followed by the addition of a seed mix that will consist of species as close to native as possible but focusing on the ability to have sustainable growth and foster soil stability with minimal maintenance. The steepness of the slope of this feature will restrict and lengthen the revegetation process. Stabilization of some of the mine waste will likely be necessary. With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity.
X Daly Mine No.1 Waste Dump	This dump represents the discarded waste rock that was removed from a mine in order to access high-grade ore deposits.	The dump is located in upper Empire Canyon, About a half mile further up the canyon than the Anchor (Daly-Judge) Drain Tunnel portal. This site is located on .51 acres.	This basic form of the waste dump remains intact. Some recontouring has taken place in portions of the dump. It is a highly visible feature of a mining land landscape. Vegetation has grown up on portions of the dump, although there is still a small amount of bare material exposed to view.	Revegetation efforts have already begun on this mine site. A mulch has been spread over the dump and a seed mix used that contained species as close to native as possible but focusing on the ability to have sustainable growth and foster soil stability with minimal maintenance. With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity.
X Daly Mine No.2 Shaft	The shaft was used to haul ore and waste rock from the workings and to transport miners and equipment in and out of the mine. It also served as an extra exit point and ventilation shaft.	The shaft is located in upper Empire Canyon, About a half mile further up the canyon than the Anchor (Daly-Judge) Drain Tunnel portal. Little remains today from these operations, except some scattered rock foundations or retaining walls, composed of coursed and uncoursed rough stone.	The rock walls are in poor condition and the area has been heavily disturbed.	Much of this mine feature has been covered. A thick soil cover will be placed on this mine dump. This will be followed by the addition of a seed mix that will consist of species as close to native as possible but focusing on the ability to have sustainable growth and foster soil stability with minimal maintenance. With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity.
Daly - West Mine Headframe, Shaft and Hoist	The headframe, shaft, and hoist was used to haul ore and waste rock from the workings and to transport miners, equipment, and supplies in and out of the mine. It also served as an extra exit point and ventilation shaft.	The headframe, shaft, and hoist are located in upper Empire Canyon, about a quarter of a mile above the Daly No.2 Shaft.	These features are still in operable condition and are maintained as an emergency exit and ventilation source for the drain tunnels.	With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity.

FLAGSTAFF MOUNTAIN
Historic Sites and Preservation Plan - CHART

NAME	HISTORY	DESCRIPTION	EXISTING CONDITIONS	WORK RECOMMENDATION
Daly - West Mine Fire Hydrant Shacks	These features provided sources of pressurized water for fire fighting or other purposes.	These three fire hydrant or water connection shacks are located at the Daly-West Mine, just upslope from the headframe. One shack has a fire hydrant inside and the others have smaller water pipes and valves. All are painted red with white trim, perhaps as a requirement to indicate their function as water sources for fire fighting.	Other than some missing galvanizing roofing panels and typical weathering, these sheds are in reasonably good condition and do not appear to have been significantly altered over time.	With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity.
Daly - West Mine Waste Dump	The dump represents the discarded waste rock that was removed from a mine in order to access high-grade ore deposits.	This feature is a large waste dump in the middle part of the Empire Canyon that is associated with the Daly-West mine. This site is located on 14.55 acres.	This basic form of the waste dump remains intact. Some recontouring has taken place in portions of the dump. It is a highly visible feature of a mining land landscape. Vegetation has grown up on portions of the dump, although there is still a large amount of bare material exposed to view.	Revegetation of this mine feature will involve, from time to time, broadcasting mulch from the top and bottom of the mine dump. This will be followed by the addition of a seed mix that will consist of species as close to native as possible but focusing on the ability to have sustainable growth and foster soil stability with minimal maintenance. With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity.
Quincy Mine Hoist Plant	The boiler and hoisting engine were used to operate the Quincy Mine shaft equipment, which was used to carry miners, equipment, and supplies in and out of the mine workings, and to haul ore out of the mine.	This feature consists of the remains of the hoist plant for the Quincy Mine Shaft. It is located in middle Empire Canyon, just upslope of the Daly-West Mine. A rectangular area and traces of rock foundations define the area that was occupied by the hoist building.	The hoist building is no longer standing, but some pieces of lumber and roofing material can be seen on the ground within the area defined by the hoist building foundations. These items are badly deteriorated and mixed with forest detritus.	With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity.
Quincy Mine Shaft and Waste Dump	The shaft was used to haul ore and waste rock from the workings and to transport miners, equipment, and supplies in and out of the mine. It also served as an extra exit point and ventilation shaft. The dump was used to discard waste rock that was removed from a mine in order to access high-grade ore deposits.	These two features are located in the middle Empire Canyon area, directly above the Daly-West Mine site. Little remains of the shaft, since it has been filled in. However, the fill has settled, and a depression clearly shows where the shaft is located. This site is located on 1.92 acres.	The shaft has been filled in and concavity exists over the filled shaft to suggest its location adjacent to the hoist plant. The basic form of the waste dump remains intact.	Revegetation efforts of the top of this mine dump has already started. The upper slopes have also been mulched. There is a good population of pine trees on the slope of the dump and efforts to cover the steep slope of the dump have been restricted by the trees. A seed mix that consists of species as close to native as possible but focusing on the ability to have sustainable growth and foster soil stability with minimal maintenance was used. With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity.
Little Bell Mine Ore Bin	The ore bin was used for short-term storage and redistribution of ore from the Little Bell mine, sometimes called "staging."	The bunker is located in middle Empire Canyon, on the east-facing slope of the Little Bell Mine waste dump and approximately 175 feet east of the Little Bell Mine shaft. The ore bin is constructed of wood, excepting the steel-and-iron loading gate doors, nails, steel bracing rods, and other fasteners. The footprint of the structure measures 12' x 24'.	The overall effect of the damage to the ore bin is that the entire structure is supported only by the central support posts and cross braces at the front and rear of the structure, making its support base effectively much smaller and creating a precarious and dangerous situation.	With the first phase of Flagstaff development the Little Bell Ore bin will be provided permanent shelter in the form of all weather roofing, and interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity. Additional building stabilization will occur in summer 2001.

FLAGSTAFF MOUNTAIN
Historic Sites and Preservation Plan - CHART

NAME	HISTORY	DESCRIPTION	EXISTING CONDITIONS	WORK RECOMMENDATION
Little Bell Mine Waste Dump	This feature represents the discarded waste rock that was removed from a mine in order to access high-grade ore deposits.	The waste dump is located in middle Empire Canyon adjacent to Little Bell ore bin and shaft and south of the Quincy Mine. The mine shaft has been filled in and very little remains of that feature, but the dump is still visible. This site is located on 2.82 acres.	The dump is essentially unaltered part of a mining landscape. Vegetation has been growing up on portions of the dump, although there is still a considerable area of bare material exposed to view.	This feature has been partially revegetated. Efforts will continue by adding mulch and available soil to the surface. A seed mix that will consist of species as close to native as possible but focusing on the ability to have sustainable growth and foster soil stability with minimal maintenance will be used. With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity.
Diamond-Nemrod Mine Waste Dumps	This feature represents the discarded waste rock that was removed from a mine in order to access high-grade ore deposits.	The dump is located high on the steel hillside above the Daly-West Mine, and are clearly visible from a distance.	The basic form of the dump remains relatively intact. Vegetation has been growing up on portions of the dump, although there is still some bare material exposed to view.	These mine dumps will be mulched with a seed mix that will consist of species as close to native as possible but focusing on the ability to have sustainable growth and foster soil stability with minimal maintenance. However, access to these sites is limited and the merits of establishing access for the purpose of revegetating the mine dumps will have to be made prior to any work. With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity.
Anchor Mine Waste Dumps	This feature represents the discarded waste rock that was removed from a mine in order to access high-grade ore deposits.	The dump is a massive feature located in upper Empire Canyon. It is clearly visible from a great distance and is one of the largest and best preserved of the dumps in Empire Canyon.	The basic form of the dump remains relatively intact. It is a large waste dump and a highly visible part of a Mining land landscape, although there has been major recontouring of the east side of the dump for a ski run. Vegetation has been growing up on portions of the dump, although there is still a considerable area of bare material exposed to view.	Some revegetation has already taken place on this mine feature. This is one of the largest mine features in the Flagstaff Project. The steep long slopes of the mine dump will make any revegetation efforts difficult. The surface of the dump will be covered with soil as it is available. The top of the steep slopes will be mulched seeded with a mix that will consist of species as close to native as possible but focusing on the ability to have sustainable growth and foster soil stability with minimal maintenance. With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity.
White Pine Mine Log Structure	The original purpose of this structure has not been determined. It may have been a residence, or it could have functioned as an administrative building.	The remains of the log structure are located below the White Pine Mine and above the Anchor Mine. The structure consists of a one-room, one-story log building, with a footprint of approximately 16' x 22'. The highest point of the remaining structure is the northwest corner, which is about nine feet above the current ground level.	The roof is missing and may have fallen in. The attic or loft has fallen down, and a few of its remaining structural elements are still visible, mixed in among the debris inside the structure. These components are in poor condition, due to normal processes of weathering and decay.	With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity.
White Pine Mine Waste Dumps	This feature represents the discarded waste rock that was removed from a mine in order to access high-grade ore deposits.	The Ridge-Line Waste Dump is located on a saddle at the ridge line at the top of Empire Canyon. The Downslope Waste Dump is located a short distance downslope and to the north of the ridge-line waste dump. This site is located on .43 acres.	The ridge-line waste Dump has been altered significantly by recontouring operations and other work in the area. The downslope waste dump appears to be intact and in stable condition.	This small mine dump will be mulched and a seed mix that will consist of species as close to native as possible but focusing on the ability to have sustainable growth and foster soil stability with minimal maintenance will be used. With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity.

NAME	HISTORY	DESCRIPTION	EXISTING CONDITIONS	WORK RECOMMENDATION
Flagstaff Mine Shaft	The shaft was used to haul ore and waste rock from the workings and to transport miners, equipment, and supplies in and out of the mine. It also served as an extra exit point and ventilation shaft.	The shaft is located near the top of the Flagstaff Mountain, which lies between Empire Canyon and Ontario Canyon. The shaft has been capped with a concrete slab and very little remains of the mining operation other than its waste dump and some scattered materials.	The structural integrity of the slab is unknown. Some dilapidated fencing surrounds the concrete slab, but is no longer protecting it.	With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity.
Flagstaff Mine Waste Dumps	This feature represents the discarded waste rock that was removed from a mine in order to access high-grade ore deposits.	The dump is located near the top of the Flagstaff Mountain, between Ontario Canyon and Empire Canyon. It is a tall feature, but is spread over fairly wide area around the shaft location. This site is located on 1.07 acres.	The basic form of this waste dump appears to be intact and more or less in its original form. Some vegetation is growing on parts of the waste dump, but there is still a considerable amount of bare material exposed to view.	This mine dump will be mulched and a seed mix that will consist of species as close to native as possible but focusing on the ability to have sustainable growth and foster soil stability with minimal maintenance will be used. With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity.
Naildriver Mine Waste Dump	This feature represents the discarded waste rock that was removed from a mine in order to access high-grade ore deposits.	The dump is located in the eastern portion of the Flagstaff Mountain Resort project area. It is the only remaining historic feature of the Nail Driver Mine. This site is located on .43 acres.	The dump has not been significantly altered. Some vegetation is growing on parts of the waste dump, but there is still a considerable amount of bare material exposed to view.	This mine dump will be mulched and a seed mix that will consist of species as close to native as possible but focusing on the ability to have sustainable growth and foster soil stability with minimal maintenance will be used. However access is restricted and an evaluation will need to be completed to assess the merits of establishing access to the mine dump to revegetate it. With the first phase of Flagstaff development interpretive signage will be installed to explain the history and function of this feature and describe its relationship with other historic mining-related features in the immediate vicinity.

APPENDIX A

FIGURES

Figure 1. Location of Project Area

Figure 2. Open Space

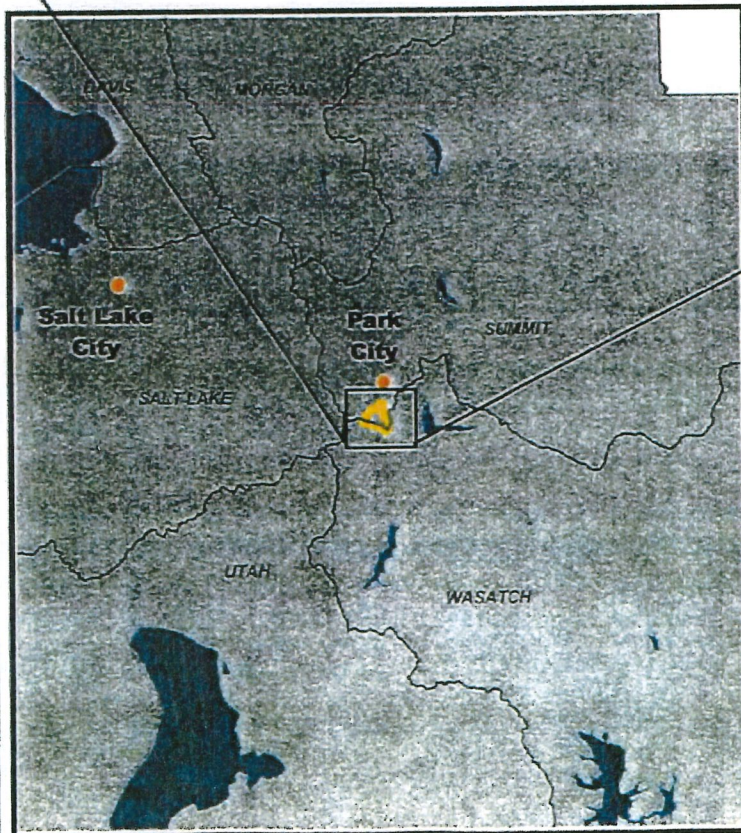
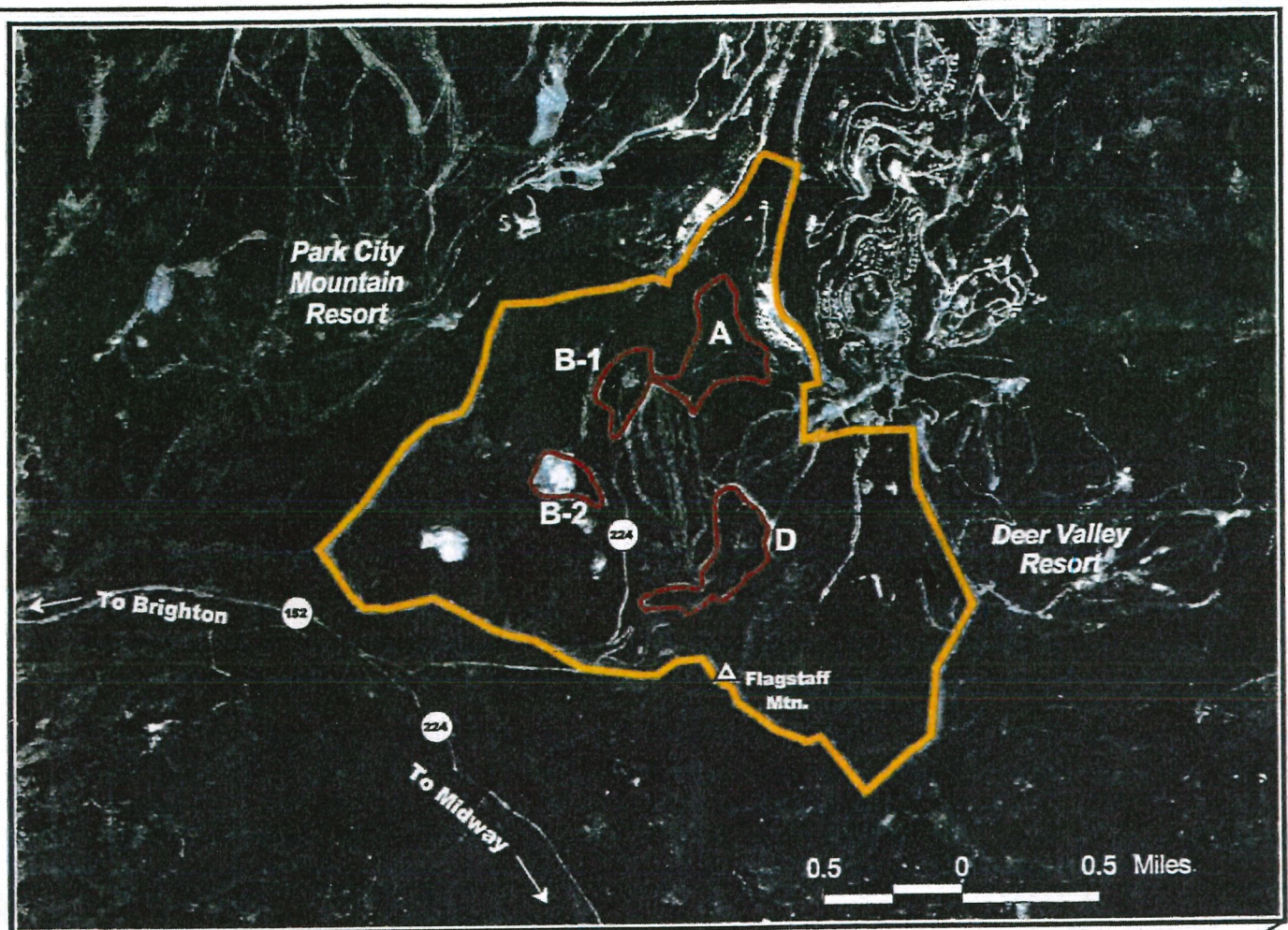


Figure 1. Location of Flagstaff Mountain Resort Plan Area, Summit County, Utah.

SWCA INC.



Figure 2. Open Space

Lift Lines

- ▲ Ski Lift (Existing)
- ◆ Ski Lift (Proposed)
- Project Boundary

Open Space

- Developed Recreational Open Space (DROS)
- Developed Recreational Open Space (DROS)- Centennial Draw Wildlife Management Area
- Lady Morgan Protected Open Space (POS)
- Undeveloped Recreational Open Space (UROS)
- Prospect Ridge Viewshed

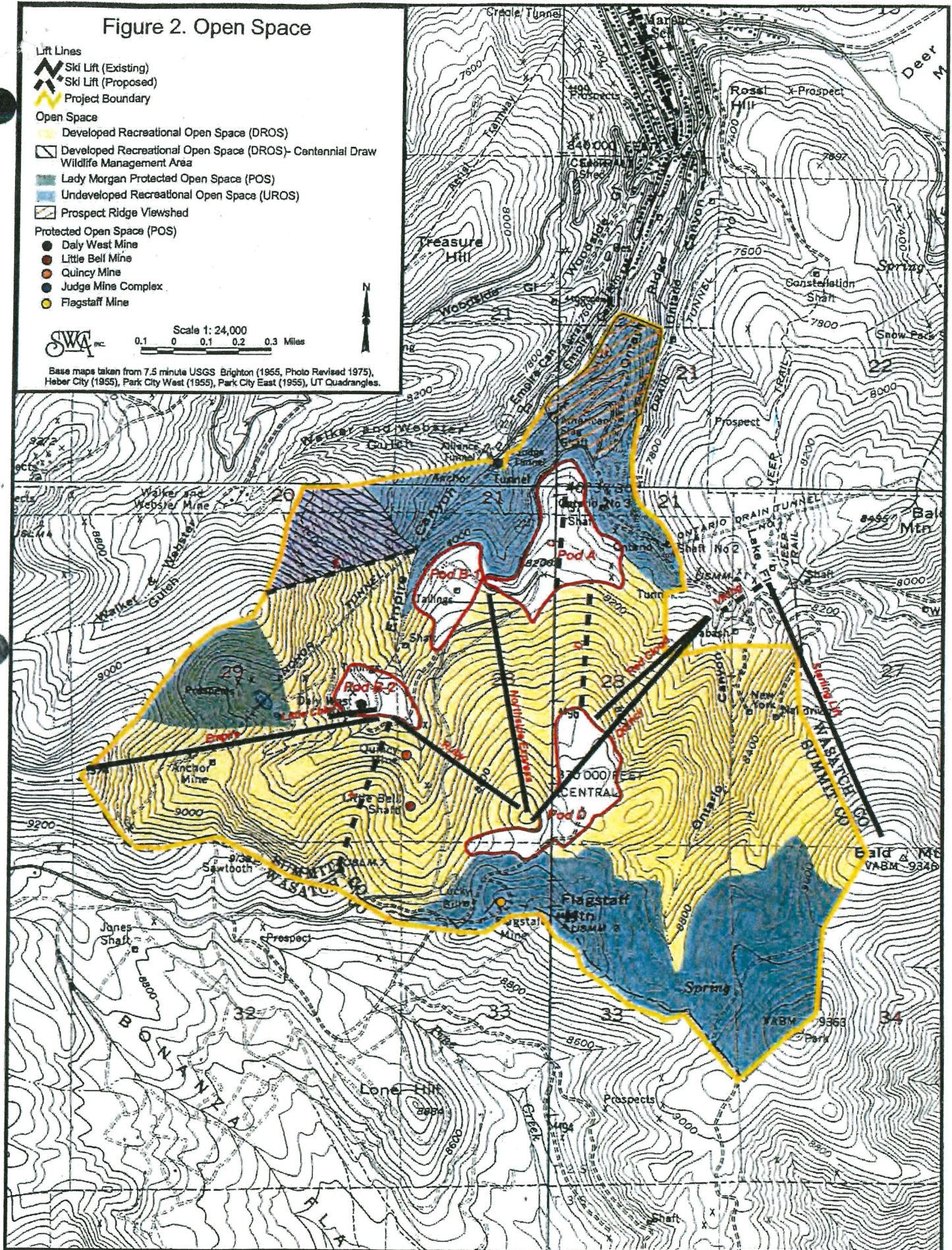
Protected Open Space (POS)

- Daly West Mine
- Little Bell Mine
- Quincy Mine
- Judge Mine Complex
- Flagstaff Mine



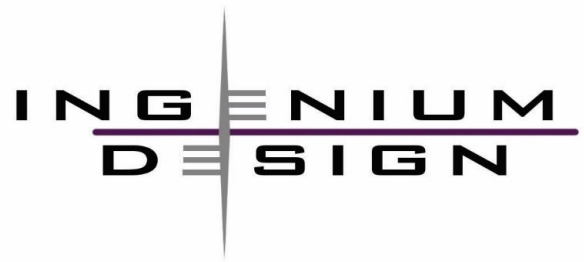
Scale 1: 24,000
0 0.1 0.2 0.3 Miles

Base maps taken from 7.5 minute USGS Brighton (1955, Photo Revised 1975), Heber City (1955), Park City West (1955), Park City East (1955), UT Quadrangles.



APPENDIX B

2019 Engineering Report for Judge Mining and Smelting Company Office



October 9, 2019

JUDGE BUILDING STABILIZATION
19.077

DOUGLAS OGILVY
Empire Pass EPMOA
Park City, UT

RE—STRUCTURAL FINDINGS & RECOMMENDATIONS

DEAR DOUGLAS—

This letter summarizes the findings of our structural observations and calculations for the Judge Mine Office Building. We visited the structure on October 13, 2019 and visually observed the condition of the building and took dimensional field measurements.

Based on our observations and calculations, we have prepared roof repair drawings. These address missing, broken, and overstressed wood purlins and decking. The structural steel trusses have adequate capacity.

The walls on the south end of the structure are tipping towards the west. It appears the soil build up on the east side is pushing the east wall, which is then pushing the west wall by way of the trusses. Because the east wall may be stabilizing the slope, we do not recommend removing the soil in this area, unless a geotechnical engineer assess the slope stability. Additionally, it is unclear if the walls are continuing to move. We therefore recommend monitoring the movement of the walls each year. This can be done by a surveyor, or someone with the necessary knowledge and skill. If the walls show movement over 2-3 inches at the top, we can develop a repair plan.

There is a small, overhang on the west side of the building. The concrete has been eroded here. We do not recommend repair currently, as the concrete is hard in the wall that remains, and the roof framing cantilevers sufficiently to carry the roof loading.

Respectfully,

Paul W. McMullin, SE, PhD
Structural Engineer



GENERAL STRUCTURAL NOTES

A— GENERAL

- 1) Bring conflicts or omissions in the plans and specifications to the immediate attention of the Engineer.
- 2) By submission of bid, the contractor shall acknowledge acceptance of the contract documents as adequate definition of the scope of work. Contractor shall familiarize themselves with all contract documents and conduct a complete field survey. Change orders based on inadequate scope definition will not be accepted.
- 3) Written approval is required for any change to the work. Change approval does not constitute approval of a change order.
- 4) Shop drawing review does not relieve the Contractor, Fabricator, Erector, or other supplier from completing the work in accordance with the plans and specifications.
- 5) Do not scale drawings.
- 6) The Contractor is responsible for means, methods, procedures, techniques and sequences.
- 7) Perform all work in accordance with owner, local, state, and federal safety requirements.
- 8) Time material delivery to ensure uninterrupted work.
- 9) Keep all materials off the ground and protect them from deterioration.
- 10) Do not cut any structural member without written approval from the Structural Engineer.
- 11) Plan installation of new work and any modification of existing work to ensure minimal interference with facility operation. All system shutdowns shall be coordinated with the owner.

B— QUALITY CONTROL

- 1) Report any non-conforming work immediately to the Contractor and Structural Engineer.
- 2) Construct work in a thorough, workmanlike manner, according to the plans and specifications.
- 3) The owner, or owner's agent, shall reject any sub-standard work or material at their sole discretion.
- 4) Check all dimensions and verify all field conditions and existing equipment locations prior to ordering materials or starting work.
- 5) Contractor shall ensure quality of work through in-house means or by hiring a third party.
- 6) Owner shall engage a third party to inspect and test work indicated in the sections below.
- 7) Special inspectors shall be qualified and demonstrate competence to the satisfaction of the building official or owner.
- 8) Distribute inspection and testing reports to the Owner, Contractor, Engineer, and jurisdiction when required, within 5 working days.
- 9) Correct any non-conforming work before continuing with dependent work.
- 10) Observation of construction work by Ingenium Design is not for approval or special inspection.

C— BASIS OF DESIGN

CODES	ASCE 7-16
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The intent of this project is solely to stabilize the roof structure. It does not bring the structure to a condition that makes it inhabitable.

RISK CATEGORY	I
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SNOW LOADS	
Importance Factor <i>I_s</i>	0.80
Ground Snow Load <i>p_g</i>	180 lb/ft ²
Exposure Factor <i>C_e</i>	1.0
Thermal Factor <i>C_t</i>	1.2
Flat Roof Snow Load <i>p_r</i>	121 lb/ft ²
Sloped Roof Snow Load <i>p_s</i>	73 lb/ft ²

D— TIMBER

Conform to the latest edition of the following—
National Design Specification for Wood Construction (NDS)
Manual for Engineered Wood Construction
ASTM D5456 Standard Specification for Evaluation of Structural Composite Lumber Products
AITC A190 American National Standard for Structural Glued Laminated Timber
ASTM AD3737 Standard Practice for Establishing Allowable Properties for Structural Glued Laminated Timber
AWPA U1 and M4

D.1 MATERIALS			
FRAMING MEMBERS			
	Type	Species/MOE	Grade
SAWN LUMBER			
	Dressed Lumber	DF	No. 2
	5x and greater	DF	No. 1
	Studs	DF	Stud
	Blocking/Misc	DF	No. 2
	LVL	2.0 E	F _b =2,750 lb/in ²
	Pressure treat, or wrap in tar paper, timber in contact with concrete, masonry, or soil		

OTHER MATERIALS			
Structural Panels		Typical	Exposure 1
		Outside	Exterior
		High Humidity	Exterior
	Wood Bolts		ASTM A307
	Connection Plate		ASTM A36
	Proprietary Metal Plate Connectors		Simpson™ or approved equal
	Nails	All nails sizes are common	
	Galvanize	Exterior steel	
		Steel in contact with pressure treated lumber	

D.2 CONSTRUCTION			
FRAMING			
	Coordinate openings with other trades		
	Fasteners	Nail as indicated in the plans	
		Follow the IBC minimum nailing requirements where not indicated	

STRUCTURAL PANELS			
	Orientation	Orient long panel dimension perpendicular to framing members	
	Blocking	Block roof and floor panels where indicated	
		Block all wall panels	
	Nailing	Min spacing, 6" at edges, 12" in field	
	Gap	1/8" between panels	
		½" at wall/roof edges	

D.3 QUALITY		
INSPECTION		
	Construction	Construction follows the plans and specifications
	Grade Stamps	Material has grade stamps indicating conformance with the specified material grades above
	nd anchor placement	

E— POST INSTALLED ANCHORS

E.1 STANDARDS
Conform to the latest edition of the following—
ACI Manual of Concrete Practice
ACI 301 Specifications for Structural Concrete
ACI 318 Building Code Requirements for Structural Concrete and Commentary
ACI 355.2 Qualification of Post-Installed Mechanical Anchors in Concrete and Commentary
ACI 355.4 Qualification of Post-Installed Adhesive Anchors in Concrete and Commentary

E.2 MATERIALS			
CONCRETE ADHESIVE ANCHORS			
	Threaded Rod	ASTM F1554	Gr 36, GALV
	Adhesives		
	Hilti	ICC-ES-ESR-3814	HIT-RE 500 V3
	Simpson	ICC-ES-ESR-2508	SET-XP
		IAPMO UES ESR-263	AT-XP

- E.3 CONSTRUCTION
- 1) Use post-installed anchors only where specified in details, or approved in writing.
 - 2) Do not substitute post-installed anchors for cast-in-place anchors unless approved in writing for the specific condition.
 - 3) Alternate manufacturers must be approved in writing by the Structural Engineer prior to use. Alternate submittals must provide minimum capacities equal to or greater than those listed above.
 - 4) Install anchors in strict accordance with ICC Evaluation Reports and manufacturers recommendations.
 - 5) Concrete must be 21 days old before installation of adhesive anchors.
 - 6) Holes in unreinforced masonry shall be drilled with the hammer function off.

- E.4 QUALITY
- 1) Provide special Inspection according to the ICC Evaluation Report and IBC.
 - 2) Test 50% of non-redundant anchors (column, brace, boundary elements, hold-downs) and 10% of redundant elements.
 - 3) Test anchors to the following loads.

CONCRETE ADHESIVE ANCHORS TENSION TEST VALUES			
Bar Size	Anchor Diameter (in)	Embedment (in)	Test Force (pounds)
#3	3/8	6	3,500
#4	1/2	6	7,500
#5	5/8	8	11,000
#6	3/4	9	15,000
#7	7/8	11	20,000
#8	1	12	26,000
#9	1 1/8	14	31,000
#10	1 1/4	16	35,000

For embedments shorter than those listed, reduce the test force by the ratio of the actual embedment to embedment listed above

F— ABBREVIATIONS

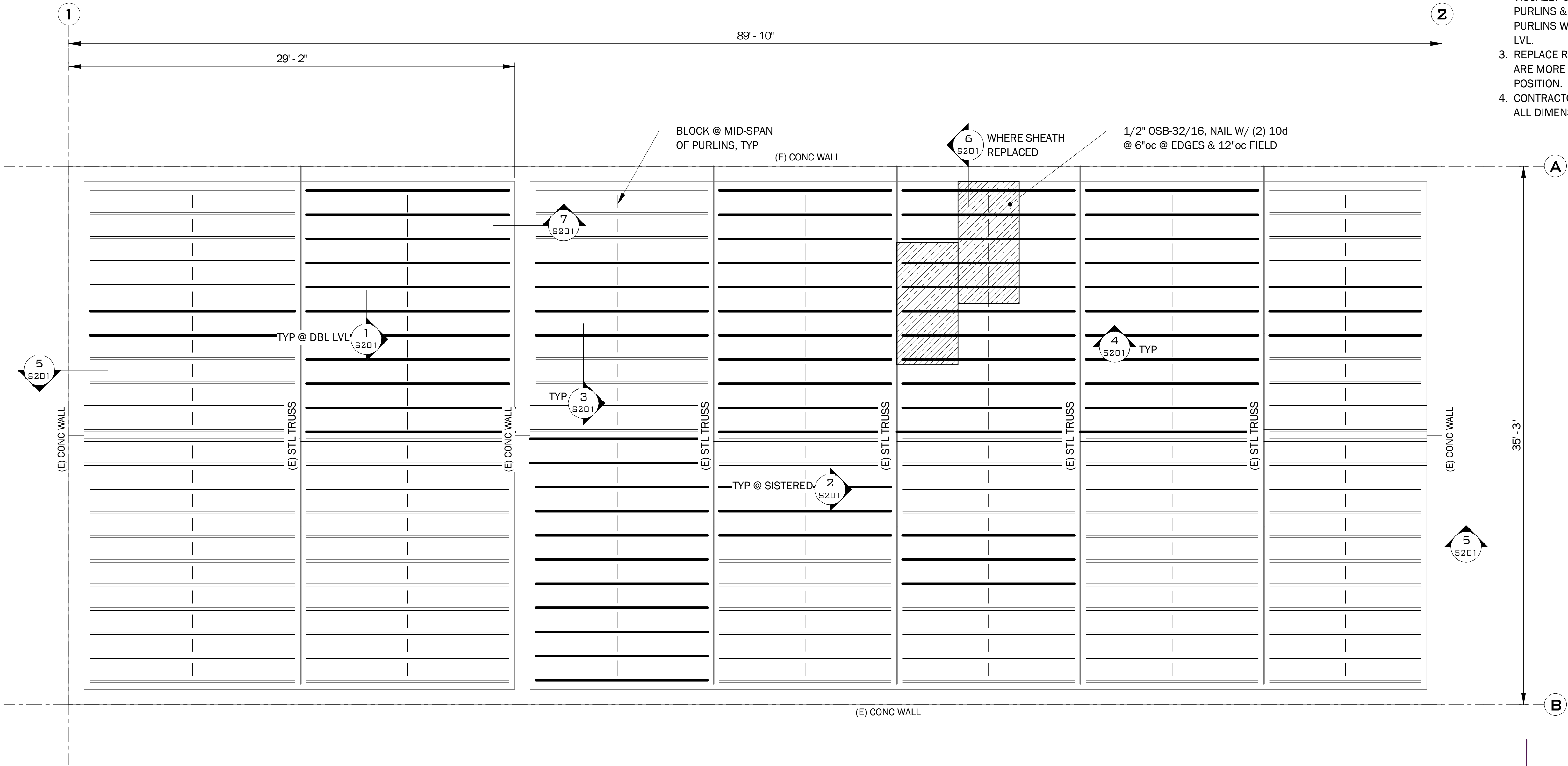
(E)	Existing	HD	Hold Down
AA	Adhesive Anchor	HORIZ	Horizontal
AB	Anchor Bolt	HAS	Headed Stud Anchor
ABV	Above	HVY	Heavy
ADDIT	Additional		
ALT	Alternate	ID	Inside Diameter
		INT	Interior
B/	Bottom of		
B/B	Back to Back	JST	Joist
BLK	Blocking	JT	Joint
BM	Beam		
BN	Boundary Nail	K	kip
BOTT	Bottom	LB	pound
BP	Base Plate	LVL	Laminated Veneer
BRCG	Bracing		Lumber
BRG	Bearing	LW	Lengthwise
BTWN	Between		
		MAX	Maximum
c/c	Center to center	MIN	Minimum
CANT	Cantilever	MISC	Miscellaneous
CJ	Control Joint		
CJP	Complete Joint	NS	Near Side
	Penetration	NTS	Not to Scale
CL	Centerline		
COL	Column	oc	On Center
CONC	Concrete	OD	Outside Diameter
CONN	Connection	OH	Opposite Hand
CONT	Continuous	OPP	Opposite
CONTR	Contractor	OSB	Oriented Strand Board
CTR	Center		
CW	Crosswise	PC	Piece
		PEN	Penetration
DBA	Deformed Bar Anchor	PERP	Perpendicular
DBL	Double	PL	Plate
DCW	Demand Critical Weld	PLF	Pounds per Foot
DET	Detail	PNL	Panel
DIA	Diameter	QTY	Quantity
DIAG	Diagonal		
DIM	Dimensions	R	Radius
DWG	Drawing	REF	Reference
		REINF	Reinforcing
		REQ	Required
EA	Each		
EF	Each Face		
EW	Each Way	SCHD	Schedule
EXT	Exterior	SECT	Section
φ	Diameter	SHTG	Sheathing
		SIM	Similar
FLG	Flange	SP	Spaced
FLR	Floor	SS	Stainless Steel
FND	Foundation	STD	Standard
FS	Far Side	STIFF	Stiffener
FTG	Footing	STL	Steel
FV	Field Verify	SW	Shear Wall
		SYM	Symmetrical
ga	Gage		
GALV	Galvanize	T & B	Top and Bottom
GLB	Glue-Lam Beam	T/	Top of
GMN	General Mech Notes	Thru	Through
GRT	Grout	TYP	Typical
GSN	General Struct Notes		
		UN	Unless Noted
		VERT	Vertical
		W/	With



GENERAL STRUCTURAL NOTES
JUDGE ROOF STABILIZATION
JUDGE MINING & SMELTING BUILDING,
EMPIRE PASS (DEER VALLEY, UTAH)

REV	DESCRIPTION	DATE	BY
0	FOR CONSTRUCTION	2019-10-8	M. GUSTAFSON

PROJECT #: 19_077
PRELIMINARY
DATE: 2019-10-8
DRAWN: M. GUSTAFSON
ENG: P. McMULLIN
PHONE #: 801.413.7672



PLAN NOTES & LEGEND	
	(2) 1 3/4"x5 1/2" LVL NAILED TOGETHER
	(E) 2 1/2"x5 1/2" TIMBER NAILED TO
	(1) 1 3/4"x5 1/2" LVL

- | NOTES |
|--|
| 1. CONTRACTORS BID TO CLEARLY INDICATE QUANTITY OF JOISTS TO BE REPLACED & JOISTS STRENGTHENED. PROVIDE UNIT COST FOR EACH. |
| 2. JOIST REPAIR QUANTITY IS BASED ON FIELD OBSERVATIONS FROM THE GROUND. CONTRACTOR TO VISUALLY OBSERVE ALL (E) PURLINS & REPLACE ANY BROKEN PURLINS WITH (2) 1 3/4"x5 1/2" LVL. |
| 3. REPLACE ROLLED PURLINS THAT ARE MORE THAN 15° OUT OF POSITION. |
| 4. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS. |

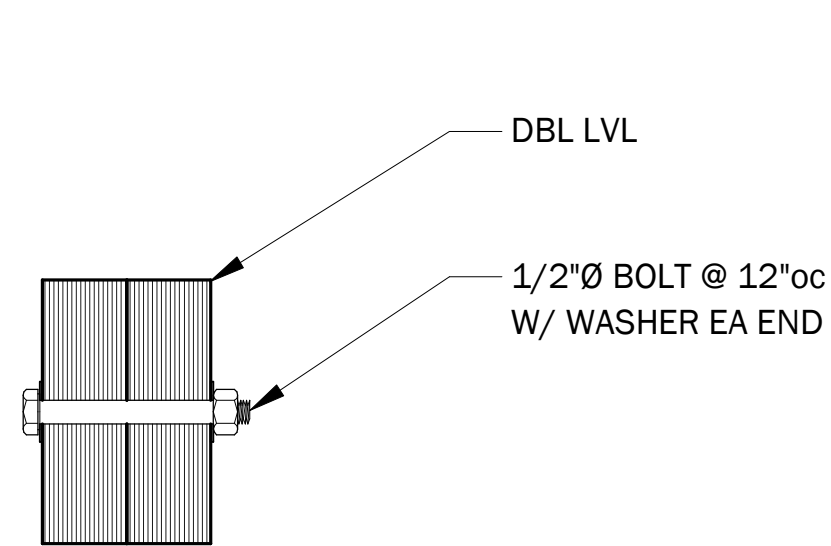
ROOF FRAMING PLAN
JUDGE ROOF STABILIZATION
JUDGE MINING & SMELTING BUILDING,
EMPIRE PASS (DEER VALLEY, UTAH)

THIS IS A PRELIMINARY DESIGN. THIS DRAWING IS THE INTELLECTUAL PROPERTY OF INGENIUM DESIGN. ITS USE IS LIMITED TO THE INDICATED PROJECT. NON-PAYMENT FOR SERVICES VOIDS ITS USE. NOT APPROVED FOR CONSTRUCTION UNLESS SEALED AND HAS A NUMERIC REVISION NUMBER. DESTROY ALL PRINTS BEARING AN EARLIER DATE OR REVISION

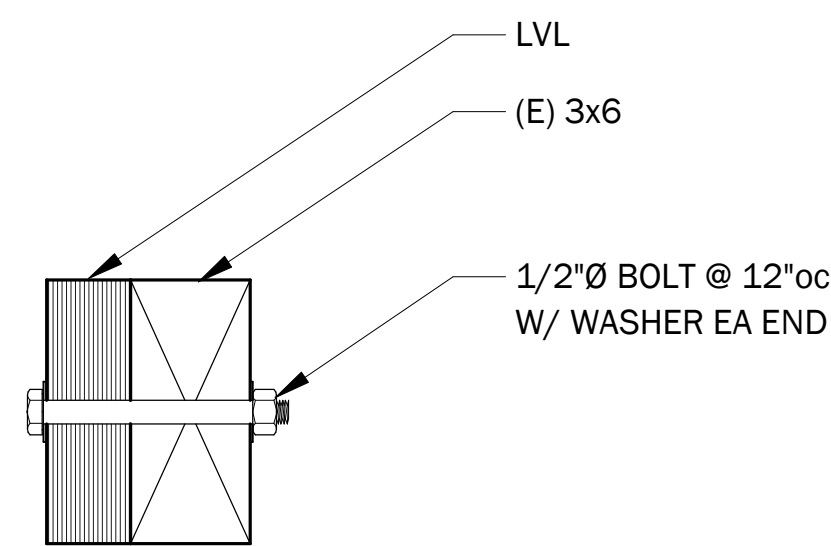
REV	DESCRIPTION	DATE	BY
0	FOR CONSTRUCTION	2019-10-8	M. GUSTAFSON

PROJECT #: 19_077
PRELIMINARY
DATE: 2019-10-8
DRAWN: M. GUSTAFSON
ENG: P. McMULLIN
PHONE #: 801.413.7672

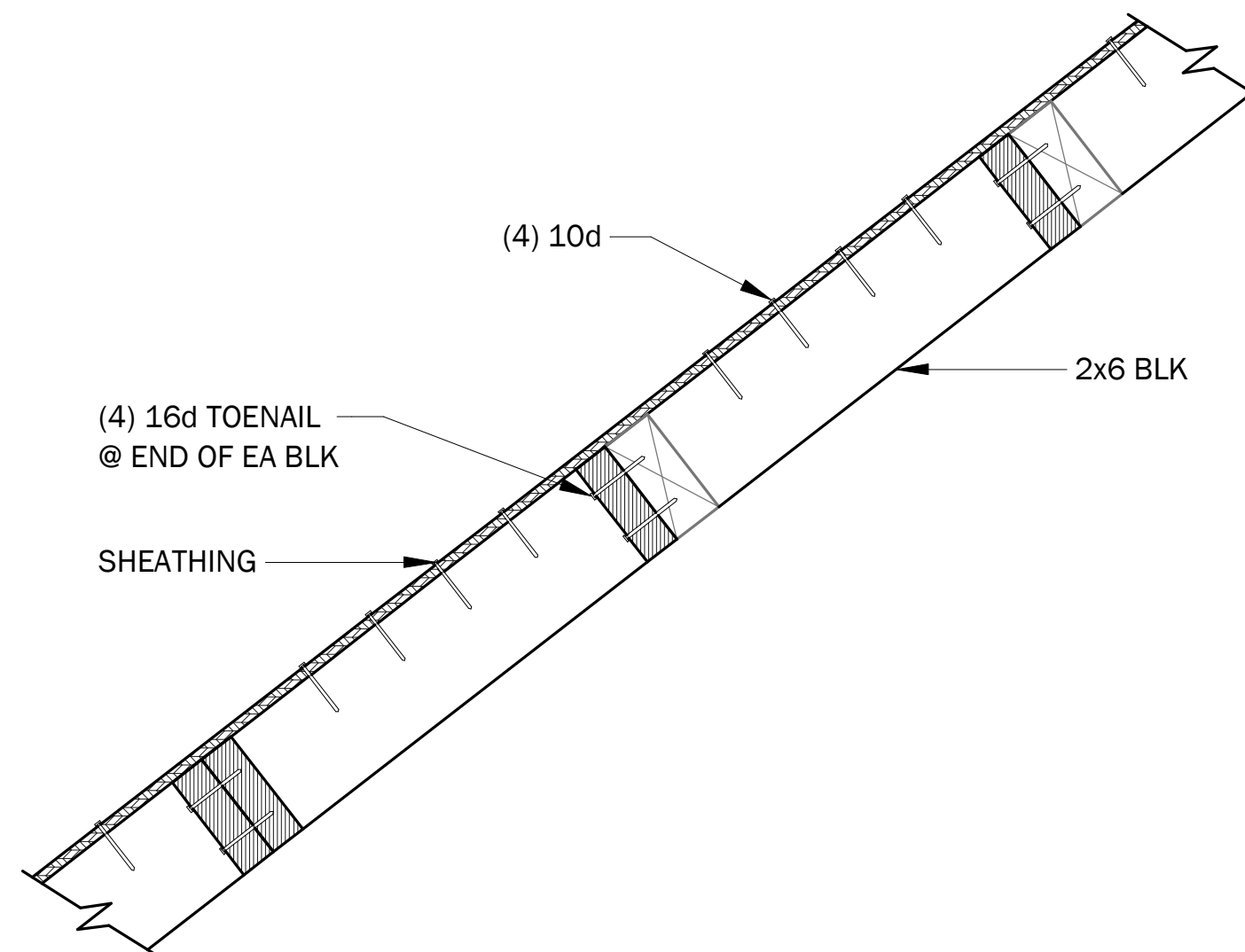




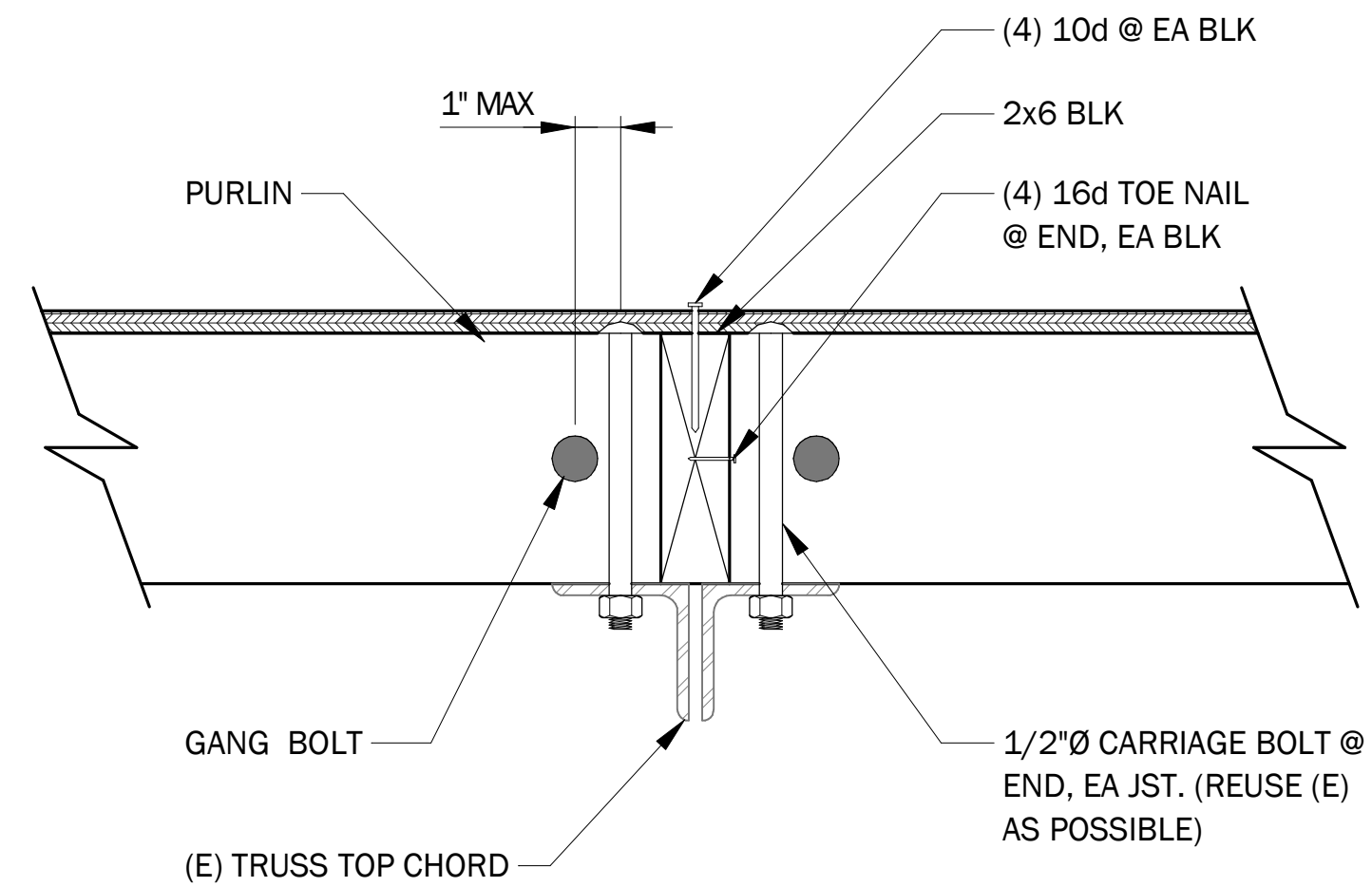
1 GANG @ DOUBLE LVL
S201 NO SCALE



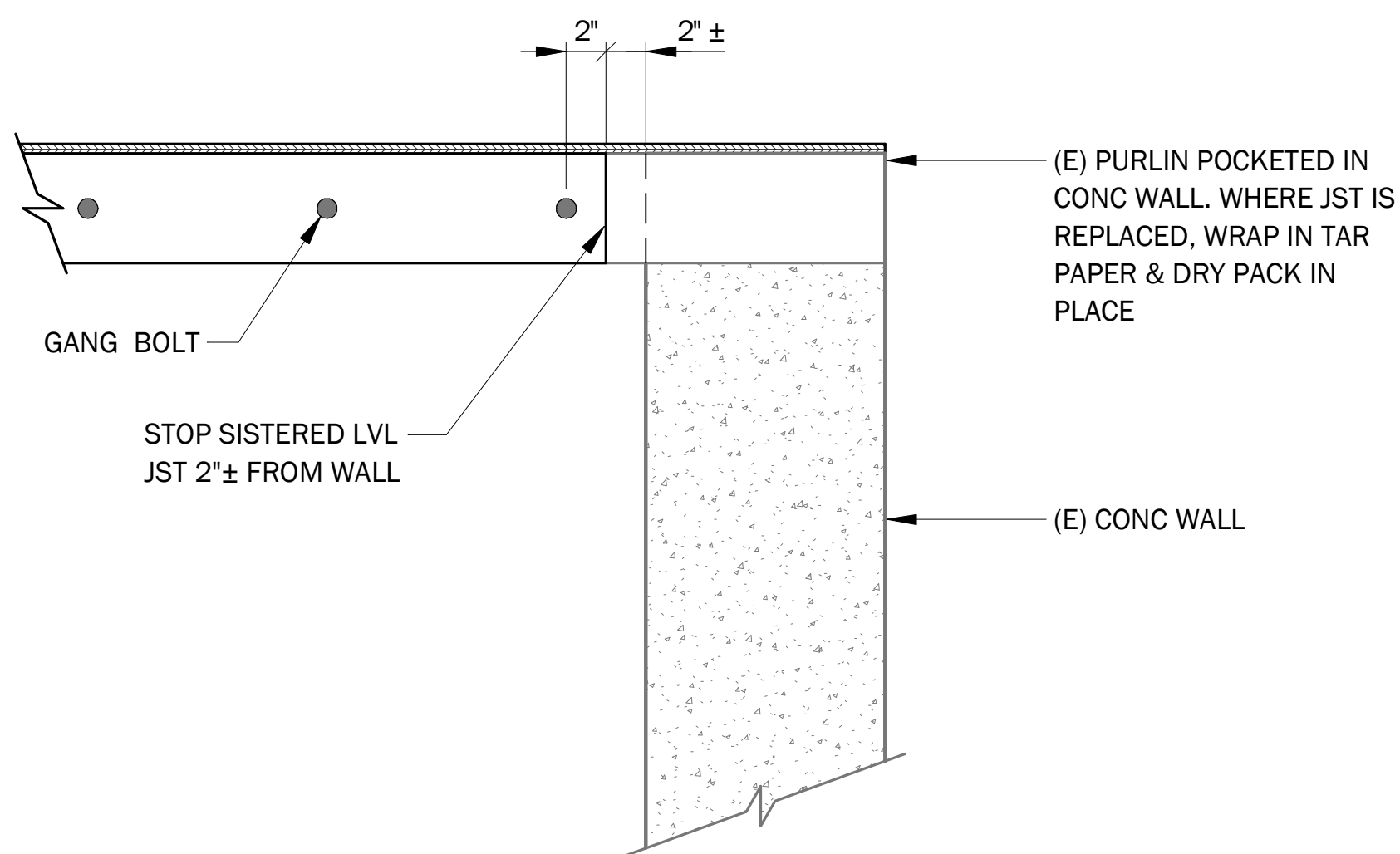
2 SISTER GANG DETAIL
S201 NO SCALE



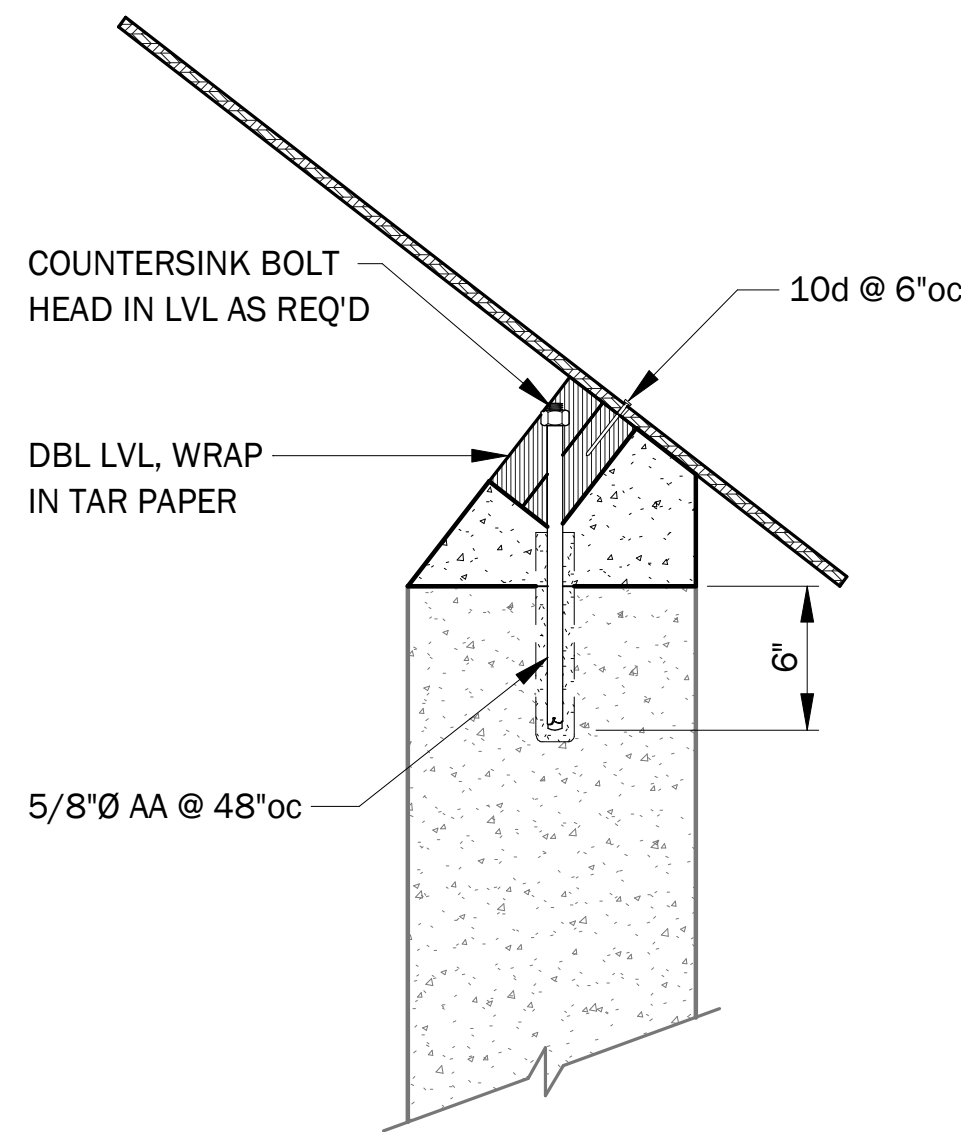
3 TYPICAL BRIDGING
S201 NO SCALE



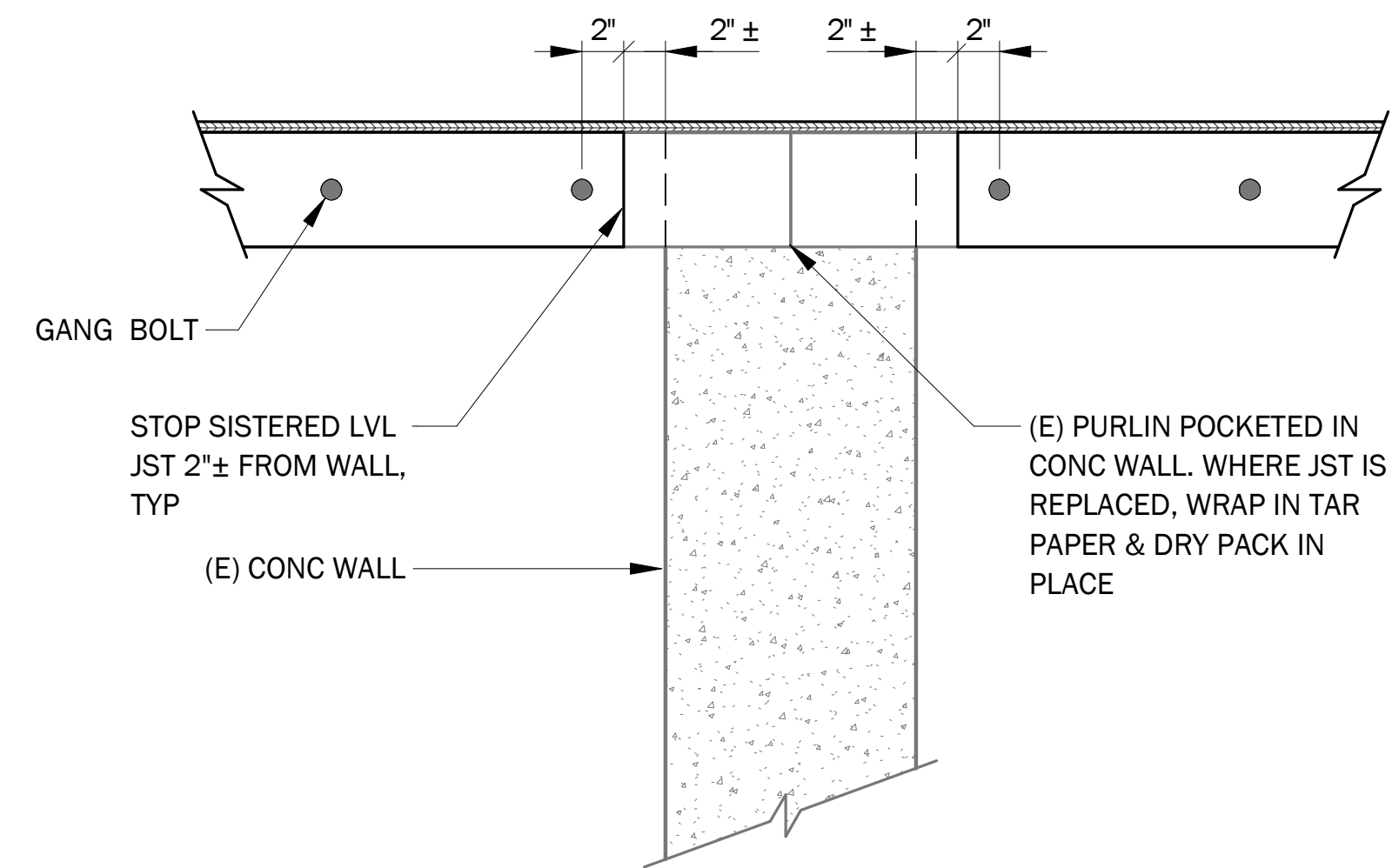
4 PURLIN CONNECTION @ TRUSS
S201 NO SCALE



5 PURLIN PERPENDICULAR TO CONCRETE WALL
S201 NO SCALE



6 JOIST PARALLEL TO CONCRETE WALL
S201 NO SCALE



7 PURLIN PERPENDICULAR TO CONCRETE WALL
S201 NO SCALE



FRAMING DETAILS

JUDGE ROOF STABILIZATION

JUDGE MINING & SMELTING BUILDING,
EMPIRE PASS (DEER VALLEY, UTAH)

REV	DESCRIPTION	DATE	BY
0	FOR CONSTRUCTION	2019-10-8	M. GUSTAFSON

PROJECT #: 19_077
PRELIMINARY
DATE: 2019-10-8
DRAWN: M. GUSTAFSON
ENG: P. McMullin
PHONE #: 801.413.7672

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into effective as of the ____ day of _____, 2020, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and body politic ("City"), and EMPIRE PASS MASTER OWNERS ASSOCIATION, INC., a Utah nonprofit corporation ("Association"), each a "Party" and collectively the "Parties" herein.

Recitals

A. The area known as Empire Pass ("Empire Pass") is a residential mountain development located in Park City, Summit County, Utah, a portion of which is located within the boundaries and jurisdiction of the City.

B. Empire Pass is governed by the covenants, conditions, and easements set forth in that certain *Certificate of Amendment and Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Empire Pass* recorded on December 14, 2004 as Entry No. 719855 in Book 1666 at Page 1054 in the records of the Summit County Recorder, as amended and supplemented from time to time (collectively, "Declaration"). The Association is a Utah nonprofit corporation organized to administer and enforce the terms of the Declaration and to exercise the rights, powers, and duties set forth in the Declaration.

C. Development within Empire Pass is governed by that certain *Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel, and Iron Mountain* entered into by and between United Park City Mines Company, Deer Valley Resort Company, and Park City Municipal Corporation, a third class city of the State of Utah, and recorded on March 2, 2007, as Entry No. 806100 in Book 1850 at Page 1897 in the records of the Summit County Recorder, as amended or supplemented from time to time ("Development Agreement").

D. The Development Agreement required the Developer, as such term is defined in the Development Agreement, to develop a Historic Preservation Plan, which said 127 page Historic Preservation Plan was prepared by SWCA, Inc., on August 2000 and is entitled, *Historic Preservation Plan for Flagstaff Mountain Association, Park City, Summit County, Utah*, as amended or supplemented from time to time including by that certain *Historic Preservation Plan, Exhibit 6* dated May 2001 (and subsequently Revised and Approved December 2001)(collectively, the "Historic Preservation Plan"). The *Historic Preservation Plan, Exhibit 6* dated May 2001 (and subsequently Revised and Approved December 2001)("Exhibit 6") identified historic preservation work needed at 21 historic mining sites within the Flagstaff Mountain Annexation Boundary and specified that the master homeowner association was responsible for maintaining any site that was not part of an ongoing operation.

E. The Parties desire to enter into this Agreement to set forth a plan for the Association to address the Maintenance, as defined herein, needs of certain historic mining sites thereby satisfying the requirements of the Historic Preservation Plan for the time periods set forth herein.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual covenants set forth herein, the Parties agree as follows:

1. Recitals. The Recitals A through E are incorporated herein and made a part hereof.

2. Definition. As used herein, the term “Maintenance” or “Maintain” shall mean the maintenance work required to stabilize a structure to arrest decay but not to stop a structure’s decay completely. The term “Maintenance” or “Maintain” does not require that any work be performed to make a structure habitable or compliant with any code, regulation, statute, or law. The term “Maintenance” or “Maintain” refers to recommended repairs, stabilization and public protection options in Exhibit 6, and does not require that a structure be restored to habitability.

3. Judge Mining & Smelting Building.

(a) Association agrees to cause the following payments to be made, within 30 days of execution of this Agreement as follows: To EPMOA’s segregated Historic Preservation Fund, (“Fund”) from Storied Deer Valley LLC, a Delaware limited liability company (“Storied”), and Redus Park City, LLC, a Delaware limited liability company (“Redus”), the amount of Forty Thousand Dollars (\$40,000.00) each, plus the amount of Twenty Thousand Dollars (\$20,000.00) each from Lot 2 Empire Pass North LLC and Sommet Blanc Residences 1 LLC for a total of One Hundred Twenty Thousand Dollars (\$120,000.00), (collectively the “Developer Contribution”).

(b) City Approval of Open Space/Transit Management Fee Disbursement to Historic Preservation Fund. In consideration of the Association entering into this Agreement, City agrees to forego on a one time basis, One Hundred Twenty Thousand Dollars (\$120,000.00) of “Open Space/Transit Management Fee” (“OSTM Fee”) proceeds which would otherwise be subject release to the City from transactions according to Section 7.15 of the Declaration. OSTM Fee proceeds forgone by City shall be added to EPMOA’s segregated Historic Preservation Fund with Developer Contribution collected by EPMOA per Subsection 3(a) above. The Fund shall be first be used for costs incurred by the Association in completing the roof stabilization and related structure protection work at the Judge M + S building.

(c) The funds in Subsection 3(a) and 3(b) shall be utilized to fund repairs to the Judge M&S building in accordance with the provisions of Section 5 below. Any remaining funds shall be retained for other priorities identified consistent with this agreement and authorized by the Director and agreed to by the Association.

4. Process for Determining Maintenance Work to Be Done on Sites. Each year, the Association agrees to meet with the City’s staff (“Staff”), at a minimum, on or before each March 1st (the “Annual Meeting”) to discuss prior construction season’s Maintenance work and project prioritization and scope of any Maintenance work (“Scope of Work”) to be done during the upcoming construction season on any historic mining sites identified on Exhibit 6, with a priority being those projects identified on Exhibit “A” hereto (“Sites”). The Parties acknowledge that the Sites upon which it was mutually agreed that Maintenance work would take place are not located on land owned by or under long term lease to the Association. Notwithstanding any other provision of this Agreement to the contrary, the Parties agree that this Agreement shall be applicable to those Sites to the extent that legal access is provided to the Association, and as may be required to permit the Association to satisfy its obligations hereunder.

(a) At each Annual Meeting, the Parties shall discuss, at a minimum, the following:

(i) Review of the process, timeline and costs associated with the most recent construction season’s project(s);

- (ii) Determination of Scope of Work, process, responsibility and timeline for documenting and recording the project's work;
- (iii) Determination if additional work is needed for the following year for the recently maintained, stabilized or completed Site(s);
- (iv) Review of potential need to secure any Sites to which no Maintenance work has been done in order to deter vandalism, damage or destruction, or to stabilize such Sites;
- (v) Assessment of remaining funds and identification of funding strategies for the next year's budget;
- (vi) Review and update of projects and Sites;
- (vii) Preparation by the Staff, after consultation with the Association, of an annual report to the Community Development Director;
- (viii) The results of City inspection of the Sites to evaluate their condition and potential work to be performed;
- (ix) Selection of projects for upcoming construction season;
- (x) Communication and coordination, as necessary, with the Park City Historical Society and/or Friends of Ski Mountain Mining History ("FSMMH"); and
- (xi) Determination of the necessary permitting process, including timelines and responsible parties.

(b) After the completion of the meeting, the Parties shall agree on the Scope of Work to be done during the upcoming construction season. If the Parties cannot agree, the matter shall be referred to the City Manager and the Association president. If the Parties still disagree on the upcoming year's Scope of Work, the Parties shall submit the matter to the City Council and Association Board who shall appoint authorized members to conduct mediation. The most recently approved prioritization list shall continue to govern the Fund expenditures until such time as a new scope of work is approved.

5. Performance of Work on Sites.

(a) Upon the agreement by the Parties of the Scope of Work to be undertaken during each construction season, Association shall be responsible for project management, oversight and payment of contractors. Association shall provide City with project accounting at end of each construction season.

(b) Unless otherwise agreed in writing, the Association shall be the contracting party on the mutually agreed Maintenance work on the Sites. The Association may apply its customary policies, procedures and requirements, including without limitation, insurance and workmen's compensation requirements, to all contractors, subcontractors and materialmen working at a Site or accessing a Site through Empire Pass.

(c) In connection with, or prior to, any work being performed, the Association shall submit work plans and cost estimates to a City-employed individual designated by the Staff. Association shall be responsible for processing and payment of invoices for approved Scope of Work. In the event that any work is performed directly by Association, Staff shall review and approve any payments to Association from Maintenance Funds. At its option, the Association may also require lien/payment bond waivers from contractors paid from previous draw requests or disbursements (*e.g.*, lien waivers provided “in arrears”), in accordance with ordinary and customary construction practices.

6. Inspection, Maintenance, and Securing of Sites. The obligation to inspect the Sites for the purposes of this Agreement shall be upon the City, and the Association shall have no obligation to inspect or to monitor the Sites. Each construction season, Association shall diligently pursue the completion of Scope of Work agreed to in the Annual Meeting with Staff. To the extent funds on hand are not sufficient to pay for contemplated annual Scope of Work, the Association and City will agree on a revised “Scope of Work” and estimated cost budget for such Maintenance work for the upcoming year based on funds available, subject to the following terms and conditions:

(a) On an annual basis for ten (10) years, on or before May 1st each year, the Association shall contribute half of the annual amount required to establish a maintenance fund in the amount of Eighty Thousand Dollars (\$80,000.00) (“Maintenance Fund”). In consideration of the Association entering into this Agreement, the City agrees to forego, annually, Forty Thousand Dollars (\$40,000.00) of “Open Space/Transit Management Fee” (“OSTM Fee”) income owed to the City each year from transactions according to Section 7.15 of the Declaration. (This forgone OSTM Fee income is in addition to OSTM Fee income forgone per Section 3(b) above.). OSTM Fee income foregone by City shall be added to the Maintenance Fund and City shall allow the Association to utilize such OSTM Fee money for purposes of discharging the obligations described in this Agreement. The Association shall have the option, in its sole discretion, to pay all or a portion of its annual maintenance contribution in advance, and to credit the amount of prepaid maintenance contributions against the next year’s or years’ maintenance contributions that would otherwise be payable by the Association.

(b) On an annual basis for the ten (10) years commencing 2030, the annual contribution to the Maintenance Fund shall be adjusted as set forth below. On or before the ninth (9th) anniversary of the first maintenance contribution by the Association, the Parties agree to meet to discuss future ongoing funding levels appropriate to continue to satisfy Association’s obligations under Exhibit 6 to the Development Agreement. Unless otherwise agreed, the Association and City annual contribution shall be reduced to \$30,000.00 (\$15,000 each) unless otherwise agreed by the Parties.

(c) The Association shall have the right, but not the duty, to spend monies out of the Maintenance Fund on other historical mining projects other than the Sites so long as such historical mining projects are located within the Flagstaff Annexation Boundary or Empire Canyon watershed and such expenditure is approved in advance by both the Association and the City. After the first ten (10) years, the Association shall have the right, but not the duty, to spend monies out of the Maintenance Fund for open space responsibilities, including funding for the Conservation Easement grantees [City and Summit Land Conservancy] consistent with express purposes of the OSTM pursuant to the Development Agreement, and Open Space Technical Report. The agreement of the Association to spend Maintenance Fund monies on projects beyond those required under the Development Agreement and Historical Preservation Plan shall in no way create any ongoing responsibility for ongoing involvement with such projects.

(d) Maintenance contributions made by the Association for these purposes during this twenty (20) year period which are not spent for such purposes within the calendar year in which they are contributed will be carried over and combined with the maintenance contribution for the following

year, to be applied toward the mutually agreed Scope of Work for the following year, so that yearly maintenance contributions can accumulate to fund larger Maintenance projects, if necessary. Maintenance contributions will be held by the Association in the Maintenance Fund, and disbursed to pay for work upon mutual agreement of the Association and Staff.

(e) Unless otherwise agreed in writing between the Parties, the Association shall be the contracting party for all required Maintenance work to be performed for the agreed twenty (20) year period on Sites, and the Association may require such licenses, bonding, insurance and other conditions and requirements for third parties performing such work on behalf of the Parties as the Association customarily imposes on third party contractors working at Empire Pass. The City shall waive any permit, inspection and other fees applicable to work contracted for by the Association or the City pursuant to this Agreement. Nothing in the Association's status as the "contracting party" shall impose any payment obligations or other financial liability on the Association, except as otherwise expressly set forth herein with respect to the maintenance contribution described above. The Association will use reasonable efforts to solicit three (3) quotes for any third party work and will inform the City Implementation Department of the status of any solicitation for work.

(f) Nothing herein shall be deemed to impose any obligation or legal liability on the Association for Maintenance of Sites, except as expressly provided in the Development Agreement/Historic Preservation Plan and as mutually agreed between the Association and the City, and no ongoing obligations beyond those exist.

7. Obligations of the Parties. The Parties agree that no later than six (6) months after execution of this Agreement by the Parties, the Parties shall have worked in good faith to prepare and shall have executed an updated historic preservation plan identifying outstanding work requirements on the Sites (the "New Exhibit"). The update will take the form of an amendment to Exhibit 6, and require Planning Commission public hearing and approval, and a written acknowledgment of acceptance from both Parties.

8. Long Term Maintenance License(s) and Access Rights. Association and City shall make best efforts to secure long term maintenance and access rights required for Association to perform maintenance work on third party Sites as prescribed in Section 4 of this Agreement. Association will be the initial point of contact with applicable property owners.

9. Open Space Obligations. To clarify management responsibilities assigned under Section 4.4 of *Flagstaff Mountain Resort Open Space Management Plan, Exhibit 5* dated May 2001 (and subsequently Revised and Approved December 2001) ("Exhibit 5"), the Parties hereby agree and acknowledge that the Association is only responsible for managing any open space areas owned by the Association.

10. No Assumption of Environmental Liability. Nothing in this Agreement or in the Association's acting as contracting party for any of the work contemplated by this Agreement, shall be deemed an assumption of, or impose any liability on the Association, financial or otherwise, for any environmental remediation or clean-up related to the Sites, or the pre-existing conditions thereon.

11. Due Authorization and Execution. Each Party hereto represents and warrants to the other Party that execution and delivery of this Agreement has been duly authorized by all necessary action.

12. Successors and Assigns. The terms, covenants and conditions of this Agreement shall be binding on and inure to the benefit of the successors and assigns of the Parties.

13. Notices. All notices under this Agreement must be in writing and delivered to the notice address below (i) by registered, express, or certified mail, (ii) by courier or messenger service, or (iii) by electronic mail with acknowledgement of receipt. Notice is deemed given on the date delivered or attempted but delivery is refused.

If to the Association:

Empire Pass Master Owners Association, Inc.
Attn: President
4188 SR 248
P.O. Box 99 Kamas, Utah 84036

With a copy to:

Douglas C. Shumway, Esq.
Miller Harrison Lawyers
50 W. Broadway, Ste 450
Salt Lake City, UT 84101

If to the City:

Park City Municipal Corporation
PO Box 1480
Park City, Utah 84060
Attention: Planning Department

With a copy to:

Park City Attorney's Office
PO Box 1480
Park City, Utah 84060

Either Party may change its addresses for notices pursuant to a written notice which is given in accordance with the terms hereof. The foregoing notice requirements are subject to the provisions below. As used herein, the term "business day" shall mean any day other than a Saturday, a Sunday, or a legal holiday for which U.S. mail service is not provided. Whenever any date or the expiration of any period specified under this Agreement falls on a day other than a business day, then such date or period shall be deemed extended to the next succeeding business day thereafter.

14. No Third Party Beneficiaries. Nothing in this Agreement is intended to create an enforceable right, claim or cause of action upon any third party that is not a Party to this Agreement, with the exception of the intended third party beneficiaries Redus Park City LLC and Storied.

15. Miscellaneous.

(a) Counterparts; Facsimile Transmission. This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

(b) Due Authorization and Execution. Each Party represents and warrants to the other Party that execution and delivery of this Agreement have been duly authorized by such Party, and that this Agreement is valid and binding upon such Party. This Agreement is subject to approval by the City Council within forty-five (45) days of execution.

(c) No Partnership. The parties do not by this Agreement, in any way or for any purpose, become partners or joint venturers of each other in conduct of their respective businesses or otherwise.

(d) Severability. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

(e) Waivers and Amendments. No provision of this Agreement may be waived to any extent unless and except to the extent the waiver is specifically set forth in a written instrument executed by the Party to be bound thereby. This Agreement may be amended or modified only by an instrument to that effect executed by the parties hereto, and only to the extent expressly set forth therein.

(f) Captions. The captions of each section are added as a matter of convenience only and shall be considered of no effect in the construction of any provision of this Agreement.

(g) Attorneys' Fees. If any Party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing Party shall have and recover against the other Party, in addition to all court costs and disbursements, such sum as the applicable court may adjudge to be reasonable attorneys' fees.

(h) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah.

(i) Time of the Essence. Time shall be of the essence with respect to the performance and observance of the covenants, agreements, terms, conditions and provisions set forth herein.

(j) No Default. Upon their execution of this Agreement, the Parties each acknowledge and agree that neither the Association, nor Redus, nor Storied are in Default under the Historic Preservation Plan. So long as the Parties perform the obligations set forth in this Agreement, including diligently pursuing any additional maintenance or preservation work identified in the New Exhibit with available funding from the Maintenance Fund, there shall be no default under the Historic Preservation Plan.

(k) Interpretation of this Agreement. The Parties agree that the purpose of this Agreement, with its New Exhibit, shall be to modify, clarify and implement the Historical Preservation Plan and to confirm the responsibilities for implementation of the preservation purposes described in the Development Agreement.

[Remainder of page intentionally left blank]

[Signatures on following pages]

EXECUTED AS OF THE DATE FIRST WRITTEN ABOVE.

“CITY”

Park City Municipal Corporation, a Utah
municipal corporation and body politic

By: _____
Mayor

Attest:

By _____
City Recorder

Approved as to Form:

By _____
City Attorney’s Office

“ASSOCIATION”

EMPIRE PASS MASTER OWNERS ASSOCIATION,
INC., a Utah non- profit corporation

By: _____

EXHIBIT “A”

SITES-

a) *Judge Mining & Smelting Company Office*. This structure is owned by a third party that has granted EPMOA a license to permit Maintenance and stabilization efforts. Any Maintenance and stabilization efforts must be within the parameters permitted by the third party owner. The Parties will work together to determine the scope of the required roof repair and other required Maintenance efforts. The Parties agree that the Association’s Maintenance efforts will be limited to the building structure, and that the Association shall not be required to restore the interior in any way or to pursue any adaptive reuse of this structure.

b) *Daly West Headframe*. Deer Valley Resort is under contract to acquire the site in accordance with Exhibit B. Subject to further agreements, access and a license to re-stabilize or otherwise restore the head-frame are anticipated, and the Parties hereby agree the Fund may be considered for such work..

c) *Daly West Mine Fire Hydrant Shacks*. The Parties hereby agree that this structure is still in good condition. There is no apparent need for immediate work other than ongoing Maintenance. Because this structure is owned by a third party, any Maintenance required on this structure is contingent on the Association having secured easements from the third party owner of the structure to perform such repair work.

d) *Little Bell Mine Ore Bin*. The Parties hereby agree that this structure is still in good condition. There is no apparent need for immediate work other than ongoing Maintenance. Because this structure is owned by a third-party, any maintenance required on this structure is contingent on the Association having secured easements from the third-party owner of the structure to perform such repair work.

e) *Interpretive Signs*. The Parties hereby agree that the Association shall install, maintain, and replace those interpretive signs agreed to by the Parties in fulfillment of interpretive signage obligation in the Historic Preservation Plan.

Council Agenda Item Report

Meeting Date: February 27, 2020

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

4:15 p.m. - Discuss Kimball Art Center Request to Amend Arts Festival Contract Terms

Suggested Action:

Review and provide direction regarding Kimball Art Center's (KAC) proposed changes for the Park City Kimball Arts Festival (PCKAF)

Attachments:

[Kimball Art Center Request Staff Report](#)

[Exhibit A: Kimball Proposal Site Map and Letter of Permission from Summit Watch](#)

[Exhibit B: City Analysis of KAC Proposed Changes for Arts Festival](#)

City Council Staff Report

Subject: Kimball Art Center Request to Amend Arts Festival Contract Terms
Author: Jenny Diersen, Special Event & Economic Development Project Manager
Department: Special Events & Economic Development
Date: February 27, 2020
Type of Item: Work Session

Recommendation

Review and provide direction regarding Kimball Art Center's (KAC) proposed changes for the Park City Kimball Arts Festival (PCKAF) outlined in Exhibit A, including:

1. Free the Festival for everyone – eliminate admission for all guests.
2. Expand and restructure Festival Footprint to increase artist booths as revenue offset for eliminating admission, including the following operational changes:
 - a. Expand Use of City Property to include 9th Street.
 - b. Expand Use of Private Property to include Summit Watch (780 Main Street).
 - c. Additional public parking spaces to accommodate increase artist parking in Mawhinney parking lots (48 parking spaces).
 - d. Reroute transit from Park Avenue to Deer Valley Drive (operational by-product of 9th Street request).
3. Add Public Safety to Swede Alley to reduce traffic congestion, Friday morning at 7 a.m. until Sunday at 10 p.m.
4. KAC will continue to implement a third party statistically relevant survey for economic data and track in-state, out of state, local attendance.

An analysis of the operational and mitigation costs are included as Exhibit B. Collectively, these changes are anticipated to considerably increase the cost of City Services (ranging from \$39,000 to \$131,000 above current contract) based upon on Council's direction to proactively and aggressively mitigate special event impacts above required level of service. KAC is not fiscally prepared to take on additional cost; however, if Council is supportive of changes KAC is open to financial negotiations. Staff estimates the direct economic return of increased attendance, estimated at 25% to 30% including up to 15,000 from Utah and 2,280 destination guests, will be \$131,000. This amount would, if correct, offset anticipated mitigation costs.

In order to move forward, staff requires Council direction on event mitigation strategies and associated cost recovery responsibility (KAC, City, or combination of both).

Background

PCMC has a long and successful relationship and [background](#) with the PCKAF. The City holds a [City Service Agreement](#) with KAC, secured in 2016 that runs through the 2021 event. Since the 2016 contract was completed, the special event permit process and community expectations with regard to special event mitigation have changed considerably. In an effort to better align with community goals and expectations, PCMC

and KAC partnered to improve and promote transportation and public safety. During this time, the City has also made significant changes to the transit system including adding increasing parking rates to increase transit ridership, electric fleet and the 10 white route, additional park and rides such as Kimball Junction, Ecker Hill and Kamas commuter, running direct shuttles for 19 hours a day from Homestake Parking Lot for Main Street employees, implementing the TCC (Transportation Command Center), bollard installation for safety and security, adding residential signage and manned neighborhood mitigation points. KAC has added a bike valet and increased private security at the event and aggressively promoted free transportation options. While both parties have made efforts to increase mitigation, the costs continue to rise significantly in order to minimize community impacts.

Council received a preview of KAC's Free the Fest changes at its [December 5 Council meeting](#) (p. 116 to 124)/ [minutes](#) (p.11-13). As a result, Council sought further exploration of the impacts of KAC's proposal, and voiced specific concern regarding expanded use of public property to attract more sponsor presence, and attendance growth, including increased traffic and congestion. Council requested additional community outreach, analysis on potential of increased costs in the context of [better managing Special Event and policy changes adopted in September of 2018](#).

Unless Council supports the proposed Free the Fest event change, the Art Fest will revert back to the [2019 Supplemental Plan](#).

Analysis

KAC's proposed changes create inherent operational changes that are expensive to mitigate properly. Though they are likely to yield positive economic results, greater inclusion, accessibility and participation, they also create additional public safety and transit resources, and may further perpetuate visitation and use of single use vehicle trips. Staff does not anticipate health, safety or welfare impacts.

A full analysis can be found in Exhibit B outlining attendance estimates, additional use of public property and private property, additional outreach efforts, contract terms, costs and responsibility options, and data regarding economic spending and attendance.

Attendance:

KAC believes a 10% attendance growth will result from their proposed changes. They also believe the increase will come from out of state guest, as they feel local and in state attendance has reached its maximum. KAC has adapted their marketing plan to minimize promotion in SLC and drive traffic, with 85% of marketing efforts out of state. Marketing message will focus on quality of artwork including more than 200 juried artists, and ranking of #2 Arts Festival in the Country. KAC has stated that marketing free admission isn't their focus. Staff believes KAC's estimates are too conservative, and an actual attendance increase is more likely between 25% to 30%, including a major shift of more drive traffic coming from the SLC Valley. In addition, staff is concerned that if attendance rises too quickly, locals will decrease participation because of the size of the crowds and associated traffic and congestion.

Expanded Use of City and Private Property

KAC requests to use additional City Property for the Festival including 9th Street and Private Property at Summit Watch to increase artist booths. KAC has not requested additional load-in/out operations, and stated they will submit a programming schedule by May. Staff will require review of an operational plan prior to final approval.

Contract Terms:

Within the requirements of the State Code, Council negotiates the threshold of waived City services costs tied to economic return. Secondary benefits, and negotiated terms, include goals for local attendance, vendor requirements, and other community priorities, such as sustainability and transportation. As a result of KAC request for changes, the contract shall be amended and Council may also consider requests to better achieve their policy objectives. For example, requirement for Park City/local resident attendance, local artist participation, and economic spending and marketing restrictions, and increase operations above required City Services to further mitigate impacts (identified in Exhibit B) all are policy objectives that might be considered.

Attachments

Exhibit A: KAC Formal Proposal, Site Map & Letter of Permission from Summit Watch
Exhibit B: City Analysis of KAC Proposed Changes - Year Over Year Economic and Attendance Data, Proposed Term Sheet and City Costs Analysis

Why Kimball Art Center Wants to Free the Fest

Though Kimball Art Center will forfeit significant and much-needed revenue by no longer charging an admission fee, we feel strongly that some decisions need to be driven by mission rather than money.

Art creates thoughtful dialogue, it opens us up to another person's point of view, and it serves as a much-needed reminder that we can all look at the same thing, and draw radically different conclusions, yet share our thoughts respectfully. Think for a moment about how foreign that sounds. You can't log onto social media or watch the news without people screaming why their view is the right one. But that doesn't happen at an art festival. It is a safe place to welcome new ideas and consider and learn from another person's perspective.

There is no shortage of research outlining the positive benefits of art access — a longer life span, creative thinking skills, increased self-confidence, and joy. But most importantly, art helps us embrace what connects us rather than what divides us. Without question, that's what our country and our community need more than ever.

We know art can unify people. And we know a \$15 entry fee is a barrier to some. Kimball Art Center believes inspiration, connection, and the unifying power of art should not be limited to those who can afford it.

Financial Statement:

Funds raised from the Park City Kimball Arts Festival goes directly back into the community. Here are just a few of the free and low-cost programs, exhibitions, and outreach Kimball Art Center is able to offer because of this annual event:

- [Scholarships for low-income children to participate in art classes and camps.](#)
- [Art education and curriculum in public schools.](#)
- [After-school art programs in area elementary schools.](#)
- [Hands-on instruction for teenagers dedicated to the study and practice of the visual arts.](#)
- [Cross curriculum lesson plans integrating art into core subjects.](#)
- [Access to free and thought-provoking exhibitions in our gallery.](#)

Attendance numbers:

The following data includes the total number of wristbands distributed per year, which is compiled of purchased wristbands, comps, VIP passes, and other means of distribution. Note, these numbers represent the **total number of wristbands for Festival attendees.**

When considering total attendance over the course of the Festival, Kimball Art Center uses best practices to gage the number of repeat visitors. The projected total attendance over the course of the three-day event is noted in sponsorship decks and other promotional materials. The below numbers reflect unique individual ticket holders and do not take into consideration multiple visits to the event.

2016 = 23,854 (3,728 of which were claimed Friday night locals' night)
2017 = 24,931 (4,080 of which were claimed Friday night locals' night)
2018 = 24,329 (4,286 of which were claimed Friday night locals' night)
2019 = 25,221 (5,591 of which were local tickets claimed, good for three days)

***In 2019, a total of 7,243 locals registered in advance for their ticket online, but only 5,591 picked up and redeemed their ticket at the Festival. When looking at actual numbers of**

those who attended the Festival, the overall attendance increase from 2018 to 2019 is less 4%.

Give the relatively flat increase in unique attendees, which includes all of Summit County primary homeowners receiving free admission for the duration of the 2019 Festival, and historical data showing that annually less than 250 people leave once they learn the Festival is a paid event, we do not anticipate significant growth with a free event. At 10% growth, that is only 2,522 additional attendees, which we believe can be absorbed in the remaining \$28,000 fee waiver.

While we appreciate the City's concerns that over time this number will increase, we also know that in time the entire Festival will change given the opening of a new arts and culture district. None of us know yet what that will look like, but if there is significant growth in the next five to six years, Kimball Art Center's new home will provide us the opportunity to evolve.

In the short term, in the unlikely event attendance increases beyond our projected 10%, Kimball Art Center can prove any increase of attendance directly correlates to an increase in economic impact. We also believe attendees will be more likely to purchase goods and services from local businesses when they do not have to budget for an admission fee.

Further, our contract with PCMC expires in 2021. We do not believe in two years attendance numbers will impact our City services fee waiver. In the unlikely event this does happen, we will both have the opportunity to re-evaluate and renegotiate at that time.

2020 Festival Marketing:

Kimball Art Center does not intend overtly promote the festival is free outside of Summit County. To our regional and national audience, the marketing messages will focus on:

- PCKAF is the #2 arts festival in the country
- Number of artists and quality of work
- It's a juried festival
- Plan your Park City getaway and attend the Arts Festival
- Enjoy the free transportation while here

Target audience: Out of state audience likely to travel for arts, typically living in hotter climates (Las Vegas, Phoenix, Dallas, Austin, Houston, Florida, LA, San Diego, etc), \$100,000 household income and greater, affinity for mountain getaways, art, culture, ties to Park City.

Advertising dollars for the Festival are received in the form of grants from a variety of sources, all of which require the advertising dollars to be spent out of state or out of the area. While amounts for 2020 have not been allotted yet, based on our requests and past numbers, Kimball Art Center expects to receive roughly \$97,000 to promote the 2020 Festival.

A total of \$75,000 will be spent out of state using the strategies noted below. Roughly \$15,000 will be spent on broadcast television to reach a targeted market throughout Utah. The remaining dollars are reserved for production and creative costs.

Strategy for the 2020 Festival include:

- Paid social media posts and SEO/PPC
- Targeted email campaigns using qualified lists
- Custom intent Google display ads
- Promotional hype video on YouTube
- Display and banner ads
- Google Ad Words campaign
- Geo-targeted search ads
- Press release and interviews with local and national media

- Paid spots on KPCW
- Paid spots on Fox 13
- Paid spots via Scripps Media
- Fox 13 social feeds and interviews
- Posts on community calendars
- Electronic communication via Kimball Art Center

Additional Booth Requests:

Kimball Art Center expects to take a financial hit by not charging admission (roughly \$118,000 in net numbers). In an effort to recoup some of this loss, we are requesting a total of 18-20 additional (10 X 10) booths within the existing Main Street footprint, and an additional 13 (10 X 10) booths along 9th Street.

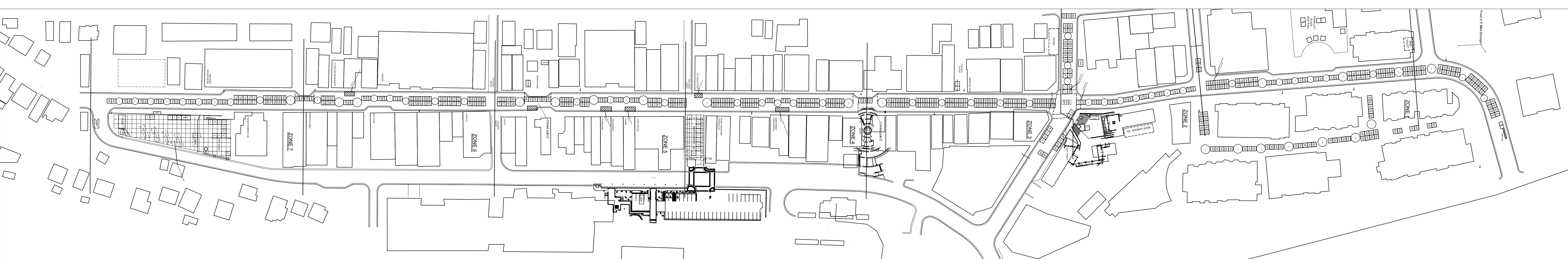
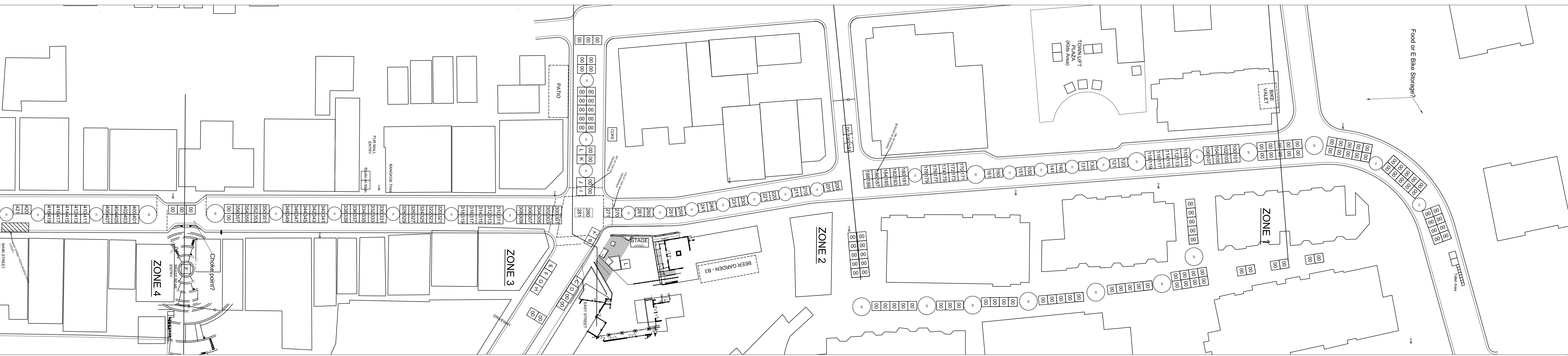
As we are committed to supporting our local community of artists, we will continue to offer 12 booths to artists along the Wasatch Back who did not qualify for entry based on juror scores.

KAC has secured permission to use the Marriott Summit Watch Plaza. Activation of this space is TBD, but KAC will not require additional set up time for this space.

Load-in and Parking

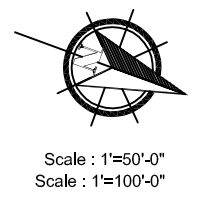
Currently, our contract allows for set up beginning at 3am on Friday, yet we do not begin the load-in process until 4am. In the event an expanded footprint is approved, we will begin Main Street load-in at 3am and believe set up can be accomplished within our allotted timeframe. In past years we have been able to load in 71 artists in one hour. Additionally, we have an overwhelming number of requests from artists hoping for a larger booth space every year. Give this, in an effort to minimize the impact to both the load-in schedule and artist parking, Kimball Art Center intends to provide 10 X 20 booth space to artists who would normally only be granted one 10 X 10 booth. This allows us to increase our booth revenue and artists to increase their offerings and sales, without increasing the number of artists and vehicles. With this strategy, we believe beginning at 3am instead of 4am provides enough time for load-in along Main Street.

KAC requests the exclusive use of the Mawhinney Lot Parking Lot for additional artist parking from Friday morning at 3 a.m. to Sunday night at midnight.



MAIN STREET
2020 PARK CITY KIMBALL ARTS FESTIVAL

*Accuracy based on plan provided by
Park City Planning Department



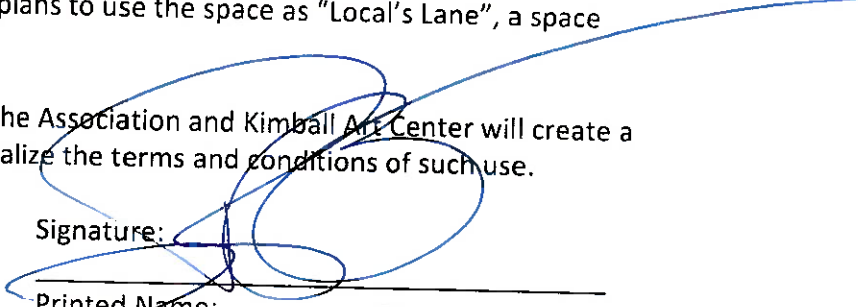
Permission to Use Private Property

Date: January 7, 2020

Kimball Art Center
1401 Kearns Blvd.
Park City, UT
84060

The Board of Directors of Summit Watch Condominium Owners Association, Inc. has granted permission for Kimball Art Center to use portions of the plaza deck for the duration of the 2020 Park City Kimball Arts Festival (July 31st – August 2nd 2020) including Thursday, July 30th for artist load-in. Kimball Art Center plans to use the space as "Local's Lane", a space highlighting local artists.

In follow-up to this letter of permission, the Association and Kimball Art Center will create a detailed terms of use contract to memorialize the terms and conditions of such use.

Signature: 

Printed Name: _____

Title: _____

Date: _____

Robert Turner
President
1/29/2020

KAC’s proposal to no longer charge admission aligns with their mission to provide free access to the arts (Ex. A). The PCKAF has been a fundraiser for the Kimball Art Center, generating about 45% of its overall revenue to offer free community programs during the rest of the year. If changes are made, their new operational model would increase in artist booth revenues while decreasing operational costs that the KAC takes on to run gates (the cost to run gates are no longer needed if admission is free).

- With their requested changes, KAC anticipates a minimal increase in attendance (10% or 5,300 over the three day festival), and does not believe the changes require additional City Services beyond the unrealized threshold in their current contract (of \$180K, \$28K is unmet threshold).
- Based on KAC proposal, Staff anticipates a growth in attendance around 25% to 30% (16,000 to 21,000 over the three day festival), possibly less. However, if Council is supportive of KAC’s requested changes, staff’s estimate of increased attendance results in an increase in impacts that need to be mitigated and therefore City Services. After reviewing year over year data, staff agrees that expanding footprint of the Festival and free entry will result in increased attendance, largely within the Salt Lake City region. Such increase, will add pressure to public safety and transportation systems (transit, traffic and parking).

Staff believes attendance and economic benefits directly influenced by the marketing strategy and messaging in surrounding jurisdictions. As outlined in their proposal, KAC does have grants and sponsorships that require marketing in SLC, out of state and/or out of the county. Council input on December 5, stated goals to bring additional destination, overnight visitors as opposed to daytime traffic.

- Based on the November 7 debrief presented by KAC (p.477 to 488) in 2019, attendance highlights include:
 - 42% Salt Lake County; 14% Utah County; 12% Davis County; 1% Wasatch County
 - In 2019, free admission all weekend for Summit County residents resulted in 23% of Utah attendance from Summit County. This is a 67% growth as compared to 2018 local Summit County attendance.
 - Different than past years, if the Festival is freed, advanced registration and wristbands (with or without RFID) will not be used to track attendance. However, KAC plans to take on the costs to track attendance through an Eco Counter, which is used by many other jurisdictions to track trail pedestrians and cyclist. KAC also pledges to continue to report data as they did prior to 2018 including local, in-state and out of state attendance by zip code so we can continue to track YOY change.
 - In 2019, Total economic impact to the state was more than \$26 million, up 13% from 2018, including \$263,661 for Park City. Average spending per attendee was \$985.

Item	2019	2018	2017	2016
Transit Ridership (System wide/entire Festival)	44,271	35,765	32,000	23,200
Growth of Ridership	35%	12%	35%	N/A
Parking Occupancy Average	95%	95%	95%	N/A
Parking Cost in China Bridge	\$5/hr max \$18	\$5/hr max \$18	\$20	\$20
Economic Impact	\$26,366,146	\$23,314,237	\$20,788,406	\$19,788,171
PC Econ Impact	\$263,661	\$233,142	\$207,884	\$197,881
Average Spend Per Person	\$985	\$963	\$939	N/A
Overall Attendance	53,550	49,921	53,408	48,482
Free Local Attendance	7,145	4,286	4,080	3,728
Summit County	67%	22%	24%	16%
Attendees from Out of State	43%	43%	43%	43%
Total City Service Costs	\$152,553	\$148,289	\$158,239	\$167,200

Increased attendance will effect overall operations and impacts to City Service costs of the Festival. Staff is concerned that freeing the festival for everyone, may result in decreased attendance from locals which increased 67% last year with changes for the full weekend (7,400 locals registered in advance, 5,591 redeemed their tickets).

- The current City Service Agreement has been tied to providing local attendance incentives (such as Free for Friday night, and in 2019, Free for the weekend to Celebrate KAC’s 50th year). Staff is concerned that if the Festival is free for everyone; there may be a decline in local attendance to the event due to increased feeling that the Festival is no longer for the community. KAC is open to discussions to ensure local attendance continues.

Based purely on staff economic analysis of past spending, staff believes the direct economic return to PCMC of increased attendance, estimated at 15,100 from Utah and 2,280 destination guests will be \$131,000, which is positive offset to cover additional costs.

	2019 Attendance	2019 Percentage of Attendance	PCMC Anticipated 2020 Percentage Increase	PCMC Anticipated Attendance Growth	Total anticipated attendance for 2020 (PCMC)
2019 Visitors					
Out of State	22,800	43%	10%	2,280	25,080
In State (Utah)	30,200	57%	50%	15,100	45,300
Summit County (within State of Utah)	7,145	24% (67% growth in Summit County Attendance from 2018)			7,145
Totals	53,000	100%	25%	17,380	70,380

Estimated 2020 Spending Per Visitor	Estimated 2020 Increased Spend	Estimated 2020 Increase Direct Tax to PCMC
\$980	\$2,234,400	\$55,860
\$250	\$3,775,000	\$75,500
		\$131,360

Expanded Use of City and Private Property

KAC requests to use additional City Property for the Festival including 9th Street and Private Property at Summit Watch to increase artist booths. Staff is supportive of the additional property use for artists programming. Staff will require an operational plan before final approval.

At the December meeting, Council requested additional outreach at the December meeting. KAC has met with the HPCA event subcommittee. Staff has encouraged KAC to do more specific outreach on lower main and in the 5th Street area after Council provides direction on if they are supportive of KAC’s changes before final approval.

Contract Terms:

Within the requirements of the State Code, Council negotiates the threshold of waived city services costs which are directly tied to economic return. If Council is supportive of to increasing waived fees beyond current contract threshold of \$180,000, Council may wish to negotiate additional community benefits and negotiated terms to the contract have included stated goals for maintaining local attendance, local artist participation, requiring statistically relevant economic and attendance data and other community priorities such as residential mitigation, sustainability standards and transportation. With KAC’s proposal to amend terms, Council may consider their own asks and how items are measured, for example:

- Local Attendance – Require a minimum percentage of Summit County Primary resident attendance – in the past Friday nights were free to SC residents.
- Local Artist Participation – Require KAC to provide a number of local artist participation in the Festival. Currently KAC ensures 12 local artist are on Main Street (Local Artists are currently defined by KAC as part of the Park City Professional Artists Association members living in Summit or Wasatch County).
- Economic Spending – Maintaining Average Spend per person and require 3rd party statistically relevant survey.
- Marketing requirements – including requiring mention of Park City Transit system. Include more specific plan for bringing in overnight visitation or summit county attendance.

Quantifying Economic Spending and Attendance:

Details on how KAC proposes to complete an economic survey to gather statistically relevant data have not been confirmed by the KAC (the cost of a third party economic survey is estimated at \$7K). Staff believes tying quantitative data to the waiver of city service costs is important and remains concerned if this is changed.

With KAC’s proposed change, attendance will not be able to be tracked through RFID or wristband sales. KAC has proposed different options to survey attendance, however, staff feels it is important to have the KAC continue to provide accurate data by zip code as has been provided in the past and the methodology for doing so.

Proposed Contract Amendments		
Item	Kimball Art Center Proposal	Term Proposed by City
Free the Festival (Costs of City Services related to attendance and operational requirements)	KAC budget is very tight, however depending on Council's direction, KAC is willing to consider negotiations on costs.	Staff anticipates \$39K to 131K in additional costs above current contract. Council should consider if willing to offset additional cost based on direct economic return and community benefit.
Property Use & Operations	Use Mawhinney Parking Lot for additional artist parking.	Allow use of Mawhinney Parking Lot for artist parking (48 parking spaces).
Property Use & Operations	Summit Watch Plaza programming is undefined. Per requirements of Summit Watch, vehicles may not drive on plaza to load in. KAC has stated load in will not begin before 3 a.m. on Friday, which is what is allowed in their current contract.	Operational plan for use required before final staff authority approval. If impacts require additional loadin/out (parking removal/earlier load in), KAC will have to come back to Council for discussion of costs and approval.
Property Use & Operations	KAC Requests to reroute Transit on Park Avenue/ 9th Street in order to use 9th Street as expanded artist area.	PCMC supportive and will reroute transit to Deer Valley Drive. Any additional accomidations to continue transit on Park Ave for residents and/or festival guests will create additional costs beyond required mitigation.

Proposed Contract Performance Standards/ Other Standards		
Item	Kimball Art Center Proposal	Term Proposed by City
Local Attendance	KAC's changes would allow free admission for anyone. KAC is willing to discuss terms to ensure local attendance continues.	Require KAC to report on local (Summit County Primary Resident), attendance. Establish a required minimum % of attendance annually tied to fee waiver.

Local Artist Participation	Reclassify a ‘local’ artist as one who lives in Summit or Wasatch County. Reserving 12 spaces on Main Street for such artists. In prior years local artists were part of Park City Professional Artists Association (PCPAA).	Council may wish to discuss rather their definition of Wasatch Back artist is acceptable or rather they prefer for definition of PCPAA artist to remain. Council may also wish to require a minimum number of ‘local’ artists is defined in the City contract.
Marketing	Marketing is planned as per years previous. 85% out of state, 15% in state. See Kimball's proposal in Ex. A.	Require and promote Park City's Free Transit/Car Fee messaging in any marketing and strategy for maintaining out of state visitation.
Data - Attendance	KAC has not affirmed how they will track attendance data, but has agreed to provide information presented annually for local, in state and out of state attendance. KAC is exploring taking on the cost to use Eco Counter, which is a system that has historically been used to track pedestrian and cycling movements. KAC investigating how they will track attendance by zip code.	Historically attendance data has been tied to economic and financial commitments within the contract. If Council is supportive of KAC changes and willing to consider increased fees, Council pay wish to require a third party statistically or other reliable relevant way to document attendance. Staff recommends Council consider require minimum local and out of state attendance, and if its drops below a minimum requirements, Council may choose to lower fee waiver commitment.
Data - Economic Impact Survey	KAC has proposed to change the way they complete economic survey. This has included everything from taking it in house through survey monkey, to no longer completing an in person survey (electronic survey sent post Festival). Estimated current cost of a 3 rd party economic survey to the KAC is \$7K.	Historically economic data provided has been tied to financial commitments within the contract. If City Council is willing to consider increasing fee waivers for mitigation, they may want to consider the strategy they prefer for collecting economic data and require through contract. In most cases, while economic data is costly, 3rd party contractors help verify data collected unbiased.
Economic Impact - Average Spending Per Person	In 2019, KAC stated spending per person was an average of \$980, and averaged around this number year over year.	Establish lodging partnerships within City jurisdictions. City Council may wish to require KAC to maintain average spending per person otherwise Council may consider reducing fee waivers.

Costs of Services (Refer to charts below)

Council should discuss their preferred alternative to City Services and who should pay and budget for proportionate increased costs.

Council may choose to agree with KAC’s projections of 10% increased attendance. Cost of City services is estimated at \$2K above current contract.

However, staff believes we should plan for a 25% to 30% increase in attendance and required mitigation. Council may also consider additional mitigation above standard requirements depending on their desired outcomes.

Option A: \$39,000 in increased costs. While staff is preliminarily prepared to make findings to approve the event with minor required changes and within current contract amount (security at entry points, increase of traffic officers at Swede Alley, additional artist parking and rerouting transit), this option does not likely meet the community and Council's aggressive goals for implementing bold changes and increasing levels of service with anticipated increases to attendance.

Option B: \$131,000 in increased mitigation and costs above standard health, safety and welfare requirements. In addition to reaching the current threshold of contract, Council could increase operations an additional \$72K to 92K (total \$131K) to mitigate impacts of event growth beyond the required standards. This could mean implementing additional changes to continue to effectuate the community’s desired outcomes. Examples include increased residential mitigation on Saturday and Sunday, increased transit on existing routes, new lines of transit from park and rides at Quinn’s or Richardson Flat, and implementing transit on Park Avenue for residents or guests.

			10% attendance growth estimated costs		30% attendance growth estimated costs	
Item	2019 Cost	Notes		Notes		Notes
Special Event Application Fee	\$640		\$640	No Change	\$640	No Change
Fire & Building Permits	\$203		\$703	Estimate increase Building Permit Fees for additional permits.	\$703	Estimate increase Building Permit Fees for additional permits.
Parking Services	\$10,000		\$12,160	For current parking removal and additional parking requests for artists parking. Keep City parking rates in China Bridge similar to what they are now (\$5/hour/\$18 daily max)	\$12,160	For current parking removal and additional parking requests for artists parking. It is likely at this growth rate, City Parking rates in China Bridge will need to increase
Increased Trash, Recycle & Building Maintenance	\$1,500		\$2,000	It is likely with increased crowds additional cleaning, trash and recycling removal will be required.	\$2,500	It is likely with increased crowds additional cleaning, trash and recycling removal will be required.
Transit Operations	\$72,473		\$85,768	3 buses x 12 hours x 3 days. Likely can be done within existing equipment but increase costs/staffing to City. Cost includes City rerouting transit from Park Ave to Deer Valley Drive due to Festival footprint.	\$112,359	6 buses x 12 hours x 3 days. Need to futher evaluate if PCMC has capacity within current system. May need to hire outside Transit/Drivers. Also include City rerouting transit on Park Ave to accomidate residents due to Festival footprint.
Banner Installation	\$800		\$950	Anticipate increased banner installation in new areas due to increased sponsorship. This is cost of time for Parks Dept Installation.	\$950	Anticipate increased banner installation in new areas due to increased sponsorship. This is cost of time for Parks Dept Installation.
Public Safety Personnel	\$66,937		\$77,237	With minor increases in attendance, minor increases to Public Safety are likely required to help with both crowd/venue management and traffic management. This includes a \$5,200 increase in Traffic mangement for Swede Alley Friday morning and Sunday evening by the KAC.	\$86,937	With moderate increases in attendance, increases to Public Safety are required for crowd/venue management and traffic management. This includes a \$5,200 increase in Traffic mangement for Swede Alley Friday morning and Sunday evening by the KAC.
Streets Department Equipment	\$3,000		\$3,000	VMS and Barricades Ordered plus staff time.	\$3,500	VMS and Barricades Ordered plus staff time.
Total City Services	\$155,553	Current Contract limits up to \$180,000 (\$25,000 left)	\$182,458	Total amount is \$2K over current contract. Minimal change to current transit, traffic mitigation and public safety. \$25,745 increased costs compared to 2019.	\$219,749	\$39,500 above current City Services Agreement. \$67,500 estimated increase in costs compared to 2019.
PCMC Hired Contractor for Parking, Taxi, Residential Management & Bollard Installation	\$15,000		\$18,000	To increase residential management Friday only for new areas that may be effected by no gate/admission control.	\$25,000	To increase residential management at peak times only Saturday and Sunday.
Total Costs	\$170,553		\$200,458		\$244,749	

Option B: Additional Mitigation Measures	Item	Estimated Increased Cost
Increased Residential Management	Kane Security (Hard Cost to City). This includes adding during the Festival on Saturday and Sunday.	\$30,000

Transit System on Park Ave for Residents	Council could consider option to provide transit on Park Avenue residents in effected area. Council should discuss if Park Avenue should be used as a way to bring guests in or if this service is to serve residents on Park Ave. Council also has the option to not provide support Transit on Park Avenue. In this case, residents would have to walk to Transit Center, Fresh Market or Park City Base.	\$17,550
Increase City Transit Routes Beyond Normal Service from Park and Ride Lots	Opportunity to pilot additional transit routes to park and ride lots at Quinn’s or Richardson Flat.	\$20,000 to \$40,000
Increase Streets Equipment	Rented VMS and Barricades	\$2,000
Increase Trash/Recycling/ Restroom Management on Main Street	Republic Services/ Curb It Recycling (Hard Cost)	\$2,500
Increase Cost of Parking in China Bridge to create further transit priority incentives	Raising parking costs to encourage transit ridership has continued to be an important mitigation tool during events. Merchants may see this as a deterrent to come to existing businesses.	Cost TBD, City will like receive increased revenues if Parking rates are increased.
Total Estimated Costs Option B mitigation above baseline requirements		\$72,000 to \$92,000 total (in addition to baseline requirements)
Total Estimated Cost Option A: 30% increase basic requirements		\$39,000 above current contract (\$67,000 total)
Total Anticipated Additional Costs Range		\$39,000 to \$131,000

Council Agenda Item Report

Meeting Date: February 27, 2020

Submitted by: Josh Miller

Submitting Department: Budget, Debt & Grants

Item Type: Work Session

Agenda Section:

Subject:

5:00 p.m. - Discuss Updates to the Special Service Contract Process

Suggested Action:

Attachments:

[Special Service Contracts Staff Report FY21](#)

[Exhibit A: Current Special Service Contract Policy](#)

[Exhibit B: Special Service Contracts RFP FY20 Round One](#)

[Exhibit C: Special Service Contracts RFP FY20 Round Two](#)

City Council Staff Report

Subject: Special Service Contract FY21 Update
Author: Jed Briggs & Josh Miller - Budget, Debt & Grants
Department: Budget, Debt, & Grants
Date: February 27, 2020
Type of Item: Budget Policy

Summary Recommendation

Council should review and provide direction on an update to the special service contract (SSC) process, delegating regular service contracts to appropriate departments and maintaining social equity services in the special service contract process.

Analysis:

In the FY20 adopted budget, Council approved a revamp of the Special Service Contract cycle. This revamp split the process into two categories/rounds: regular service contracts and social equity services/innovation grants.

This report achieves the separation Council sought between regular service contracts and special service contracts in anticipation of releasing the SSC RFP in March. Going forward, regular service contracts would be handled by the department most in need of the services. Departments would identify deliverables and issue an RFP specific to their needs, working directly with the non-profit organizations.

During the research for changing this process, the idea was posed that many of the SSC recipients are doing work that the City deems necessary. It felt like there were several recipients that should be receiving funding from the City because the City needed or wanted those services all the time. Thus, the proposal here is that recipients of these types of contracts would be based upon Council-identified services that are core or essential to what the City is trying to achieve long-term.

These are services that the Council feels like they would want to fund in the foreseeable future. They could be described more as 'need to have' rather than 'nice to have.' If these services were not provided to the City through the non-profits the City would need to make considerable investments to maintain the level of service or forgo many of these crucial services. Several non-profits provide these services at a discounted rate because they have other sources of funding. If the City were to fund these services in-house it's likely that they would be more expensive. These services would fall into the regular BFO process and compete for funding with regular General Fund services.

Listed below is a potential breakdown of the services to be separated:

Regular Services

- a) Trails Management
- b) Park City History and Visitor Services
- c) Sister City Administration

- d) Safe Haven
- e) Medical Treatment
- f) Food Pantry
- g) Emergency Assistance
- h) Housing Outreach & Education

Social Equity Services

- a) Community Art & Culture
- b) Childhood Care & Development
- c) Mental Health Treatment
- d) Legal Mediation Services
- i) Waste/Recycling Management
- e) Education
- f) Inclusion
- g) Workforce Development

Budget

Per budget policy, funding for special service contracts cannot exceed 1% of the total operating budget. Under this change, regular service contracts would fall under the responsible department's budget and would not be considered part of the 1% moving forward.

However, staff recommends having no net increase of budget in separating out the regular services and social equity services. Staff recommends adjusting the total SSC budget from \$630k in FY20 to \$380k in FY21, and having it increase 4.5% every year, since it wouldn't be tied to the 1% operating constraints anymore. This would be consistent with the General Fund increase percentage used during the budget process. The remaining \$250k will be reallocated to specific department budgets to pay for the anticipated regular contracts.

Department Review

This report has been reviewed by the Budget, Legal, and Executive Departments.

Exhibits

Exhibit A: Current SSC Policy
Exhibit B: FY20 Round 1 RFP
Exhibit C: FY20 Round 2 RFP

CHAPTER 5 - CONTRACTS & PURCHASING POLICY

PART I - PUBLIC SERVICE CONTRACTS (AMENDED MAY 2019)

As part of the budget process, the City Council appropriates funds to contract with organizations offering services consistent with the needs and goals of the City. Depending upon the type of service category, payment terms of the contracts may take the form of cash payment and/or offset fees or rent relating to City property in exchange for value-in-kind services. The use of the public service contracts will typically be for specific services rendered in an amount consistent with the current fair market value of said services.

A. Public Service Fund Distribution Criteria

In order to be eligible for a public service contract in Fund Categories 1-3, organizations must meet the following criteria:

1. **Criterion 1: Accountability and Sustainability of Organization** - The organization must have the following:
 - a. Quantifiable goals and objectives.
 - b. Non-discrimination in providing programs or services.
 - c. Cooperation with existing related programs and community service.
 - d. Compliance with the City contract.
 - e. Federally recognized not-for-profit status.
2. **Criterion 2: Program Need and Specific City Benefit** - The organization must have the following:
 - a. A clear demonstration of public benefit and provision of direct services to City residents.
 - b. A demonstrated need for the program or activity. Special Service Funds may not be used for one-time events, scholarship-type activities or the purchase of equipment.
3. **Criterion 3: Fiscal Stability and Other Financial Support** - The organization must have the following:
 - a. A clear description of how public funds will be used and accounted for
 - b. Other funding sources that can be used to leverage resources.
 - c. A sound financial plan that demonstrates managerial and fiscal competence.
 - d. A history of performing in a financially competent manner.
4. **Criterion 4: Fair Market Value of the Services** - The fair market value of services included in the public service contract should equal or exceed the total amount of compensation from the City unless outweighed by demonstrated intangible benefits.

POLICIES & OBJECTIVES

B. Total Public Service Fund Appropriations

The City may appropriate up to 1 percent of the City's total budget for public service contracts for the Special Service Contract and Rent Contribution Categories described below. In addition, the City appropriates specific dollar amounts from other funds specifically related to Historic Preservation as described below.

C. Fund Categories and Percentage Allocations

For the purpose of distributing Public Service Funds, public service contracts are placed into the following categories:

1. Special Service Contracts

a. ~~Regular Services~~

- Community Art & Culture
- ~~Park City History and Visitor Services~~
- ~~Sister City Administration~~
- ~~Trails Management~~
- Waste/Recycling Management

b. ~~Social Equity~~

- Childhood Care & Development
- ~~Medical Treatment~~
- ~~Emergency Assistance~~
- ~~Food Pantry~~
- Legal Mediation Services
- ~~Housing Outreach & Education~~
- ~~Safe Haven~~
- ~~Additional services related to Social Equity Strategic Plan~~

c. ~~Innovation Grants~~

- Education
- Inclusion
- Workforce Development
- Mental Health Treatment

2. Rent Contribution

3. Historic Preservation

A percentage of the total budget (which shall not exceed 1 percent) is allocated for contracts in the Special Service Contract and Rent Contribution categories by the City Council. A specific dollar amount is allocated to Historic Preservation based on funds available from the various Redevelopment Agencies.

POLICIES & OBJECTIVES

The category percentage allocation could vary from year-to-year, depending on Council discretion. In addition, as the City's budget fluctuates (up or down) due to economic conditions, the dollar amounts applied to each category may fluctuate proportionally. Unspent fund balances at the end of a year will not be carried forward to future years. It is the intent of the City Council to appropriate funds for specific ongoing community services and not fund one-time projects or programs.

D. Special Service Contracts

A portion of the budget will be designated for service contracts relating to services that would otherwise be provided by the City. Special services that fall into this category would include, but not be limited to the following: community art & culture, Park City history and visitor services, sister city administration, trails management, waste/recycling management, childhood care & development, medical treatment, emergency assistance, food pantry, legal mediation services, housing outreach & education, and safe haven. More categories will be added to social equity services based off of the Social Equity Strategic Plan. To the extent possible, individual special services will be delineated in the budget.

Service providers are eligible to apply for a special service contract every biennial budget process, with the exception of innovation grants which could run from one to three years. The City will award special service contracts through a competitive bid process administered by the Service Contract Subcommittee and City Staff. The City reserves the right to accept, reject, or rebid any service contracts that are not deemed to meet the needs of the community or the contractual goals of the service contract.

Each special service provider will have a special service contract with a term of two years. Half of the total contract amount will be available each year. Eighty percent of each annual appropriation will be available at the beginning of the fiscal year, with the remaining 20 percent to be distributed upon demonstration through measures (quality and quantity) that the program has provided public services meeting its goals as delineated in the public service contract. The disbursement of all appropriations will be contingent upon council approval. Special service providers will be required to submit current budgets and evidence of contract compliance (as determined by the contract) by March 31 of the first contract year.

The City reserves the right to appoint a citizen's task force to assist in the competitive selection process. The task force will be selected on an ad hoc basis by the Service Contract Subcommittee.

All special service contract proposals must be consistent with the criteria listed in this policy, in particular criterion 1-4.

POLICIES & OBJECTIVES

Innovation Grants: City council intends to provide the community with a meaningful venue to deliver unique and innovative ideas focused on tackling the City's challenges. These solutions may focus on the Community Critical Priorities of energy, housing, transportation, and social equity, but may be related to any initiative the City deems worthwhile. Grants would provide an organization with seed money to create programs or start initiatives, but would not serve as a long-term funding solution for non-profits. Innovation grants will typically have distributions ranging from 1-3 years.

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

Extraordinary requests received after this deadline must meet all of the following criteria to be considered:

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

E. Rent Contribution

A portion of the Special Service Contract funds will be used as a rent contribution for organizations occupying City-owned property and providing services consistent with criterion 1-4 pursuant to the needs and goals of the City. To the extent possible, individual rent contributions will be delineated in the budget. Rent contributions will usually be memorialized by a lease agreement with a term of five years or less, unless otherwise approved by City Council.

The City is required to make rent contributions to the Park City Building Authority for buildings that it occupies. Qualified Organizations may enter into a lease with the City to occupy City space at a reduced rental rate pursuant to criterion 1-4. The difference between the reduced rental rate and the rate paid to the Park City Building Authority will be funded by the rent contribution amount. Rent Contribution lease agreements will not exceed five years in length unless otherwise directed by the City Council. Please note that this policy only applies when a reduced rental rate is being offered. This policy does not apply to lease arrangements at "market" rates.

POLICIES & OBJECTIVES

F. Historic Preservation

Each year, the City Council may appropriate a specific dollar amount relating to historic preservation. The City Council will appropriate the funding for these expenditures during the annual budget process. The funding source for this category is the Lower Park Avenue and Main Street RDA. The disbursement of the funds shall be administered pursuant to applications and criteria established by the Planning Department, and awarded by the City Council consistent with UCA § 17A-3-1303, as amended. In instances where another organization is involved, a contract delineating the services will be required.

G. Exceptions

Rent Contribution and Historic Preservation funds will be appropriated through processes separate from the biennial Special Service Contract process and when deemed necessary by City Council or its designee.

The Service Contract Sub-Committee has the discretion as to which categories individual organizations or endeavors are placed. Any percentage changes to the General Fund categories described above must be approved by the City Council. All final decisions relating to public service funding are at the discretion of the City Council.

Nothing in this policy shall create a binding contract or obligation of the City. Individual Service Contracts may vary from contract to contract at the discretion of the City Council. Any award of a service contract is valid only for the term specified therein and shall not constitute a promise of future award. The City Council reserves the right to reject any and all proposals, and to waive any technical deficiency at its sole discretion. Members of the City Council, the Service Contract Sub-Committee, and any Advisory Board, Commission or special committee with the power to make recommendations regarding Public Service Contracts are ineligible to apply for such Public Service Contracts, including historic preservation funds. City Departments are also ineligible to apply for Public Service Contracts. The ineligibility of Advisory Board, Commission and special committee members shall only apply to the category of Public Service Contracts that such advisory Board, Commission and special committee provides recommendations to the City Council. All submittals shall be public records in accordance with government records regulations (“GRAMA”) unless otherwise designated by the applicant pursuant to UCA Section 63-2-308, as amended.

PART II - CONTRACTING AND PURCHASING POLICY

A. Purpose

These rules are intended to provide a systematic and uniform method of purchasing goods and services for the City. The purpose of these rules is to ensure that purchases made and services contracted are in the best interest of the public and acquired in a cost-effective manner.

April 30, 2019

Dear Applicant,

Park City will be accepting applications for special service contracts for the next grant cycle (July 2019 – June 2020). Enclosed with this letter is an application for a special service contract for the City's fiscal year 2020. Also enclosed is a section from the City's policy governing special service contracts which includes the criteria that organizations must meet in order to qualify for these grants. The new categories reflect policy direction given by the City Council, which are proposed to be adopted in the annual budget.

City Council is currently evaluating funding based on pre-defined needs as well as social equity initiatives. All Special Service Contracts applications will be evaluated for their ability to significantly address these needs as outlined in the application. Also, there will be a second round of Special Service Contracts early this fall that will focus on innovative solutions regarding issues the City faces as well as services related to the Social Equity Strategic Plan.

Applications must be submitted by May 17, 2019. Please submit 2 hard copies and an electronic copy of the application along with all other requested information to the Budget, Debt, and Grants department (445 Marsac Ave.) **by 5:00 p.m. on May 17, 2019.** The selection process for a special service contract is competitive and not all submissions may be funded or fully funded.

If you have any questions regarding the process or the application, please contact Jed Briggs at (435) 615-5183 or jbriggs@parkcity.org. In addition, the City will be hosting an information session on May 3 at 8:30 am in Council Chambers. Thank you for your interest in serving Park City.

Sincerely,

Jed Briggs
Budget Operations & Strategic Planning Manager
Park City Municipal Corporation
Tel 435.615.5183





Special Service Contract Application Form

Application Form

Park City Municipal Corporation

Please provide 2 **(2)** hard copies and an electronic copy of this application and all other requested information to the Budget, Debt, and Grants Office by **5:00 pm on May 17, 2019.**

(1) Organization Contact Information

Name _____

Address _____

Phone _____ Fax _____

E-mail _____

(2) Indicate the applicable Special Service Contract category for this proposal:

Regular Services

☐ **Community Art & Culture** – Support for the investment in arts and culture to sustain and develop this segment of the City's economy through cultural tourism. Develop and publish an annual publication about arts and culture in Park City that showcases key projects, accomplishments, and impact as it is a City top priority. Track and report on quantitative and qualitative impact of arts and culture in Park City.

☐ **Park City History and Visitor Services** – Support continual operation of Historical Museum on Main Street including the research library for property owners, visitors and City staff conducting historic research on Park City. Provide exhibits, tours, and activities for visitors including youth programming.

☐ **Sister City Administration** – Support for administering and facilitating programs tied to fostering the City's relationship with our Sister City, Courchevel, France, (e.g., peer-learning between municipal employees, PC High School Winter/Summer Exchange, Sister Cities International Youth Leadership Summit, etc.).

☐ **Trails Management** – Support for the preparation and grooming of approximately 30k of cross-country ski trails and approximately 7 miles of singletrack for public,

multi-use, non-motorized winter trails, including but not limited to trails for walking, hiking, snow-shoeing, dog-walking, trail-running, snow biking and cross-country skiing. This would include Round Valley and potentially Bonanza Flat area.

☐ **Waste/Recycling Management** – Supplement the county’s recycling program with collections for glass, building materials, electronics and hazardous materials. This may include community collection events and education.

Social Equity

☐ **Childhood Care & Development** – Support affordable daycare services for the City’s workforce families. There is great demand from working families in Park City for quality, affordable childcare. Parents need a local service to aid in the development and education of their young children.

☐ **Medical Treatment** - Support the medical and mental health needs of those in Park City who are uninsured, this would include services such as diagnosis, treatment, screening, referrals to specialist and social agencies, educational programs, physical therapy, and women’s health programs. In addition, connect those in need to other health care resources in the area.

☐ **Emergency Assistance** - There is a compelling need in Park City for serving the emergency needs of low-income individuals and families, particularly among the Latinx community. Programs may coordinate services for those looking to improve their economic status and/or experiencing unemployment, (e.g., legal aid, immigration, workforce services, etc.).

☐ **Food Pantry** - In Park City there are many individuals and families who go hungry on a daily basis. Thus a food pantry service that provides free food has been identified as a core need to the community.

☐ **Legal Mediation Services** – Provide Park City community members with the support and skills needed to prevent and resolve disputes. Provide mediation for small claims cases, and free or low cost mediation in other cases to enable parties to settle disputes in an effective collaborative manner.

☐ **Housing Outreach & Education** – Provide program to mentor and educate Park City individuals and families in process to secure housing as well as assist seasonal employees to find temporary housing. Provide housing website and maintain a free listing of available affordable rental properties, forms, roommate requests and valuable assistance in locating affordable rentals.

☐ **Safe Haven** - Provide a safe haven for individuals and families seeking shelter. Work to ensure safety, comfort, and resources for each person in need of help. Through prevention, awareness, and outreach strive to bring knowledge and resources to community including domestic violence shelter and therapy.

(3) Proposed Total Grant Amount: \$_____

(4) In addition to the above requested information, applications must address the following components:

1. Specific detail of how the requested funds will be used (attach summary - *one page maximum*);
2. Financial information for your organization including annual budget and other sources of potential funding. Please also include 2 years of financial statements such as Balance Sheet, Income Statement, Statement of Financial Position, Activity Statement, etc. or include Independent Auditors' Reports (attach relevant documents);
3. Quantitative and/or qualitative goals (with specific targets) that can be used to measure the degree to which the funds were used for their intended purpose (attach summary - *half page maximum*); and
4. Specifically address how your proposal meets the service needs described above as well as the criteria described in the City's Public Service Contract Policy (specific criteria components are outlined below, please attach no more than one page for each criterion):

Criterion 1: Accountability and Sustainability of Organization - The organization must have the following:

- a. Quantifiable goals and objectives.
- b. Non-discrimination in providing programs or services.
- c. Cooperation with existing related programs and community service.
- d. Compliance with the City contract.
- e. Federally recognized not-for-profit status.

Criterion 2: Program Need and Specific City Benefit - The organization must have the following:

- a. A clear demonstration of public benefit and provision of direct services to City residents focused on one of the services described above.
- b. A demonstrated need for the program or activity. Funds may not be used for one-time events, scholarship-type activities or the purchase of equipment.

Criterion 3: Fiscal Stability and Other Financial Support - The organization must have the following:

- a. A clear description of how public funds will be used and accounted for.
- b. Other funding sources that can be used to leverage resources.
- c. A sound financial plan that demonstrates managerial and fiscal competence.
- d. A history of performing in a financially competent manner.

Criterion 4: Fair Market Value of the Services - The fair market value of services included in the public service contract should equal or exceed the total amount of compensation from the City unless outweighed by demonstrated intangible benefits.

Signed: _____ **Date:** _____

October 1, 2019

Dear Applicant,

Park City will be accepting applications for special service contracts that focus on social equity for the grant cycle (October 2019 – June 2020). Enclosed with this letter is an application for a special service contract for the City's fiscal year 2020. Also enclosed is a copy of the City's policy governing special service contracts which includes the criteria that organizations must meet in order to qualify for these grants.

City Council is currently evaluating funding based on the City's social equity initiatives. All Special Service Contracts applications will be evaluated for their ability to significantly address these needs as outlined in the application.

Proposals should seek to eliminate an inequity in the community (individual, institutional, or structural) by building capacity in addressing social equity issues. Preference will be given to a new, expanded, or improved program, service, or activity that assists individuals or groups that feel marginalized. The idea is to provide unique or innovative ideas/solutions focused on social equity for the community.

Applications must be submitted by October 18, 2019. Please submit 2 hard copies and an electronic copy of the application along with all other requested information to the Budget, Debt, and Grants department (445 Marsac Ave.) **by 5:00 p.m. on October 18, 2019**. The selection process for a special service contract is competitive and not all submissions may be funded or fully funded.

Please note the next round of applications will open in the spring of 2020 for special service contracts in Fiscal Year 2021.

If you have any questions regarding the process or the application, please Briggs at (435) 615-5183 or jbriggs@parkcity.org. Thank you for your interest in serving Park City.

Sincerely,

Jed Briggs
Budget Operations & Strategic Planning Manager
Park City Municipal Corporation
Tel 435.615.5183





Special Service Contract Application Form

Application Form

Park City Municipal Corporation

Please provide 2 **(2)** hard copies and an electronic copy of this application and all other requested information to the Budget, Debt, and Grants Office by **5:00 pm on October 11, 2019**.

(1) Organization Contact Information

Name _____

Address _____

Phone _____ Fax _____

E-mail _____

(2) Indicate the applicable Special Service Contract category for this proposal:

Social Equity Services

☐ **Housing** – Facilitate a range of affordable and quality housing opportunities that meet the life-cycle needs of persons at all economic levels.

- a. Establish a central database that pulls from all regional sources to provide information on affordable for-sale units, waitlists, and the qualification and application process for people in need of housing.
- b. Create and maintain a database of potential purchasers of affordable housing, specifying needs, income, current housing situation, and employment, length of time in community, mortgage qualifications, and other relevant factors.
- c. Design pre-application and full application forms to be completed by applicants. Applications should be available for completing and submitting online and in hard copy (by mail or hand delivery).
- d. Collect completed pre-applications and full applications via e-mail, mail, and hand delivered

- e. Provide notification of receipt of application via e-mail to applicants.
- f. Provide complete applications to third party service providers for verification of qualifications.
- g. Provide access to centralized data base and reporting functions to City and other approved housing and financial representatives.

☐ **Education** – Provide students with learning and enrichment opportunities outside of the regular school day to help overcome disparities.

- a. Operate an after school extended learning service, activity, or program that benefits lower to middle income children with a demonstrated capacity to help working families. Operating hours should take place directly after school ends and run consistently and regularly to assist families working several jobs.

☐ **Inclusion** – Strive for cultivating a community that engages diverse perspectives, differing ideas, and individuals from different backgrounds to help define policy and practice, and help shape culture.

- a. Events/Programs – Increase the community's capacity to create inclusive and diverse cultural, arts, and/or entertainment experiences that seek to reduce inequities in the community.
- b. Communication – Enhance communication and outreach methods that improve diverse voices and perspectives of underserved or underrepresented groups in the community.

☐ **Workforce Development** – Innovative programs that focus on augmenting education, language, job skills, job finding, and resume building needs to those from lower to middle economic backgrounds.

(3) Proposed Total Grant Amount: \$_____

(4) In addition to the above requested information, applications must address the following components:

1. Specific detail of how the requested funds will be used (attach summary - *one page maximum*);
2. Financial information for your organization including annual budget and other sources of potential funding. Please also include 2 years of financial statements such as Balance Sheet, Income Statement, Statement of Financial Position, Activity Statement, etc. or include Independent Auditors' Reports (attach relevant documents);
3. Quantitative and/or qualitative goals (with specific targets) that can be used to measure the degree to which the funds were used for their intended purpose (attach summary - *half page maximum*); and
4. Specifically address how your proposal meets the criteria described in the City's Public Service Contract Policy (specific criteria components are outlined below, please attach no more than one page for each criterion):

Criterion 1: Accountability and Sustainability of Organization - The organization must have the following:

- a. Quantifiable goals and objectives.
- b. Non-discrimination in providing programs or services.
- c. Cooperation with existing related programs and community service.
- d. Compliance with the City contract.
- e. Federally recognized not-for-profit status.

Criterion 2: Program Need and Specific City Benefit - The organization must have the following:

- a. A clear demonstration of public benefit and provision of direct services to City residents focused on one of the Community Critical Priorities.
- b. A demonstrated need for the program or activity. Funds may not be used for one-time events, scholarship-type activities or the purchase of equipment.

Criterion 3: Fiscal Stability and Other Financial Support - The organization must have the following:

- a. A clear description of how public funds will be used and accounted for.
- b. Other funding sources that can be used to leverage resources.
- c. A sound financial plan that demonstrates managerial and fiscal competence.
- d. A history of performing in a financially competent manner.

Criterion 4: Fair Market Value of the Services - The fair market value of services included in the public service contract should equal or exceed the total amount of compensation from the City unless outweighed by demonstrated intangible benefits.

Signed: _____ **Date:** _____

Council Agenda Item Report

Meeting Date: February 27, 2020

Submitted by: Tate Shaw

Submitting Department: Recreation

Item Type: Staff Report

Agenda Section:

Subject:

RAP Tax Grant Allocation and Award

Suggested Action:

Attachments:

[RAP Tax Staff Report](#)



City Council Staff Communications Report

Subject: RAP Tax Grant PCMC Allocation and Award
Author: Tate Shaw, Assistant Recreation Director
Department: Recreation
Date: February 27, 2020

On January 15, Summit County Council approved three city projects for a total of \$80,910 in 2019 Recreation, Arts and Parks (RAP) Tax Grant funds.

Background: In November of 2000 and again in November of 2010, the citizens of Summit County voted and passed a ballot measure to implement a one-tenth percent (0.10%) sales tax in Summit County for the purpose of funding arts and recreation programs. Summit County has two advisory committees which evaluate potential grants utilizing the RAP Tax; namely the Arts Committee and the Recreation Committee. Distribution of RAP Tax funds are 50% to the Arts Committee and 50% to the Recreation Committee with funding to approximately follow the population distribution of residents in Snyderville Basin, Park City, North Summit and South Summit.

Park City Municipal has received grant funds for 26 projects since 2002 totally over \$1.9 million in funding. Some of the notable projects include the dog park, golf course irrigation pumps, energy efficient sprinklers, hybrid mowers, ice arena fiber optic connection and sound system, recreation tennis courts, fitness equipment, basketball standards, trailhead kiosks and the joint city/county Highway 40 underpass project.

Total amount of funds available for allocation in 2019 was \$465,000. This was done with the approximate area allocation as noted in the chart below from the committee recommendation in the Summit County Council packet on January 8, 2020.

2019 Summit County Recreation RAP Allocations

Available RAP Tax: **\$465,000**

Region	% Allocation By Population	Funding Allocation	Funding Allocation Recommended	Final % Allocation
East County - North	13.0%	\$60,450	\$70,360	116.4%
East County - South	18.0%	\$83,700	\$83,700	100.0%
Park City	21.0%	\$97,650	\$97,650	100.0%
Snyderville Basin	48.0%	\$223,200	\$213,290	95.6%
Total	100%	\$465,000	\$465,000	100.0%

remainder

\$0

Awarded Projects:

The following were the City projects awarded.

- The Recreation Department received \$50,000 for upgrading the lap pool circulation and filtration system at the PC MARC.
- Trails and Open Space received \$12,000 for trail counters
- The Ice Arena was awarded \$18,910 toward replacing the rink's dasher boards

Notable for Park City distribution of funds was that Mountain Trails received \$26,000 for grooming equipment.

Council Agenda Item Report

Meeting Date: February 27, 2020

Submitted by: Scott Robertson

Submitting Department: Information Technology

Item Type: Staff Report

Agenda Section:

Subject:

City Website Remodel 2020

Suggested Action:

Information only

Attachments:

[City Website Remodel 2020 Staff Report](#)

[Exhibit A: Website 2020 End of Year Report](#)



City Council Staff Communications Report

Subject: City Website Remodel 2020
Author: Scott W. Robertson, IT Director; Pedro Ferreira, IT Coordinator
Department: IT
Date: February 26, 2020
Type of Item: Staff Communication

The new City website is in the final stages of development; it features improved form and function. Council and departments have provided valuable feedback on website structure and presentation. Website usage statistics and data have also been leveraged (Exhibit A: Website End of Year Report) to focus efforts on areas that received the most visitation and use by the public. Departments continue efforts to update content prior to data migration from the existing site.

The City's website is an important communication and branding tool; therefore, enhanced search functionality is required due to the extensive breadth of City information. The new search engine, which replaces Google integration, provides comprehensive controls to better manage and direct users to relevant content. However, the new engine will require adjustments and experience to maximize capabilities.

Content and simplicity are the primary goals for the new website launch. Aesthetics are a secondary focus, which signifies a balanced departure from previous remodel projects.

Year-over-year, website connections have increased with Transit and Recreation being the most visited pages. Approximately 50% of website visitors are using mobile devices followed by desktop computers; Apple products dominate the landscape while tablet device connections have been in decline.

The IT Department supports the functional and mechanical aspects of the website and has a key role in the publishing process since IT and Community Engagement coordinate on policy and design questions.

Departments are responsible for their specific page content—some departments are granted direct website publishing rights. Remaining content is reviewed for basic grammar and style before publishing.

This decentralized approach allows for dynamic department updates, but it can also result in site and brand inconsistencies. To address this, IT is creating training materials and has developed website reports to inform departments. Managers have been

encouraged to adopt a formal “Page Manager” role instead of the existing ad-hoc webpage editor assignments.

What's next?

In the coming months, user testing will be completed then data migration will begin. The new website will be activated after data validation. New webpage addresses must be propagated across the internet before full accessibility is achieved—which should happen quickly.

Page Managers will have the opportunity to obtain training and will be required to verify content and links.

Substantial efforts continue to minimize transition issues; however, external references (e.g., hyperlinks, bookmarks) will likely be impacted. A website transition usually elicits frustration as users adapt. To minimize concerns, notification web banners will be prominently displayed in advance, and the IT team will be on standby to assist internal and external customers.

With the new reporting system, departments will have improved transparency in how their content is utilized; combined with better publishing standards, a well-organized positive website experience is anticipated.

Our website upgrade with Granicus includes yearly maintenance for \$25,000. Pending any developments, the new city website will be live March/April and reflects project delays due to staffing changes.

The web is changing, we are changing, and new opportunities await

Technology is evolving how people interact. Many product platforms we own include their own web, app, and user authentication resulting in mixed “PCMC” branded experiences. Addressing the fragmentation of products is expensive. IT is encouraging policy changes and investment decisions, through the Technical Advisory Committee, to help standardize user experience.

Although we often identify ourselves as a small organization, our portfolio of offerings is outstandingly diverse, thus effective messaging and navigation can become challenging. According to a few departments, the existing City website does not fully represent their programs and services due to its embedded technological limitations. IT is identifying solutions within existing frameworks but achieving each department's ideal business objectives is difficult. The argument for specialization does have consequences as it can be more expensive and affect Park City branding efforts.

Many new technologies are available to enhance user experiences from bots (automation components) to artificial intelligence (AI) learning to customized development. The IT Department, in its current form, is geared towards infrastructure management and user support. Onboarding software development and/or new technology will require re-tooling, additional resources, and mission clarity.



Users

358,382

↑ 14.1% from previous year

New Users

353,157

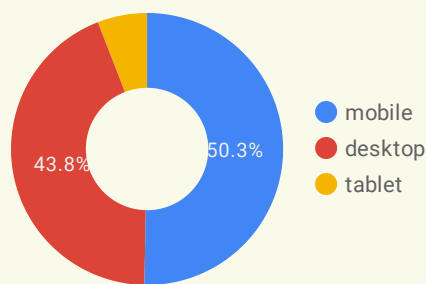
↑ 15.9% from previous year

Pageviews

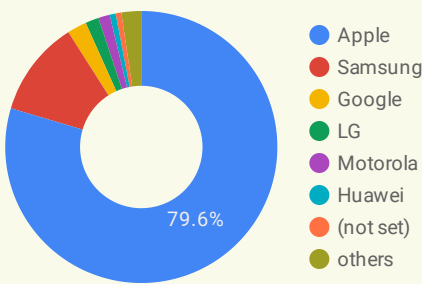
1,296,570

↑ 3.6% from previous year

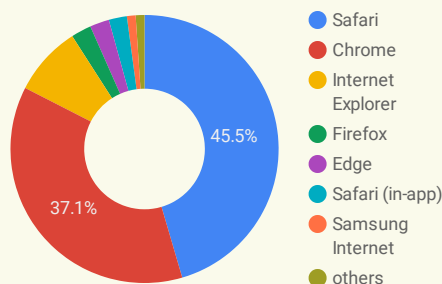
What devices do they prefer?



What mobile device are they using?



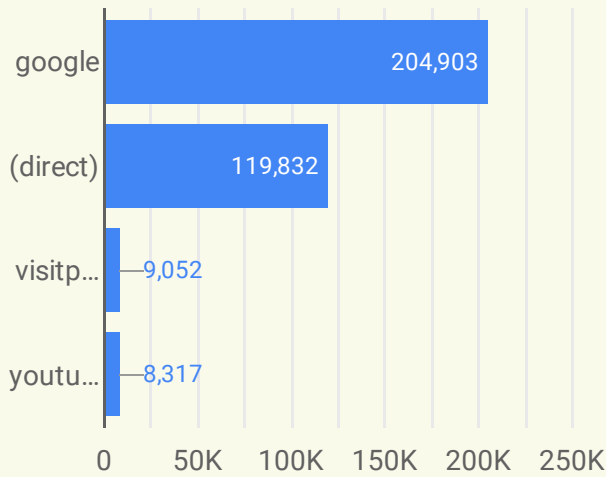
What browsers are they using?



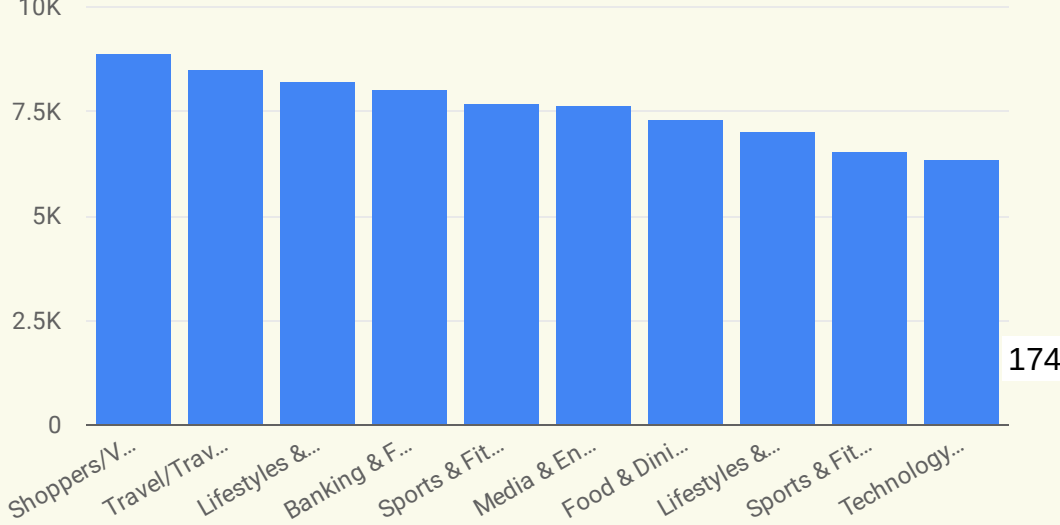
What pages are they going to?

	Page Title	Pageviews	Avg. Time on Page
1.	Park City, UT Home	179,548	00:02:11
2.	Routes & Schedules Park City, UT	108,313	00:03:06
3.	PARK CITY TRANSIT Park City, UT	80,764	00:03:19
4.	Current RFPs and Bids Park City, UT	64,465	00:00:19
5.	PC MARC Park City, UT	46,018	00:00:56
6.	Park City Golf Club Park City, UT	44,460	00:01:46
7.	Park City Ice Arena Park City, UT	39,451	00:01:55
8.	Search Results Park City, UT	38,511	00:00:52
9.	Park City MARC & Recreation Park City, UT	23,456	00:01:44
10.	Police Park City, UT	23,452	00:01:19

How do they get here?



What are they interested in?



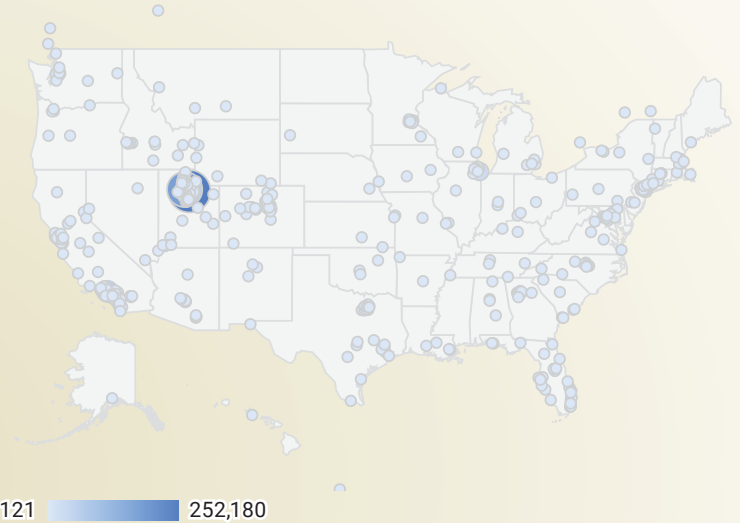
Website End of Year Report



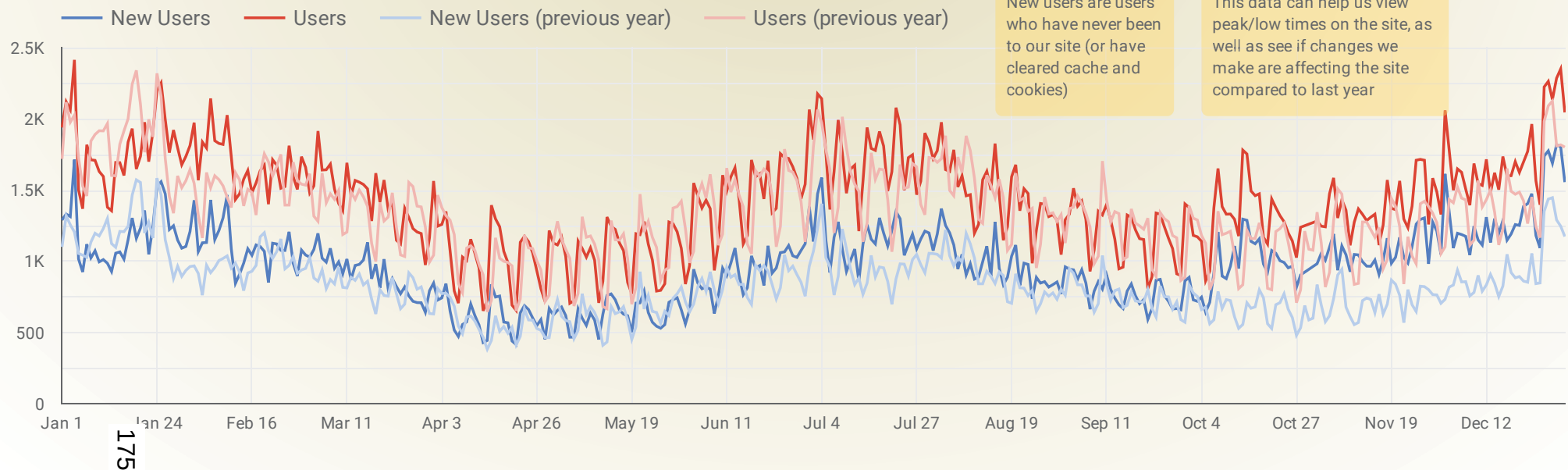
Jan 1, 2019 - Dec 31, 2019

What cities are our users accessing from?

	City	Users ▾	Sessions
1.	Salt Lake City	63,504	92,762
2.	Park City	40,056	114,337
3.	Los Angeles	25,874	36,359
4.	Chicago	23,534	24,294
5.	(not set)	23,311	32,469
6.	Snyderville	18,340	29,439
7.	West Valley City	8,954	14,848
8.	New York	4,770	5,737
9.	West Jordan	4,239	5,637
10.	Sandy	4,167	5,703



Users/New users traffic pattern



Council Agenda Item Report

Meeting Date: February 27, 2020

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Minutes

Agenda Section:

Subject:

Consideration to Approve the City Council Meeting Minutes from January 16, 21, and 30, 2020 and February 6, 2020

Suggested Action:

Attachments:

[January 16, 2020 Minutes](#)

[January 21, 2020 Minutes](#)

[January 30, 2020 Minutes](#)

[February 6, 2020 Minutes](#)



PARK CITY COUNCIL MEETING MINUTES - DRAFT
445 MARSAC AVENUE
PARK CITY, SUMMIT COUNTY, UTAH 84060

January 16, 2020

The Council of Park City, Summit County, Utah, met in open meeting on January 16, 2020, at 3:15 p.m. in the City Council Chambers.

Council Member Joyce moved to close the meeting to discuss property and litigation at 3:20 p.m. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

CLOSED SESSION

Council Member Doilney moved to adjourn from Closed Meeting at 3:45 p.m. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

STUDY SESSION

Park City Transit Prioritization Exercise:

Alfred Knotts, Transit and Transportation Planning Manager, explained this was a planning meeting in preparation for the Joint City Council and County Council meeting scheduled for February 5th. He displayed ridership numbers for 2019, and reviewed the demographics associated with transit users. Riders indicated they wanted more frequent service and extended hours. The Council members posted their preferred/essential routes on the Transit map.

Knotts stated Park City Transit was at capacity with 180 employees during peak time, and there was a strain on the HR and IT Departments as well as City equipment and facilities. He asked Council to think about the burden carried by the City. Council Member Joyce wanted to know what action would have the most impact in getting people out of their cars. He didn't imply the City should resolve it, but he thought it needed to be resolved. Knotts reviewed questions that were discussed at last year's retreat, and wanted to confirm that there was an electric fleet policy, a Transit First policy, and a trip reduction policy at the City. He asked Council to discuss who the City

1 was trying to serve, who it was not serving, who the City's key partners were and what
2 was the City's regional role.

3
4 Council Member Joyce stated the City served those that did not have transportation and
5 felt service should be increased during peak hours and in densely populated areas.
6 Council Member Doilney indicated the City was trying to serve the workforce as well,
7 and noted the workforce answered tourists' questions as they dined, shopped, etc. He
8 also thought bus stops should be located within a three minute distance from
9 neighborhoods. He thought there should be a direct bus route from a parking lot to the
10 big employers. Council Member Henney noted the satellite parking needed to be in
11 place before new routes could be discussed.

12
13 Council Member Henney indicated Council just approved overflow parking for Deer
14 Valley, and he didn't think that supported the Transit First policy. Council Member Worel
15 stated many people didn't have transit stops within a mile of their homes and there was
16 no parking at the bus stops. Council Member Henney felt skiers were some of those
17 that weren't being served.

18
19 Council Member Gerber stated the workforce was served as well as local residents. She
20 indicated there was a lot more ski traffic from Salt Lake Valley due to the Epic Ski
21 passes. Council Member Worel asked if skiers could park at the Eccles and take a
22 direct bus to the ski resorts. Council Member Doilney hoped to get ski traffic onto buses.
23 Council Member Gerber thought there were opportunities that could be explored to get
24 skiers on buses.

25
26 Mayor Beerman asked what the purpose of Park City Transit was and noted it had been
27 in service 40 years. He indicated many of the workforce did not have cars for
28 environmental reasons. Council Member Joyce reviewed that Council had discussions
29 for a car-free City, but it was not at that point yet. Council Member Henney thought
30 tourists and visitors were using transit more frequently.

31
32 Council Member Doilney thought employers were the City's partners with regard to
33 Transit. Council Member Gerber indicated UDOT, Summit and Wasatch Counties were
34 key partners. Council Member Joyce thought as growth continued, Transit would mesh
35 and there would not be a Park City hub. Council Member Henney reviewed that Park
36 City used to be the sole service provider, but now the County had implemented the
37 Downtowner, so the City was no longer the sole provider. He thought it could be time for
38 Park City, Summit County, Wasatch County, Heber and other entities to be participants
39 in a regional transit authority that could provide the best service possible.

40
41 Mayor Beerman referred to Deer Valley overflow parking, and indicated Deer Valley
42 asked that employees use the Homestake parking lot and have shuttles drive them to
43 the resort, but the City did not have the shuttles or employees to accommodate that

request. He reiterated Park City was at maximum capacity. Council Member Joyce noted the lack of money and transit housing were constraints to expansion. Council Member Gerber stated the residents were requesting bold solutions and were frustrated at the current situation. Council Member Henney felt the City was in a new place and didn't want to be in sole control of regional transit. He thanked the County for starting a regional transit conversation, and favored stopping service to the outlying routes and focus on Park City in order to not be over-extended. Council Member Doilney did not want service to outlying areas to stop until another service was up and running. Mayor Beerman clarified this was long-term planning. The Council agreed they did not want to reel back the service, but they were trying to figure out how to govern and deliver that service.

Council Member Worel asked Knotts about other regional transit models. Knotts spoke about his experience with the Lake Tahoe Regional Transit as well as Aspen, Colorado and Breckenridge, Colorado transit models. Council Member Henney expressed concern with having a transit authority and how it played with land use authority. Mayor Beerman asked if businesses had representation in transit authorities, to which Knotts responded in Tahoe they did have representation. Council Member Gerber thought Salt Lake County should have a part as a regional partner as well.

Mayor Beerman asked if there were unmet needs in the community. Council Member Gerber felt youth programs and social equity needs were still unmet. Council Member Doilney thought improvement was needed with micro-transit. Knotts touched on the improvements with micro-transit service to the hospital. Council Member Worel thought the service to Quinn's Junction and the hospital should be expanded. Council Member Joyce thought another unmet need was park and ride lots. Council Member Worel suggested partnering with large employers to get the employees to their cars during early morning or late evening hours. Council Member Joyce stated there were a lot of opportunities, but it would take a lot of outreach. Knotts indicated he was seeing more cooperation with employers.

Mayor Beerman summarized the discussion. Council Member Joyce favored charging for parking at the resorts. Mayor Beerman asked what the desired outcome was and Park City's role in the desired outcome. Council Member Henney stated he didn't want to trade superior service in Park City or land use authority. The Council agreed. Council Member Henney stated he wanted to trade a desire to control to a desire to participate. Council Member Worel thought Park City could be a convener in bringing other entities together. Council Member Joyce felt it would take years to get a regional transit authority.

REGULAR MEETING - 6:00 p.m.

I) ROLL CALL

Attendee Name	Status
Mayor Andy Mayor Beerman Council Member Max Doilney Council Member Becca Gerber Council Member Tim Henney Council Member Steve Joyce Council Member Nann Worel Matt Dias, City Manager Margaret Plane, Special Counsel Michelle Kellogg, City Recorder	Present
None	Excused

II) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

The Council reviewed the events, meetings, and activities they attended since the last meeting.

Council Member Worel asked if the City wanted to join the Early Childhood Alliance, which was an initiative of the Community Foundation. She felt a membership with the Alliance would show that the City supported early childhood education. The Council agreed.

Staff Communications Reports:

1. Monthly Budget Reporting for December, 2019:

2. Park City Receives Reach Award:

3. Update on Electric Vehicle Chargers:

III) PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

Mayor Beerman opened the meeting for public input on matters not being addressed on the agenda.

Beth Bynan, Business License Coordinator, stated there were four late Convention Sales License (CSL) applications and she asked if Council was willing to schedule a special meeting to consider the late applications. She noted at this late stage, the application cost was \$2,000. She indicated denying the late CSLs would not prevent the

events from coming, but the City would not have control over them and it would be more work for staff on the back end.

Mayor Beerman asked if the City Manager could approve late applications, to which Plane stated the code indicated Council had to approve them. The Council agreed to hold a special meeting on Tuesday, January 21st, at 11:30 a.m. to consider late CSL applications. Mayor Beerman favored modifying the code to simplify the process. Plane indicated she could bring something for Council's consideration.

Mayor Beerman closed the public input portion of the meeting.

IV) CONSENT AGENDA

1. Request to Authorize the City Manager to Execute a Contract with HB Staffing to Provide Temporary Staffing Services on an As-Needed Basis in an Amount Not to Exceed \$15,000 per Year:

2. Request to Approve Type 2 Convention Sales License Applications for Businesses Operating During the 2020 Sundance Film Festival:

3. Request to Authorize the City Manager to Enter into a Contract, in a Form Approved by the City Attorney's Office, with Total Power & Controls, LLC for Water System Electrical Contractor Services in an Amount Not to Exceed \$500,000.00:

4. Request to Approve a Purchase Agreement with Silver Islet Lake Partners, LLC for the 17 Acre Grace Mining Claim, in the Amount of \$170,000 in a Form Approved by the City Attorney:

Council Member Gerber moved to approve the Consent Agenda. Council Member Joyce seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

VI) NEW BUSINESS

1. Consideration to Approve Ordinance 2020-05, an Ordinance Approving the Fairway Meadows Subdivision Lot 11 Amended Plat, Located at 2784 American Saddler Drive, Park City, Utah:

Rebecca Ward, Land Use Planner, presented this item and indicated this amendment would combine two lots in order to build an extension to the home. It was indicated the surrounding property owners gave consent for the plat amendment.

Council Member Worel asked if there was room on the lot for an accessory building, to which Ward affirmed. Council Member Gerber requested a future discussion on lot combinations and plans for large square footage residences relative to the City's environmental priorities and carbon goals. Council Member Joyce stated combining two lots was less impactful since there was one home instead of two homes on two lots. Council Member Doilney asked how big an accessory building could be. Ward indicated the square footage would come out of the 8,500+ square foot maximum. Mayor Beerman agreed this was a legitimate concern and should be discussed at a future meeting. Council Member Worel asked if other homes in the subdivision had this large square footage, to which Ward stated she didn't know.

Mayor Beerman opened the public hearing. No comments were given. Mayor Beerman closed the public hearing.

Council Member Joyce moved to approve Ordinance 2020-05, an ordinance approving the Fairway Meadows Subdivision Lot 11 Amended Plat, located at 2784 American Saddler Drive, Park City, Utah. Council Member Doilney seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

2. Consideration to Continue an Ordinance Approving the Alpine Retreat @ Park City Unit 1, Amended Condominium Plat, Located at 1274 Park Avenue, Park City, Utah:

Rebecca Ward, Land Use Planner, stated this item would be continued while details were worked out.

Mayor Beerman opened the public hearing. No comments were given. Mayor Beerman closed the public hearing.

Council Member Worel moved to continue an ordinance approving the Alpine Retreat @ Park City Unit 1, Amended Condominium Plat, located at 1274 Park Avenue, Park City, Utah, to a date uncertain. Council Member Steve Council Member Joyce seconded the motion.

RESULT: CONTINUED TO A DATE UNCERTAIN

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

3. Consideration to Approve Ordinance 2020-07, an Ordinance Approving Evergreen Lot 1 Amended Plat, Located at 7058 Silver Lake Drive, Park City, Utah:

Rebecca Ward, Land Use Planner, stated the applicant wanted to enlarge the area of disturbance for the lot by 990 square feet. The actual buildable area would increase by 6.7%. She showed examples of other lots in the area where the area of disturbance had increased by more than the current request. She recommended amending Finding of Fact Three to 990 square feet.

Council Member Worel asked how the Planning Commission voted, to which Ward responded it was a unanimous vote.

Mayor Beerman opened the public hearing. No comments were given. Mayor Beerman closed the public hearing.

Council Member Joyce moved to approve Ordinance 2020-07, an ordinance approving Evergreen Lot 1 Amended Plat, located at 7058 Silver Lake Drive, Park City, Utah, as amended. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

4. Special Event Fee Reduction Update and Consideration to Approve FIS World Cup Fees in the Amount of \$13,190:

Jenny Diersen, Special Events Manager, updated Council on special event fee reduction requests. The World Cup requested a transit cost reduction as well as \$5,000 for Police fees for a total of \$13,190. She indicated this request was different from most because of the transit request.

Mayor Beerman opened the public hearing. No comments were given. Mayor Beerman closed the public hearing.

Council Member Henney moved to approve FIS World Cup Fees in the amount of \$13,190. Council Member Joyce seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

5. Consideration to Approve Ordinance 2020-09, an Ordinance Amending the Land Management Code (LMC) of Park City, Utah, Amending Master Planned Development Requirements, Section 15-6-5; Master Planned Affordable Housing Development, Section 15-6-7; And Defined Terms, Section 15-15:

Hannah Tyler, Senior Planner, reviewed that Cascadia Partners recommended some LMC amendments. The amendments brought tonight were zone required setbacks, an

1 open space reduction, and forwarding the Master Planned Affordable Housing
2 Development parking requirements to match the existing MPD standards.

3
4 Bruce Erickson, Planning Director, stated developers could come in and request further
5 parking reductions. Council Member Joyce recommended setting the parking
6 requirements after the study was completed so that no negotiation was allowed. Council
7 Member Henney heard negotiation was a good thing and noted the code was vague.
8 Council Member Joyce stated there were two problems. The MPD process was for
9 projects greater than 10 units, but it was designed around big developments. He
10 thought the City should meet with affordable housing developers and there should be
11 predictability, but with big developments there should be flexibility.

12
13 Tyler stated Section 15-3 was very clear on parking requirements, but the City could
14 listen to further requests. Council Member Joyce felt more specificity in the code would
15 be better. For example, if further parking reductions would be considered for properties
16 close to transit, that should be specified in the code. Tyler stated the goal would be to
17 come back with that. Council Member Doilney requested staff reduce the number as far
18 as they could. Tyler indicated the proposed change for zone required setbacks would
19 apply to all projects in the City so the projects could blend with the community, and
20 would cap at two acres.

21
22 Council Member Gerber asked about Planning Commission approval. Tyler stated she
23 would clarify that when this was brought back to Council. Council Member Henney
24 asked about the language and specifically the term "necessary." Erickson stated the
25 MPD covered everything from zero to 250,000 acres so there was variation that had to
26 be considered. He said the section in question applied for parcels over two acres. It was
27 indicated staff would bring back additional definitions.

28
29 Tyler stated open space requirements were also changed and indicated Planning Staff
30 recommended 20% with no usable open space requirement. The Planning Commission
31 favored 20% with 10% usable open space requirement. Cascadia Partners had
32 recommended 15% with no usable open space requirement.

33
34 Council Member Joyce expressed concern that the open space would be steep slopes if
35 there was not a portion that was required to be usable. Council Member Worel agreed
36 and stated steep slopes were not usable to the public. Council Member Gerber asked if
37 open space requirements could be lowered if the project was near a park or trails. She
38 preferred 20% open space with no usable requirement. Council Member Joyce stated
39 accommodations could be made for affordable housing. Council Member Doilney
40 thought setbacks allowed for open space. He asked how the Planning Commission
41 arrived at their decision. Erickson explained the zones should be compatible and
42 consistent. There should be no correlation between the requirements of delivering

1 parking, height, open space and community building, so the Planning Commission
2 considered it all in making its decision.

3
4 Mayor Beerman stated most property within the City was close to parks and trailheads,
5 but the City needed to make sure the project fit in with the neighborhood.

6
7 Jason Glidden, Affordable Housing Manager, indicated he felt setbacks should be set
8 according to zone instead of lot size in order to maintain the character of the
9 community. At the same time, he was in favor of bold changes. Erickson stated the infill
10 projects were close to transit and shopping. He would not recommend these code
11 amendments in far out areas.

12
13 Council Member Gerber agreed to 20% open space with no usable requirement, and
14 wanted the setbacks to fall back to the underlying zone setbacks. Tyler clarified the
15 zone required setbacks could be used without Planning Commission approval if the
16 property was under two acres.

17
18 Mayor Beerman requested the code define usable open space. Glidden stated it was
19 defined as accessible for residents in the development. Mayor Beerman wanted a
20 narrow interpretation. Council Member Joyce thought it couldn't be described well
21 enough to cover all circumstances. He was happy with the 20% open space
22 requirement. Council Member Doilney felt setbacks fulfilled the majority of open space
23 requirements, and hoped open space could be set at a 15% requirement.

24
25 Mayor Beerman opened the public hearing.

26
27 Craig Elliott stated normalizing the parking was good. He asked that the word
28 "necessary" be changed to "support." He agreed with Council Member Joyce on open
29 space and thought common area should be included in MPDs. He suggested allowing
30 two acre zones in the Estate and GC zones. The code lagged behind the need and
31 hopefully the community would see change because of it.

32
33 Mayor Beerman closed the public hearing.

34
35 The Council favored 20% open space with no usable requirement.

36
37 Council Member Joyce moved to continue Ordinance 2020-09, an ordinance amending
38 the Land Management Code of Park City, Utah, amending Master Planned
39 Development requirements, Section 15-6-5; Master Planned Affordable Housing
40 Development, Section 15-6-7; and Defined Terms, Section 15-15 to January 30, 2020.
41 Council Member Gerber seconded the motion.

RESULT: CONTINUED TO JANUARY 30, 2020

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

VII) ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder



PARK CITY COUNCIL MEETING MINUTES - DRAFT
445 MARSAC AVENUE
PARK CITY, SUMMIT COUNTY, UTAH 84060

January 21, 2020

The Council of Park City, Summit County, Utah, met in special meeting on January 21, 2020, at 11:30 a.m. in the City Council Chambers.

REGULAR MEETING

I) ROLL CALL

Attendee Name	Status
Mayor Andy Mayor Beerman Council Member Max Doilney Council Member Becca Gerber Council Member Tim Henney Council Member Steve Joyce Council Member Nann Worel Matt Dias, City Manager Mark Harrington, City Attorney Leah Langan, Deputy City Recorder	Present
None	Excused

III) PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

Mayor Beerman opened the meeting for public input on matters not being addressed on the agenda. No comments were given. Mayor Beerman closed the public input portion of the meeting.

VI) NEW BUSINESS

1. Request for Approval of LATE Type 2 Convention Sales Licenses for Businesses Operating During the 2020 Sundance Film Festival:

Beth Bynan, Business License Specialist, presented a list of late convention sales license (CSL) applications for approval. The applications were received after the posted and advertised deadline of January 10, 2020. Bynan reported the applicants submitted complete applications with floor plans, design occupant load, pre-inspection from the

1 Building Department, and paid Republic Service \$100 to recoup trash impacts.
2 Applicants also paid \$1,904.16 per license which was double the normal cost of a CSL.
3

4 Council Member Worel asked if Council was allowed to approve up to twelve
5 applications. Bynan clarified twelve was specific to liquor.
6

7 Mayor Beerman opened the meeting for public input. No comments were given. Mayor
8 Beerman closed the public input portion of the meeting.
9

10 Council Member Gerber asked if it would be beneficial to implement an additional fee
11 for multiple late applications originating from one location. Bynan responded that no
12 discussions had taken place specific to CSLs, but the location that had ten applications
13 had a major impact due to how many brands were coming in as well as crowd
14 management. Special Events staff met with the owner of the premise as well as three
15 others in the neighborhood.
16

17 Council Member Gerber inquired if a fee would help decrease the number of late
18 applicants as well as not allow a certain number of late applications per location.
19 Council Member Joyce added that it was easier to add an application to an existing
20 location rather than add a new location that had not gone through the inspection
21 process. Council Member Gerber agreed but countered that 10 late applications from
22 one location seemed excessive. Mayor Beerman noted it was the nature of the
23 application process and gave the example of a hospitality suite which required
24 applications from every table. Bynan affirmed there were a range of activations in single
25 locations.
26

27 Council Member Henney stated Council relied on staff to make tweaks to the process
28 which led to the current form of allowing locations that have been previously approved
29 to repurpose the space. He indicated that Council was open to any suggestions if the
30 current process became a burden on staff. Bynan indicated there were a combination of
31 factors that made an applicant late, including Thanksgiving being a week later this year.
32 Council Member Henney thanked Bynan for her perspective.
33

34 Council Member Worel asked if 427 Main Street would have crowd control or if crowd
35 control was only applicable if they were serving liquor. Bynan answered staff
36 recommended that locations create their own security plan when occupancy reached a
37 specific number. Council Member Worel asked if the security plan was a
38 recommendation or requirement. Bynan clarified that occupancy security plans were a
39 requirement.
40

41 Council Member Doilney stated he understood the hassle created by late applicants, but
42 due to the nature of the festival, it might be unavoidable. He gave late film entries as an
43 example. Bynan concurred it was a difficult line for staff to navigate as they did not want

to facilitate ambushers, but also wanted to keep the public safe so they advertised permits and deadlines.

Council Member Henney moved to approve Type 2 Convention Sales Licenses for businesses operating during the 2020 Sundance Film Festival. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

2. Consideration to Approve the Amendments to the 2020 Supplemental Plan and Level 5 Permit, in a Form Approved by the City Attorney:

Jenny Diersen, Special Events, presented this item and asked Council to approve two additional venues as requested by Sundance. The two venues included a temporary art display of sustainable materials by Dell at the Park City Museum, 528 Main Street. Staff received information that the specific location outlined in the staff report would not be possible, so they were working together to finalize an exterior location at the museum. The second location for approval was the High West Nelson Cottage, 651 Park Avenue.

Council Member Gerber inquired about the activations that would take place in the tent located at the cottage. Diersen responded that High West was an official sponsor and would host a variety of events. Council Member Gerber asked if there would be amplified music. Diersen answered High West did not request additional noise variances. Council Member Doilney asked if Dell received an alcohol permit. Diersen stated the Dell activation would consist of an exterior art display and did not require a permit.

Mayor Beerman asked if there were operating hours at the Nelson Cottage. Diersen was unsure of specific operating hours, but stated all noise must end by 10:00 p.m. She added that one of the conditions of approval was that High West not create additional impacts on the residents in the area with the addition of the exterior tent. Mayor Beerman inquired if a condition of approval required the tent be closed. Diersen thought an addition to include this condition could be made, but was not aware of plans for music to play outside of the noise ordinance time. Mayor Beerman asked if all bars were required to close their doors regardless of whether music was played. Diersen affirmed. Mark Harrington, City Attorney, stated the City already required the restriction and warned against enabling music that had not been requested. Diersen added staff requested an operation plan from High West to ensure no noise occurred outside of ordinance hours in the residential neighborhood.

Mayor Beerman opened the public hearing. No comments were given. Mayor Beerman closed the public hearing.

Jonathan Weidenhamer, Economic Development, noted the display area previously considered at the Park City Museum would not work. Staff sought permission to allow the museum to sublet any portion of their lot to display the art piece which could include the Dolly's Bookstore walkway. Council Member Gerber asked if the entire walkway would be blocked. Weidenhamer responded they were attempting to be as flexible as possible, but it would not block public access and would maintain wheelchair access. Mayor Beerman clarified that the area still had to meet building code criteria.

Council Member Joyce moved to approve the amendments to the 2020 Supplemental Plan and Level 5 Permit, in a form approved by the City Attorney. Council Member Doilney seconded the motion.

RESULT: Approved

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

V) ADJOURNMENT

VI. PARK CITY REDEVELOPMENT AGENCY MEETING

I) ROLL CALL

Attendee Name	Status
Chair Andy Mayor Beerman Board Member Max Doilney Board Member Becca Gerber Board Member Tim Henney Board Member Steve Joyce Board Member Nann Worel Matt Dias, City Manager Mark Harrington, City Attorney Leah Langan, Deputy Secretary	Present
None	Excused

II.) NEW BUSINESS

1. Consideration to Authorize Matt Dias, Executive Director of the Lower Park Redevelopment Agency, to Grant Façade Easements on Properties Located at 1333 & 1353 Park Avenue

Jason Glidden presented the item and stated staff would like to put façade easements on two historic properties that were part of Woodside Phase I in cooperation with the RDA.

Board Member Joyce asked if façade easements were put in place on previous properties. Glidden affirmed 1450 and 1460 Park Avenue are protected with façade easements. Board Member Joyce asked if easements affected residents from acquiring mortgages. Glidden responded that it only protected the nature of the building and had not affected mortgages.

Board Member Gerber inquired if the HOA assisted with repair and maintenance payments or if the responsibility fell entirely on the homeowners. Glidden answered the HOA did assist with repairs.

Chair Beerman opened the meeting for public input. No comments were given. Chair Beerman closed the public input portion of the meeting.

Board Member Gerber moved to authorize Matt Dias, Executive Director of the Lower Park Redevelopment Agency, to grant façade easements on properties located at 1333 and 1353 Park Avenue. Board Member Henney seconded the motion.

RESULT: APPROVED

AYES: Board Members Doilney, Gerber, Henney, Joyce, and Worel

VII) ADJOURNMENT

With no further business, the meeting was adjourned.

Leah Langan, Deputy City Recorder



PARK CITY COUNCIL MEETING MINUTES - DRAFT
445 MARSAC AVENUE
PARK CITY, SUMMIT COUNTY, UTAH 84060

January 30, 2020

The Council of Park City, Summit County, Utah, met in open meeting on January 30, 2020, at 3:00 p.m. in the City Council Chambers.

Council Member Henney moved to close the meeting to discuss property, personnel and litigation at 3:00 p.m. Council Member Joyce seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

CLOSED SESSION

Council Member Joyce moved to adjourn from Closed Meeting at 4:00 p.m. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

WORK SESSION

Discuss City Employee Compensation Study:

Brooke Watters and Jolene Weston, Human Resources, and Lia Santos, Principal and David Paul, Senior Analyst of Mercer Corporation, presented this item. Santos explained the focus that Mercer had in compensation studies. Council Member Gerber asked if they took cost of living into consideration. Santos stated they took cost of labor into consideration more than cost of living.

Santos indicated the study would be performed for fulltime employees only. She gave examples of different nuances that cities had that she would take into account in the study. She indicated Mercer used published compensation survey data as well. The benefits offered by the City would be analyzed as part of the study. It was important to define peer groups before beginning external market comparisons. Santos noted the report would be finalized prior to the budget process.

Paul stated he was impressed with the entire management team, and in his experience with Mercer, the Park City managers were the most proactive of any firm Mercer had as

clients. He indicated total compensation included bonuses. They didn't study all benefits, such as dogs at City Hall, but they would take note of that incentive for employees. He stated Park City was very innovative in its strategy for attracting employees. His goal was to give a competitive salary range, and where in the range Park City ranked.

Council Member Joyce asked if Mercer would look at life balance incentives, such as four-10 hour work weeks or working remotely one day per week. Santos stated there were cultural considerations, and she could look at that.

Council Member Worel read of a City that removed the educational requirement if applicants had experience in that field in order to attract employees. She asked if Mercer would be looking at job qualifications. Santos indicated they would look at educational requirements and noted Park City had very good job descriptions. Watters stated that was a good internal project for HR and they could look at that.

Jolene Weston introduced Andrew Kaplan, who worked on putting together the Blue Ribbon Commission, and she thanked him for his work. Santos stated it reflected well on the City that they invested in their employees and contracted this compensation study.

The Council went into recess so they could attend the Sundance Festival Bonfire and Storytelling event located at the Flagpole Parking Lot, 557 Swede Alley.

STUDY SESSION

Historic District Grant Program Review:

Caitlyn Barhorst, Historic Preservation Planner, presented this item. She indicated some revisions were being made to the Historic District Grant Program. The mission statement had been updated and she reviewed new amounts that would be set aside for repairs and disbursements. She also discussed the goals for the program, as well as eligibility requirements.

Barhorst proposed to use funds for projects that could be completed within the next fiscal year. She noted there was a cap of \$25,000 for grants. Council Member Gerber clarified there was approximately \$127,000 per year that could be dispersed. She asked why the work completion date was set at June 1st. Barhorst indicated the applicant had 20 months from application approval until the completion due date. Tyler explained the June 1st deadline was for staff to complete paperwork prior to the end of the fiscal year.

Council Member Worel asked how staff would determine residency from applicants. Erickson explained most requirements were eliminated in the interest of preservation.

Mayor Beerman reviewed that the mission statement stated the grant applied to structures on the Historic Sites Inventory, and indicated there were structures that needed to be preserved that weren't on that inventory. Barhorst indicated that wording would be removed. Council Member Joyce asked if the grants made a difference since the amount was small. Barhorst stated window restoration and roofs were some projects that could be funded with these grants.

Council Member Joyce was uncomfortable using these funds for City projects. Erickson gave examples of a barn or some trams on Treasure Hill as possible structures on City property that could qualify. Mayor Beerman asserted there were funds that couldn't carry over to the next year, and those could be used for these kinds of City projects. Council Member Joyce favored Mayor Beerman's proposal.

Tyler stated there would be a lot of interest if mine sites were deemed eligible for these grants. Sally Elliott detailed the repairs needed on some of the mines. Council Member Joyce requested that the map of historic structures be made available to the public on the City website. Erickson explained the history of historic preservation in Park City.

Elliott stated she was encouraged to apply for special service contracts, but her applications were never accepted. She asked about this application process and stated she would email staff for help.

REGULAR MEETING

I) ROLL CALL

Attendee Name	Status
Mayor Andy Mayor Beerman Council Member Max Doilney Council Member Becca Gerber Council Member Tim Henney Council Member Steve Joyce Council Member Nann Worel Matt Dias, City Manager Margaret Plane, Special Counsel Michelle Kellogg, City Recorder	Present
None	Excused

II) APPOINTMENTS

1. Consideration to Appoint Deanna Rhodes, Diego Zegarra, Joseph Lair, Claire Marlin, and Jeremy Sheppe to the Blue Ribbon Municipal Employee Compensation Commission:

Brooke Watters, HR Manager, presented this item and explained the Blue Ribbon Commission was being formed to help with the City employee compensation study. There was much interest and a selection committee was formed, with the above listed individuals being selected. Council Member Gerber asked how many applicants there were. Watters stated there were 11 applicants, but two didn't live within the City boundaries.

Council Member Joyce asked about the makeup of the selection committee, to which Terri Orr indicated it was she and Andrew Kaplan. Council Member Joyce expressed his hope that there would be people with big business experience, and asked if the committee could be expanded to include those types of people. Council Member Doilney stated he talked with Kaplan earlier today and stated Kaplan was on the previous commission when a compensation study was performed. Mayor Beerman agreed with Council Member Joyce and requested a few people that were from the lodging or big restaurant community join the Blue Ribbon Commission.

Orr thought Mercer's role would accomplish what Council was asking. Dias felt it was reasonable to ask for a couple representatives from big businesses in town, and the names could be approved by the Mayor. Mayor Beerman stated when consultants performed studies, many in the community challenged the recommendations because the consultants were not from the area. Having a blue ribbon commission gave the process a third party that could confirm or contradict the findings from Mercer. Council Member Doilney favored having a business person from the community sit on the commission as well.

Mayor Beerman opened the meeting for public input.

Joseph Lair stated he was one of the commission appointees and indicated he used to work for American Stores before they were acquired by Albertsons. He had the experience the Council was looking for.

Council Member Henney moved to appoint Deanna Rhodes, Diego Zegarra, Joseph Lair, Claire Marlin, and Jeremy Sheppe to the Blue Ribbon Municipal Employee Compensation Commission as well as look to recruit another one or two people to fill positions to round out the commission with a focus on large employers. Council Member Joyce seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

1 **III) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF**

2
3 **Council Questions and Comments:**

4 The Mayor and Council reviewed the meetings, events and activities they participated in
5 since the last meeting. Mayor Beerman stated he would be travelling to Courchevel with
6 the exchange students in two weeks, and indicated Margaret Plane and her husband
7 would be going as well. He also noted the Joint City/County meeting scheduled for
8 February 5th was postponed, but schedules would be coordinated for a new meeting
9 date.

10
11 **Staff Communications Reports**

12
13 **1. On Board Transit Survey Update:**

14
15 **2. Downtown Business Improvement District - Trash and Administration**
16 **Contracts:**

17
18 **IV) PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON**
19 **THE AGENDA)**

20
21 Mayor Beerman opened the meeting for public input on items not being discussed on
22 the agenda.

23
24 Allison Florence supported the affordable housing, transportation and social equity
25 issues that Council was tackling. She gave examples of living by people with different
26 socio-economic statuses and she indicated she liked it. She thought human connection
27 was important. She also favored density and felt it promoted all three of these issues.

28
29 Mayor Beerman closed the public input portion of the meeting.

30
31 **V) CONSENT AGENDA**

32
33 **1. Request to Authorize the City Manager to Execute Contract Change Order No. 1**
34 **to the Construction Agreement with Rowser Construction LLC, in a Form**
35 **Approved by the City Attorney, for an Amount of \$14,025.00 for Guardrail**
36 **Installation on Royal Street, Norfolk Avenue, and Deer Valley Drive:**

37
38 **2. Request to Approve the 2020 Legislative Platform:**

39
40 Council Member Gerber moved to approve the Consent Agenda. Council Member
41 Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

VI) OLD BUSINESS

1. Consideration to Approve Ordinance 2020-09, an Ordinance Amending the Land Management Code of Park City, Utah, Amending Master Planned Development Requirements, Section 15-6-5; Master Planned Affordable Housing Development, Section 15-6-7; and Defined Terms, Section 15-15:

Hannah Tyler, Senior Planner, presented this item and reviewed the changes requested by Council at the last meeting.

Council Member Gerber asked if it would be better in Section 15-6-5(c) to say two acres instead of less than two acres. Mayor Beerman asked staff to review the language to make it consistent with regard to the two acre verbiage.

Council Member Worel asked that language be added that before a fee-in-lieu was granted, it should be determined that there was sufficient parking in the surrounding area or a parking area should be constructed in another location. She thought without this consideration there wouldn't be enough parking for the neighbors. Council Member Gerber felt that suggestion went against the point of reduced parking. She suggested a residential parking permit system for surrounding streets if parking was reduced. Tyler indicated one of the requirements for the fee-in-lieu option was being close to transit, and it was thought many who would live there wouldn't have a vehicle and would use transit.

Glidden stated parking and height were topics that staff would look to other entities as examples and come back to Council with more information. Tyler stated if this ordinance was passed it wouldn't be perfect, but staff would come back with updated amendments for this section of code.

Mayor Beerman agreed with Council Member Gerber that the purpose for the reduced parking was to eliminate vehicles. Having the housing location close to transit was the benefit. Council Member Joyce agreed and thought people who couldn't park their cars shouldn't live there. Council Member Worel thought some people needed a car for their jobs. Council Member Joyce thought prohibiting vehicles could be location specific. Council Member Gerber stated parking was not free, and people without vehicles could have more affordable housing as a result of not having a car. Council Member Henney felt not having parking was inclusive for people who didn't have cars.

Council Member Joyce asked for a definition of being on a transit route and a definition for the length of a block within the ordinance.

Mayor Beerman opened the public hearing. No comments were given. Mayor Beerman closed the public hearing.

Council Member Joyce moved to approve Ordinance 2020-09, an ordinance amending the Land Management Code of Park City, Utah, amending Master Planned Development Requirements, Section 15-6-5; Master Planned Affordable Housing Development, Section 15-6-7; and Defined Terms, Section 15-15, with the amendment of making verbiage consistent regarding the split for two acres. Council Member Henney seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, and Joyce

NAY: Council Member Worel

2. Cross Country Concessionaire Program Discussion:

Logan Jones and Heinrich Deters, Trails and Open Space Department, presented this item. Jones reviewed the history of the Golf Course Winter Concessionaire program. Now that the City acquired the Armstrong Snow Ranch Pastures, the proposal was to expand the Nordic course. Mayor Beerman asked if the course would be managed by the concessionaire, to which Jones affirmed. Mayor Beerman asked if snowshoeing would be allowed. Deters stated it would be for Nordic skiing and snowshoes, Nordic skiing would have an associated fee, but snowshoeing would not have a fee.

Jones asked how to incorporate residential access to the public open space. Mayor Beerman suggested McPolin Barn was open space and a fee shouldn't be charged. He suggested, if this was approved, that the City might want to reduce the rent or subsidize the grooming of the course. He also thought residents could show their IDs and get a season pass. Deters favored that suggestion.

Council Member Doilney thought there should be clear lines since there would be access questions for the Armstrong property as well. He indicated if one part had free access, there would be requests for free access to other areas. Council Member Joyce stated there were many areas for free skiing. The concessionaire was doing work to make the track acceptable. There were no dogs and bikes, and there were restrooms, which was attractive to users.

Council Member Doilney stated Option Two was to offer a reduced cost to those living within the school district boundaries, and he thought that option could be tested to see how it worked. Council Member Henney didn't have anyone tell him they should ski there for free. Although free skiing would be nice, he didn't think it was needed by the community. Council Member Gerber thought it would be consistent to charge a reduced rate for residents like was charged at the MARC and the Ice Rink.

Council Member Worel thought it would be confusing to charge for some areas, but not other areas. Council Member Joyce favored a local discounted pass and thought it would be consistent. Council agreed.

VII) NEW BUSINESS

1. Consideration to Approve Ordinance 2020-06, an Ordinance Approving the 322 Park Avenue Plat Amendment Located at 322 Park Avenue, Park City, Utah:

Mayor Beerman disclosed this property was two lots away from his residence. Alex Ananth, Planner, presented this item and indicated two lots would be combined to form one lot.

Mayor Beerman asked why this lot wasn't combined when the original approval was given. Erickson stated the utility pad was installed prior to Parkite's redevelopment, so Parkite didn't need the redevelopment in that location. Council Member Henney asked why the Planning Commission didn't have any comments, even though it was a four to one vote. Ananth stated there was a complaint about the structural integrity of the retaining wall. Planning Commission directed staff to do a site visit, and she thought that might have affected that one vote.

Mayor Beerman opened the public hearing. No comments were given. Mayor Beerman closed the public hearing.

Council Member Henney moved to approve Ordinance 2020-06, an ordinance approving the 322 Park Avenue Plat Amendment located at 322 Park Avenue, Park City, Utah. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

2. Consideration to Continue an Ordinance Approving 802 Empire Avenue Subdivision, Located at 802 Empire Avenue, Park City, Utah:

Mayor Beerman opened the public hearing. No comments were given. Mayor Beerman closed the public hearing.

Council Member Gerber moved to continue an Ordinance Approving 802 Empire Avenue Subdivision, Located at 802 Empire Avenue, Park City, Utah to March 19, 2020. Council Member Henney seconded the motion.

RESULT: CONTINUED TO MARCH 19, 2020

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

3. Consideration to Approve Ordinance 2020-10, an Ordinance Approving a One Year Extension of the March 8, 2018 Approval of the Alice Claim Subdivision and Plat Amendment Located at the Intersection of King Road, Ridge Avenue, and Sampson Avenue, Park City, Utah:

Alex Ananth, Planner, Corey Legge, Engineering Department, and Jerry Fiat, applicant, were present for this item. Ananth stated this was a request to extend the subdivision approval for one year. The original approval gave the applicant two years to record the plat, but they needed more time to make improvements. In looking at the property, there had been no changes. Staff recommended approval.

Council Member Joyce disclosed he was on the Planning Commission during the approval process for this subdivision. The Planning Commission required additional improvements prior to approving the plat and that was the reason for the two year approval period, yet the owner still didn't meet the deadline.

Fiat stated the Engineering Department went through many changes in the last couple years and his project was delayed. His permit was denied because some conditions weren't met. He finally got the permit in September, but had to stop for the winter. He noted if this extension was denied he could bond and proceed in the spring.

Council Member Joyce asked Legge if all the applicant's issues had been taken care of. Legge stated the permit was issued August 14th, which was late in the season, but they got sewer laterals in before winter.

Mayor Beerman opened the public hearing. No comments were given. Mayor Beerman closed the public hearing.

Council Member Joyce moved to approve Ordinance 2020-10, an ordinance approving a one year extension of the March 8, 2018 approval of the Alice Claim Subdivision and Plat Amendment located at the intersection of King Road, Ridge Avenue, and Sampson Avenue, Park City, Utah. Council Member Henney seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

4. Consideration to Approve Ordinance No. 2020-11, an Ordinance Approving a One Year Extension of the March 8, 2018 Approval of the Ridge Avenue Subdivision, Amending Lot 1, Located at the Intersection of King Road, Ridge Avenue, and Sampson Avenue, Park City, Utah:

Alex Ananth, Planner, reviewed that this was also an extension request associated with the previous extension request.

Mayor Beerman opened the public hearing. No comments were given. Mayor Beerman closed the public hearing.

Council Member Joyce moved to approve Ordinance No. 2020-11, an ordinance approving a one year extension of the March 8, 2018 approval of the Ridge Avenue Subdivision, amending Lot 1, located at the intersection of King Road, Ridge Avenue, and Sampson Avenue, Park City, Utah. Council Member Henney seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

5. Consideration to Approve Ordinance 2020-08, an Ordinance Amending the Parking Code of Park City, Utah, Amending Section 9-10-03 Anti-Idling AND Approve Resolution No. 01-2020, an Anti-Idling Resolution for Motorized Vehicles in Park City, Utah, and Declaring Park City, Utah to be an idle-Free City:

Luke Cartin and Celia Peterson, Environmental Sustainability, presented this item. Peterson stated Park City was the first city in Utah to pass an anti-idling ordinance. State law changed the requirement to cities only needing to issue one warning prior to issuing a citation instead of the previous requirement of three warnings. This ordinance was updated to be consistent with State law. Peterson explained the anti-idling resolution was being updated as well to reflect the current law and noted the outdoor temperature language was eliminated.

Council Member Worel asked if State law prohibited idling on private property such as grocery store parking lots. Peterson stated citations could be issued for public parking lots, but not at private residences. She noted outreach was being performed with taxis so they knew of the ordinance.

Council Member Henney felt the intent of the state law had changed. Peterson indicated because of poor air quality, the State wanted to take active measures, including the passage of this law. Mayor Beerman stated there were 11 air quality bills that passed in the State Legislature last year.

Council Member Gerber asked if stronger language could be used in the ordinance and resolution, and requested the word "encourages" be changed to "prohibits."

Mayor Beerman asked if Uber and taxis could lose their licenses if they didn't follow this law. Margaret Plane stated Transportation Network Companies (TNC) were licensed through the State and the City couldn't enforce that. Council Member Doilney suggested escalating the fines for those with multiple citations. Peterson stated the fine structure had to follow the parking fee schedule.

Council Member Joyce indicated there used to be a tiered fine that really escalated with multiple violations, but the State Legislature prohibited the drastic increases. Plane clarified the State prohibited doubling and tripling fines, but they didn't set a minimum or maximum threshold.

Mayor Beerman opened the public hearing.

Mike Sweeney stated as he walked through his parking garage, he told drivers to turn their cars off. He thought the public should help with education and enforcement.

Mayor Beerman closed the public hearing.

Council Member Gerber moved to approve Ordinance 2020-08, an Ordinance amending the Parking Code of Park City, Utah, amending Section 9-10-03 Anti-Idling AND approve Resolution No. 01-2020, an Anti-Idling Resolution for Motorized Vehicles in Park City, Utah, and Declaring Park City, Utah, to be an idle-Free City, amending the language from "encourages" to "prohibits" idling longer than one minute. Council Member Doilney seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

6. Consideration to Authorize a Change Order with Lake|Flato Architects for Additional Architecture and Engineering Design Services for the Arts and Culture District, Not to Exceed \$338,000, in a Form Approved by the City Attorney:

Matt Dias, City Manager, indicated Nate Rockwood was leaving the City to work for Midvale City. He expressed appreciation from all in the City for all the work Rockwood did with the Bonanza Flat and Treasure Hill bonds, as well as his work on the Arts and Culture District project. Dias also introduced David Everitt, and noted he was a project manager working on the Arts and Culture District.

Rockwood reviewed the process of hiring the architect and the scope of the contract. The City was ready to present the Arts and Culture District Master Planned Development (MPD). He noted he went above and beyond with this project and he knew the community would be pleased with the result. The change orders would include additional time needed to complete the first phase of the scope. This project included affordable housing, transit, and environmental sustainability. Mayor Beerman explained the design was approved by the three entities, but it needed to be engineered to see if it would work.

Rockwood noted he talked to Prospector Square HOA about the proposed bridge over Bonanza Drive and they supported it. He reviewed the timeline for the MPD and indicated there should be a lot of outreach and public presentations with the community.

Council Member Joyce asked for an update on where the financing was coming from, construction estimates, etc. as part of the MPD process. Rockwood stated he would leave a funding plan with Everitt. Council Member Joyce stated financing the project should be part of the community presentations.

Mayor Beerman opened the meeting for public input. No comments were given. Mayor Beerman closed the public input portion of the meeting.

Council Member Joyce moved to authorize a change order with Lake|Flato Architects for additional architecture and engineering design services for the Arts and Culture District, not to exceed \$338,000, in a form approved by the City Attorney. Council Member Henney seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

VIII) ADJOURNMENT

IX) PARK CITY HOUSING AUTHORITY

I) ROLL CALL

Attendee Name	Status
Chair Andy Mayor Beerman Board Member Max Doilney Board Member Becca Gerber Board Member Tim Henney Board Member Steve Joyce Board Member Nann Worel Matt Dias, City Manager Margaret Plane, Special Counsel Michelle Kellogg, Secretary	Present
None	Excused

II) PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

Chair Beerman opened the public hearing for matters not on the agenda. No comments were given. Chair Beerman closed the public hearing.

III) NEW BUSINESS

1. Review the Intermountain Healthcare (IHC) and Physician Holdings' Third Amendment to the Housing Mitigation Plan to Fulfill its Affordable Housing Obligations:

Jason Glidden, Affordable Housing Manager, Morgan Bush, IHC, and Bill Pidwell, Physicians Holdings, were present for this item. Glidden stated he needed clarification from a previous approval for the IHC/Physicians' Holdings deed restrictions on 12 units that were deed restricted for affordable housing. As staff looked at lease agreements, it was discovered there was a master lease with Steins, in which they paid a fee to the owner above and beyond the affordable rent paid by the tenants. He needed approval by Council that this employer fee was acceptable. He noted if these units were rented to individuals instead of an employer, the owner would be required to rent at the affordable rate.

Council Member Gerber asked if the deed restriction was the same as the City deed restriction. Glidden stated the deed restriction was the same in that there was a cap of rent charged, but there was a fee for the master lease. Council Member Gerber asked if a cap could be placed on the extra fee for a master lease. Glidden thought there should not be a cap because the market would correct any excess fees. Council Member Gerber felt the owner was getting paid twice and it wasn't increasing the affordable housing inventory. Council Member Joyce asserted the owner could turn the units into market rate units if the deed restrictions weren't in place.

Council Member Gerber thought a master lease fee was a good idea, but indicated it shouldn't be for companies that had housing obligations. In this case, Steins was paying a master lease for units that were already deed restricted. She hoped to put a value on a deed restriction. Council Member Henney knew this was not creating additional housing stock, but he favored this model and thought this was what the City was trying to accomplish. Council Member Doilney agreed and liked creative methods of adding to the affordable housing inventory. Council Member Worel was in favor of this model as well since the units would remain affordable to renters. Council Member Joyce thought this model could be replicated as big companies looked for affordable housing for their employees.

Mayor Beerman stated Council Member Gerber had a valid concern, but the City goal was to create deed restricted units. The proposed model made sense, but the Rail Central Condos were affordable just because of their size. So in that sense, the City was undoing its ability to get additional stock. He felt the City didn't have the right to get in the middle of economics if a business found a cost effective way to meet its affordable housing obligation.

Glidden stated options were brought to Council for affordable housing, and Council could weigh-in on a case-by-case basis. Mayor Beerman knew the private market would be helping the City meet its housing goals, but Council had final say.

Chair Beerman opened the public hearing.

Mike Sweeney stated he was in on this project from the beginning, and indicated this was the mechanism they came up with to make the project work. He stated he was committed to affordable housing projects, and he would be coming to Council in the near future with his projects.

Chair Beerman closed the public hearing.

Bush stated additional density to his facility was granted so his obligation increased by 20 units. He would be finding another partner to achieve this obligation. He favored this model and felt it met the City's goal.

Council Member Joyce moved to uphold the Intermountain Healthcare (IHC) and Physician Holdings' Third Amendment to the Housing Mitigation Plan to fulfill its affordable housing obligations. Council Member Doilney seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Henney, Joyce, and Worel

NAY: Council Member Gerber

IV) ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder



PARK CITY COUNCIL MEETING MINUTES - DRAFT
445 MARSAC AVENUE
PARK CITY, SUMMIT COUNTY, UTAH 84060

February 6, 2020

The Council of Park City, Summit County, Utah, met in open meeting on February 6, 2020, at 4:30 p.m. in the City Council Chambers.

Council Member Henney moved to close the meeting to discuss property, personnel and litigation at 4:33 p.m. Council Member Doilney seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

CLOSED SESSION

Council Member Joyce moved to adjourn from Closed Meeting at 5:30 p.m. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

STUDY SESSION

Park City Library Annual Update - FY 2019:

Adriane Herrick-Juarez, Library Director, presented this item and stated the newly renovated library was going into its fifth year of operation. She presented a report of statistics regarding library users during Fiscal Year 2019 and noted an increase in visits over FY 2018 by 5,500. A new policy implemented last year was ending the tradition of charging fines for overdue library items. The library increased its social equity emphasis by tripling the number of Spanish and bilingual programs, which currently served 1,400 Spanish speakers. She also discussed programs and events for neuro-diverse people and other demographics in the community.

Herrick-Juarez discussed the success of the children's, youth, and teen programs. She also reviewed the upgrades to the library's extensive databases. She thanked the Friends of the Library, the community, and the support of the Council for their help in making the library such a success.

Council Member Henney commented that the Park City Library bucked the national trend with the increase in users. He liked seeing all the activity in the library when he visited. One board member quoted a statistic that currently more people went to the library than to the movies. Council Member Doilney noted families with children visited and took advantage of the programs for children, and adults liked the adjacent coffee shop.

Council Member Worel stated she served as a liaison to the Library Board, and indicated the board was always looking for new things that would push the library into new horizons. She noted the board was working with the Environmental Sustainability Department for ideas to make the library more sustainable. Mayor Beerman reviewed the history of building a 21st century library. He stated the library exceeded the mark, there were amazing staff and programs, and he encouraged the library staff, board and friends to keep doing what they were doing. Herrick-Juarez indicated they wanted to be cutting edge and she welcomed all suggestions.

REGULAR MEETING

I) ROLL CALL

Attendee Name	Status
Mayor Andy Mayor Beerman Council Member Max Doilney Council Member Becca Gerber Council Member Tim Henney Council Member Steve Joyce Council Member Nann Worel Matt Dias, City Manager Mark Harrington, City Attorney Michelle Kellogg, City Recorder	Present
None	Excused

II) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

The Mayor and Council reviewed the meetings, activities and events they attended since the last meeting. Council Member Doilney noted the school closing last Monday and stressed the need for affordable housing so teachers and other Park City workforce could live and work in the City. He also updated Council on the lady that got hit by a car during the Sundance Festival.

Staff Communications Report:

1
2 **1. Bus Stop Inventory and Accessibility Study:**
3

4 **III) PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE**
5 **AGENDA)**

6 Mayor Beerman opened the public hearing for matters not on the agenda.
7

8 Bill Humbert thanked Council for approving him as a member of the Library Board. He
9 also noted three people parked in front of his house during Sundance even though there
10 was a fire hydrant there. He made suggestions for bus routes as well. He felt City staff
11 and the Council did a great job for the City.
12

13 Mayor Beerman closed the public hearing.
14

15 **IV) CONSIDERATION OF MINUTES**
16

17 **Consideration to Approve the City Council Meeting Minutes from January 9, 2020:**
18

19
20 Council Member Gerber moved to approve the City Council Meeting minutes from
21 January 9, 2020. Council Member Joyce seconded the motion.

22 **RESULT: APPROVED**

23 **AYES:** Council Members Doilney, Gerber, Henney, Joyce, and Worel
24

25 **V) CONSENT AGENDA**
26

27 **1. Request to Approve an Addendum to Professional Services Contract with**
28 **Future IQ for \$25,000 for Additional Visioning Services as Part of the Park City**
29 **Vision 2020 Project:**
30

31 **2. Request to Approve the Disposition of City Property Located at 1333 Park**
32 **Avenue, 1343 Park Avenue, 1353 Park Avenue, 1350 Woodside Avenue, and 1835**
33 **Three Kings Drive, and Authorize the City Manager to Enter into Sales Contracts**
34 **with Qualified Buyers:**
35

36 Council Member Joyce moved to remove Item One off the Consent Agenda.
37

38 Council Member Joyce moved to approve Consent Agenda Item Two. Council Member
39 Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

1. Request to Approve an Addendum to Professional Services Contract with Future iQ for \$25,000 for Additional Visioning Services as Part of the Park City Vision 2020 Project:

Council Member Joyce asked why there was a \$10,000 addendum for Sustainable Tourism and asked for more information. Jed Briggs stated next week the think tank would reconvene to discuss the action pillars and the next steps, then the Future Summit meeting would take place and finally the Council retreat. He stated part of the process was diving into the strategic pillars to form a plan. One of the pillars was Sustainable Tourism. Briggs explained that the aim of Sustainable Tourism was to increase benefits and reduce impacts caused by tourism for destinations. Future iQ would focus on giving staff direction. This was not part of the original scope. They would be coming back to have a think tank session to discuss the specific issues so people could have a clear understanding.

Mayor Beerman stated this addendum was in response to his request to bring back Future iQ. He felt Sustainable Tourism could be a framework to balance events and residents' needs, and he thought it would be worth it to bring in stakeholders and residents and dive into the issue. He stated if it was a pillar, it should be defined and the City should know what actions to take.

Council Member Joyce moved to approve an addendum to Professional Services Contract with Future iQ for \$25,000 for additional visioning services as part of the Park City Vision 2020 Project. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

VI) NEW BUSINESS

1. Consideration to Continue an Ordinance Approving the 182 & 184 Daly Avenue Plat Amendment, Located at 182 and 184 Daly Avenue, Park City, Utah:

Bruce Erickson, Planning Director, stated this item would be continued because it was technical and the data was not clear yet.

Mayor Beerman opened the public hearing. No comments were given. Mayor Beerman closed the public hearing.

Council Member Worel moved to continue an ordinance approving the 182 & 184 Daly Avenue Plat Amendment, located at 182 and 184 Daly Avenue, Park City, Utah to February 27, 2020. Council Member Gerber seconded the motion.

RESULT: CONTINUED TO FEBRUARY 27, 2020

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

2. Consideration of Ordinance 2020-12, an Ordinance Repealing Land Management Code § 15-3-5, Driveway Standards for Private Driveways within Platted, Unbuilt City Streets:

Rebecca Ward, Land Use Planner, presented this item. She indicated the repeal of this section of the code would be for applicants for conditional use permits (CUP) for driveways in public rights-of-way. Staff was working on a replacement code in which requests would not be allowed through the CUP process. The Planning Commission voted five to one with the dissenter wanting this to remain in the code until the replacement code was approved.

Ward reviewed the history of this section of the code. She referred to an Engineering memo from 1998 that included 11 criteria, and when the City updated the Land Management Code (LMC) in 2000, some of those recommendations were codified and people were able to apply for CUPs if they met the criteria. Since 2000, only two CUPs were approved, and they could be revoked if necessary. Ward indicated the new code would be on the March 26th agenda for approval, but in the meantime, the Council could consider any of these proposals or an applicant could petition the City to vacate a public right-of-way for a driveway.

Council Member Worel asked if there were any applications that would be affected by this repeal. Ward stated the current applications could proceed through the process. The repeal would only affect new applications going forward.

Council Member Doilney discussed the two options in the staff report and thought there was a contradiction. Erickson stated there were 700 encroachment agreements, most being snowmelt encroachments. Those were different than expanding a driveway on a City right-of-way. In March, the encroachments would be broken down and explained.

Council Member Henney felt CUPs were a gray area and he favored specificity. He knew there were certain situations where they worked, but this use was not one of the scenarios that was in a gray area. He preferred applicants coming to request a variance.

Council Member Joyce felt this right-of-way was the City's and it shouldn't be given away if an applicant could prove mitigation. He thought rights-of-way were the City's to negotiate, not the applicant's to claim. He appreciated the quick action for changing the

code. Council Member Worel agreed with Council Member Joyce and liked that encroachments were revocable.

Council Member Henney asked why the City had CUPs. Harrington stated the process evolved over the years, but there had to be proof that certain mitigations satisfied the requirements. He stated having public notice gave the process an additional step in a layer of protection for the City and neighbors. Then State law and statutory law changed. The CUP was a good idea at the time. Harrington indicated the Planning Commission still wanted to be involved in the process and still wanted public notice for these issues. Council Member Henney thought this process should be taken a step further and the City should minimize CUPs when there were other mechanisms like encroachment agreements which might be more appropriate.

Mayor Beerman opened the public hearing. No comments were given. Mayor Beerman closed the public hearing.

Council Member Gerber moved to approve Ordinance 2020-12, an ordinance repealing Land Management Code § 15-3-5, Driveway Standards for Private Driveways within Platted, Unbuilt City Streets. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

3. Consideration to Continue an Ordinance Approving an Extension of City Council's January 2019 Approval of Ordinance No. 2019-03, an Ordinance Approving the 510 Ontario Avenue Plat Amendment, Located at 510 Ontario Avenue, Park City, Utah, and Ordinance No. 2019-04, an Ordinance Amending Ordinance No. 15-12, an Ordinance Approving the Roundabout Condominiums First Amendment, Located at 300 Deer Valley Drive, Park City, Utah:

Rebecca Ward, Land Use Planner, indicated the applicant requested a continuation of this item.

Mayor Beerman opened the public hearing. No comments were given. Mayor Beerman closed the public hearing.

Council Member Joyce asked if there would be negotiations with the applicant and the HOA, to which Erickson responded in the affirmative.

Council Member Worel moved to continue an ordinance approving an extension of City Council's January 2019 approval of Ordinance No. 2019-03, an ordinance approving the 510 Ontario Avenue Plat Amendment, located at 510 Ontario Avenue, Park City, Utah, and Ordinance No. 2019-04, an ordinance amending Ordinance No. 15-12, an

ordinance approving the Roundabout Condominiums First Amendment, located at 300 Deer Valley Drive, Park City, Utah. Council Member Joyce seconded the motion.

RESULT: CONTINUED TO A DATE UNCERTAIN

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

4. 2020 Legislative Update:

Matt Dias stated the snowstorm on Monday delayed the legislative session. He reported there were currently no bills that affected Park City.

VII) ADJOURNMENT

VIII) PARK CITY REDEVELOPMENT AGENCY MEETING

I) ROLL CALL

Attendee Name	Status
Chair Andy Mayor Beerman Board Member Max Doilney Board Member Becca Gerber Board Member Tim Henney Board Member Steve Joyce Board Member Nann Worel Matt Dias, City Manager Margaret Plane, Special Counsel Michelle Kellogg, Secretary	Present
None	Excused

II) PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

Chair Beerman opened the public hearing for matters not on the agenda. No comments were given. Chair Beerman closed the public hearing.

III) NEW BUSINESS

1. Consideration to Approve the Disposition of City Property Located at 1333 Park Avenue, 1343 Park Avenue, 1353 Park Avenue, 1350 Woodside Avenue, and 1835 Three Kings Drive, and Authorize the City Manager to Enter into Sales Contracts with Qualified Buyers:

Michelle Downard, Resident Advocate, presented this item, and indicated as the redevelopment authority, they could approve the sale of the affordable housing property.

Chair Beerman opened the public hearing. No comments were received. Chair Beerman closed the public hearing.

Board Member Joyce moved to approve the disposition of City Property located at 1333 Park Avenue, 1343 Park Avenue, 1353 Park Avenue, 1350 Woodside Avenue, and 1835 Three Kings Drive, and authorize the City Manager to enter into sales contracts with qualified buyers. Board Member Doilney seconded the motion.

RESULT: APPROVED

AYES: Board Members Doilney, Gerber, Henney, Joyce, and Worel

IV) ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: February 27, 2020

Submitted by: Holly Lopez

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Execute the First Addendum to the Design Professional Services Agreement, in a Form Approved by the City Attorney, with Van Boerum & Frank Associates, Inc. (VBFA), for the 3Kings Water Treatment Plant (3KWTP) Energy Modeling Engineering Services in an Amount Not to Exceed \$70,650.00

Suggested Action:

Attachments:

[3KWTP Energy Modeling Engineering Services First Addendum Staff Report](#)

[Exhibit A: Summary of Approved Council Contracts and Anticipated Contracts](#)



City Council Staff Report

Subject: 3Kings Water Treatment Plant – Energy Modeling Engineering Services
Design Professional Services Agreement, First Addendum – Van Boerum & Frank Associates, Inc.
Author: Roger McClain, Public Utilities Engineering Manager
Department: Public Utilities
Date: February 27, 2020
Type of Item: Administrative

Recommendation

Staff recommends Council authorize the City Manager to execute the First Addendum to the Design Professional Services Agreement, in a form approved by the City Attorney, with Van Boerum & Frank Associates, Inc. (VBFA), for the 3Kings Water Treatment Plant (3KWTP) Energy Modeling Engineering Services in an amount not to exceed \$70,650.00.

During design of the 3KWTP, VBFA was selected to provide Energy Modeling services in accordance with the City's adopted *Resolution 28-2017 Net-Zero Energy Performance Requirements*. The proposed scope and fee reflects the remaining work to meet Building Envelope Commissioning Agent (BECxA) and Mechanical Engineer/Commissioning Agent (CxA) requirements during the facility construction phase. The work includes commissioning of HVAC Systems and Equipment, Building Automatic Controls Systems, Renewable Energy Systems, Lighting Controls, and the Building Envelope for all facility improvements.

Staff feels that the proposed fee is usual and customary for services of the nature, scope, and expertise associated with the complex treatment facility design in addressing the City's energy policy.

Schedule. The commissioning services associated with the First Addendum will be performed throughout the construction and start-up/testing phases and commissioning reviews will be performed during the first year of full operation.

Background

- May 31, 2018, Council authorized the execution of the Design Professional Services Agreement (DPSA) for Energy Modeling services in amount not-to-exceed \$44,174.00;
- A table reflecting the Council approved and anticipated contracts for the *3Kings Water Treatment Plant and Associated Improvements* is included with this staff report. The line item pertinent to the proposed addendum is highlighted. The proposed addendum is less than the anticipated amount listed in the table.

Funding Source

The funding for the addendum is from water service fees, is included in the approved FY2020 Water CIP budget, and costs are included in the Public Utilities Department's long term comprehensive financial model.

Exhibits

Summary of Approved Council Contracts and Anticipated Contracts

Summary of Approved Council Contracts and Anticipated Contracts

Total Approved Contracts	\$99,893,403
Total Estimated Contracts	\$107,050,000
Budget prior to FY 20	\$8,075,375
5 year CIP Budget (FY 20 - FY 24)	\$101,736,093
Total Budget	\$109,811,468
Percent Design Complete	90%
Percent Construction Complete	5%

Service	Contractor	Contract	CC Authorized Date	CC Authorized Amount	Estimated Contract Amount	Estimated Future Contract Approval Date
3Kings Water Treatment Plant and Associated Improvements						
Design Engineer - 3KWTP Concept & Process Development	CH2M (Jacobs)	DSPA	25-May-17	\$1,497,909.00	\$1,500,000	
Schematic Design		First Addendum	5-Apr-18	\$1,600,000.00	\$1,470,000	
Design Development & Const. Drawings		Second Addendum	8-Nov-18	\$5,870,000.00	\$5,100,000	
Supplemental Design and Equipment Procurement Assistance		Third Addendum		\$565,000.00	\$580,000	October 2019
Design Engineer - 3KWTP Process Advisory Assistance	WQTS	DSPA		\$98,460.00	\$100,000	
ECI Contractor - 3KWTP Pre-Construction & Construction Services	Alder Construction	Agreement	8-Nov-18	\$0.00	\$0	
Pre-Construction Services		Amendment No. 1	8-Nov-18	\$183,500.00	\$200,000	
Pre-Construction Services		Amendment No. 2	18-Jul-19	\$61,336.00	\$100,000	
Pre-Construction Services		Amendment No. 3	15-Aug-19	\$82,374.00	\$100,000	
Off-site Improvements Ph 1 GMP		Amendment No. 4	15-Aug-19	\$2,400,000.00	\$2,400,000	
Construction Mitigation & Demolition GMP		Amendment No. 5	2-Sep-19	\$2,530,650.00	\$2,500,000	
3KWTP Construction GMP		Amendment No. 6	21-Nov-19	\$77,500,000.00	\$77,000,000	November 2019
Off-site Improvements Ph 2 GMP		Amendment No. 7			\$6,000,000	June 2020
3KWTP Construction Engineering Services	TBD	DSPA	5-Dec-19	\$6,500,000.00	\$6,500,000	December 2019
3KWTP Geotechnical Engineering Services	TBD	DSPA			\$25,000	January 2020
3KWTP Materials Testing & Inspections	TBD	DSPA			\$750,000	January 2020
3KWTP Special Inspections	TBD	DSPA			\$50,000	January 2020
3KWTP Energy Modeling & Building Commissioning	Van Boerum Frank & Assoc.	DPSA	31-May-18	\$44,174.00	\$50,000	
Building & Mechanical Commissioning Services		First Addendum			\$75,000	February 2020
Public Art in the Community	TBD	DSPA			\$300,000	July 2020
Design Engineer - 3KWTP Off-Site Improvements	Bowen Collins & Associates	DPSA	8-Nov-18	\$755,000.00	\$800,000	
Construction Engineering - Off-Site Improvements Ph 1		First Addendum	15-Aug-19	\$205,000.00	\$200,000	
Construction Engineering - Off-Site Improvements Ph 2		Second Addendum			\$200,000	June 2020
Construction Engineering - Empire Tank Replacement		Third Addendum			\$50,000	June 2021
Empire Tank Replacement - Construction	TBD	C/A			\$650,000	March 2021
Empire Tank Replacement - Materials Testing	TBD	DSPA			\$25,000	March 2022
Judge Tunnel & Empire Tank Communications System	TBD	C/A			\$325,000	March 2023
3KWTP Building Permit Fee Waiver	TBD				TBD	
3KWTP Annual Operations and Maintenance Budget	NA				\$2,000,000 per year	Fiscal Year 22
TOTALS				\$99,893,403	\$107,050,000	

Notes

1- Dollar amounts shown in the estimated contract amount column are based on the best available information and are subject to change based on many factors such as scope change, project approach change, price inflation and other similar factors.

2 - The list of future contracts is estimated and some may be removed or added depending on the requirements of the project.

LEGEND:

CC: City Council
 C/A: Construction Agreement
 CM/GC: Construction Manager/General Contractor
 DPSA: Design Service Professional Services Agreement
 TBD: To be Determined

Council Agenda Item Report

Meeting Date: February 27, 2020

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Enter into an Agreement with Cities Digital, Inc. (CDI) for Laserfiche Records Management Solution in an Amount Not to Exceed \$186,360.70, in a Form Approved by the City Attorney

Suggested Action:

Attachments:

[Records Management Staff Report](#)

[Exhibit A: CDI Records Management RFP Response](#)

[Exhibit B: Records Management Draft Service Agreement](#)



City Council Staff Report

Subject: Records Management Software
Author: Michelle Kellogg, City Recorder
Department: Executive
Date: February 27, 2020
Type of Item: Administrative - Contract

Summary Recommendation

Authorize an agreement with Cities Digital, Inc. (CDI) for Laserfiche Records Management Solution, not to exceed \$186,360.70, in a form approved by the City Attorney.

Background

Park City currently uses Application Extender and Microsoft Access to store and index official records and organizational documents. Both are old programs that are outdated and do not meet the needs for staff and the public. In an effort to make Park City records searchable in one system that can integrate with applications from various departments, an RFP was submitted for a comprehensive records management solution with the following scope:

- Ability to scan documents directly into software
- OCR documents
- Departmental security rights for multiple users
- Set up retention schedules and alert users before destruction
- Restrict access, manipulation and destruction of documents
- Import meta data from third party program, excel, or csv file
- Import documents directly from other software platforms
- Image adjustment of documents, cropping, redaction, etc.
- Public access portal
- Contract workflow with electronic signature capability
- Integrate GIS platforms (ArcGIS and Cityworks) with geo-reference capability and map display. Also, prefer a single URL to files, regardless of the storage location.

A Request for Proposals was issued on November 13, 2019. Four proposals were received, three from Laserfiche vendors and one from a M-Files vendor. After reviewing the proposals and seeing in-person demonstrations, the selection committee overwhelmingly recommended CDI, Inc., a Laserfiche vendor, as the preferred vendor for the City's records management needs. In CDI's response, they gave the following reasons why the City should choose them for records management:

1. **Experience:** CDI has 18+ years of experience working with large and small state agencies and currently supports 600 RMS/EDMS/ECM clients nationally. CDI is a Gold/Platinum-certified Laserfiche provider.

2. **Leadership:** CDI has led clients through records management and conversions ranging in size from the Medicaid/Medicare Processing Centers to the Utah Retirement System and Public Employee Health Program. Many of the CDI employees have more than 10 years of experience and worked through large, challenging enterprise projects.
3. **Integration:** The development team at CDI has integrated into hundreds of applications and is Laserfiche's largest development partner. With this track record and experience in integration, CDI will be helping your team launch the project and guiding or building the interfaces, leading to a successful completion.
4. **Carbon reduction:** CDI has a strategy of pursuing carbon reduction in our business as well. We have completed a carbon count and have implemented reductions and offsets to become carbon neutral by the end of 2020.
5. **Security:** CDI has passed an SSAE16 audit within the past 12 months and uses a datacenter that is SOCII audited.

This solution will impact all City departments, and 100 licenses have been budgeted for staff to use the solution. In addition to storing and managing City records, it is anticipated that the public and non-licensed staff will have greater access to non-restricted records through a public portal on the City website. Departments can also create digital forms that will go through a digital workflow, eliminating the need for printing and scanning and/or mailing, and reducing paper usage.

The total cost for implementation and training will be \$186,360.70, with an annual maintenance fee of \$34,700 in each subsequent year for the next three years. The industry average for software application maintenance fees is 18% of the initial purchase price, and this fee falls within that range. This comprehensive records management package with its associated cost was anticipated by the City Recorder and Technology Department.

Department Review

Executive, IT, Legal

Funding Source

Approved in FY 2020 Budget

Attachments

- A CDI Proposal
- B Draft Agreement

February 10, 2020

Patrick Welsch
CDI
192 Nickerson St Suite 201,
Seattle, WA 98109

Michelle Kellogg, City Recorder
Park City Municipal Corporation
PO Box 1480
445 Marsac Avenue
Park City, UT 84060-1480
Electronic copy delivered to: michelle.kellogg@parkcity.org

Re: Request for Non-Bid Proposals for Records Management Service Provider

CDI is pleased to present the following customized solution for Park City in response to the City's Request for Non-Bid Proposals for Records Management Service Provider. The proposed solution is based upon the careful study of the RFP release documentation, as well as additional clarifications made in the Questions and Answers documentation and the Park City Municipal Corporation Professional Services Agreement – Cyber agreement.

It is the understanding and opinion of CDI that Park City is utilizing this RFP in order to identify potential vendors to partner with in designing, implementing, and configuring a new, integrated ECM for efficiency, automation and best practices. CDI is planning to offer:

1. Where requested, interviews, design, guidance and implementation of business process automation functions and processes in a Laserfiche RMS system.
2. Guidance in implementing the Utah State records policy for Records Management.
3. Configure a public records portal and e-forms portal for citizen engagement.
4. Integration into some or all of the line-of-business applications:
 - a. ArcGIS – Out-of-the-box mapping and geospatial document access
 - b. CityWorks – Custom integration created to client specifications
 - c. DocuSign – Out-of-the-box automation of contract creation, review and signing
 - d. Tyler Eden Integration – Out-of-the-box see invoices in RMS from Tyler Eden
5. Training, project management and leadership for the project.
6. Ongoing technical support and proactive relationship to grow usage and foster success.

The solution and services being proposed includes software manufactured by Laserfiche, a solution that's been refined for more than 30 years with over 35,000 organizations using the product. The Laserfiche solution offers excellent scalability to many thousands of users, state-of-the-art feature sets for Workflow and Web Forms and a powerful API. This software solution will be implemented by an experienced team of trainers, PMP and BA accredited staff members. The extended resources at CDI will also help tremendously in future/optional phases with system leadership, development and API assistance and conversion of existing data.

CDI is especially qualified to undertake and execute the implementation of Park City Document Management system because of experience, resources and dedication to cultivating true partnerships with clients.

It is the opinion of CDI that the City will find CDI an exceptional candidate for the proposed project for the following reasons:

1. **Experience:** CDI has 18+ years of experience working with large and small state agencies and currently supports 600 RMS/EDMS/ECM clients nationally. CDI is a Gold/Platinum-certified Laserfiche provider.
2. **Leadership:** CDI has led clients through records management and conversions ranging in size from the Medicaid/Medicare Processing Centers to the Utah Retirement System and Public Employee Health Program. Many of the CDI employees have more than 10 years of experience and worked through large, challenging enterprise projects.
3. **Integration:** The development team at CDI has integrated into hundreds of applications and is Laserfiche's largest development partner. With this track record and experience in integration, CDI will be helping your team launch the project and guiding or building the interfaces, leading to a successful completion.
4. **Carbon reduction:** CDI has a strategy of pursuing carbon reduction in our business as well. We have completed a carbon count have implemented reductions and offsets to become carbon neutral by the end of 2020.
5. **Security:** CDI has passed an SSAE16 audit within the past 12 months and uses a datacenter that is SOCII audited.



It is our belief that CDI has the best offering for The City's project to implement a new Record Management solution with paperless document management, streamlined contracts processing and integrations. Our experience, staff, integrations and guidance will ensure a successful migration to business process automation.

For the purposes of this RFP Response, Patrick Welsch is the main point of contact.

Patrick Welsch, President, CDI

206-866-0233

Patrick.welsch@cdi.support

Sincerely,



Patrick Welsch

President, CDI

206-866-0233

Patrick.welsch@cdi.support

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SOFTWARE FEATURES

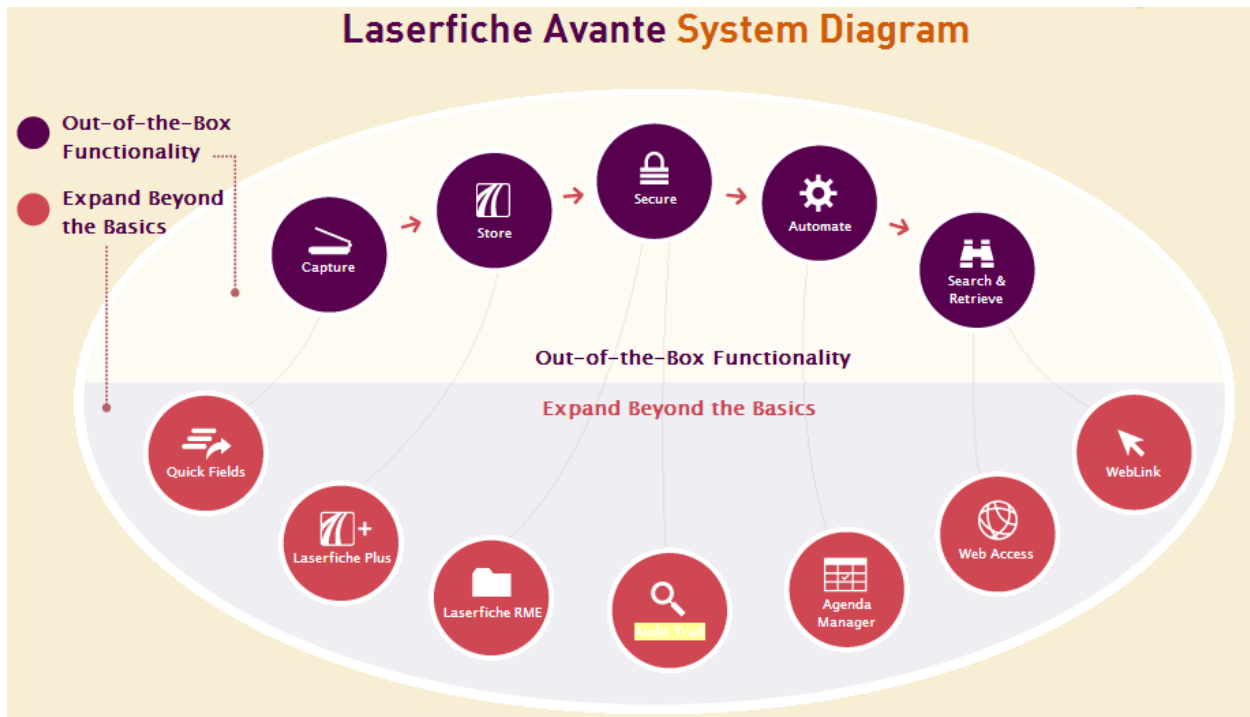
CDI is a company dedicated exclusively to document imaging and management solutions. We concentrate our expertise into innovative paperless solutions utilizing the award winning and industry leading Laserfiche solution. By choosing CDI as your Records Management technology vendor, you can source all of your document management software, services and conversions from the same company. Our team will provide software, implementation, support, training, integrations, document scanning, legacy system conversions, and software maintenance going forward.

In supporting and implementing more than 500 Laserfiche solutions, CDI has acquired knowledge that is specific to the use of Laserfiche in schools, law enforcement, public administration, financial services and investment, as well as healthcare. Additionally, the experience gained while working with a myriad of clients has provided valuable insight into office interaction, workflow and communication processes that ripple through a Records Management implementation such as Laserfiche.

After careful review of the RFP documentation, CDI has assembled the following software components into the proposed software solution for the City. You will find that the software components in this solution include the functionality needed for:

Project Scope	Proposed Software
Ability to scan documents directly into software and auto-import from MFDs	List of supported scanners is available here: https://www.laserfiche.com/products/supported-scanners/
OCRing documents	Laserfiche Server and Client
Setting Departmental security rights for multiple users	Laserfiche Server and Client
Setting up retention schedules and alert users before destruction	Laserfiche Server and Client
Restricting access, manipulation and destruction of documents	Laserfiche Records Management Server
Importing meta data from third party program, excel, or csv file	Laserfiche Workflow
Robust search capability	Laserfiche Server and Client
Importing documents directly from other software platforms	Laserfiche Client
Image adjustment of documents, cropping, redaction, etc.	Laserfiche Scanning and Client
Creating a Public access portal	Laserfiche Public Portal
Creating and streamlining the contract workflow with electronic signature capability	Laserfiche Forms, Laserfiche Workflow, and DocuSign Integration
Integrating GIS platforms (ArcGIS and Cityworks) with geo-reference capability and map display. INCLUDING a single URL to files, regardless of the storage location.	ArcGIS Integration and Laserfiche WebLink

Laserfiche Avante Records Management Edition Server



The Laserfiche Avante Server centralizes management of multiple types of information, including digitized paper documents, electronic documents, e-mail and digital audio and video files.

In addition to industry-leading document management to help you store and retrieve your information, Avante includes sophisticated workflow tools to automate business processes. Whether you have a staff of one or one hundred, you'll simplify complex tasks, promote better decision making and keep your organization moving forward.

With Records Management Edition, you:

- Enforce enterprise-wide records policies—regardless of your records' format, location or content.
- Automate life cycle management from document creation to final disposition.
- Run reports detailing where records are in their life cycle and which records are eligible for transfer, accession or destruction.
- Log all system activity, providing an audit trail that can be used to prove adherence to your records management plan—and compliance regulations.
- Ensure the future accessibility of your archived records with storage in non-proprietary TIFF file format.
- Safeguard records with comprehensive access controls.
- Support compliance with Sarbanes-Oxley, HIPAA, USA PATRIOT Act, SEC, FINRA and other regulations.
- Reduce litigation risks associated with expired and outdated records.

Licensing Model:

The Laserfiche Avante Records Management Edition Server is a per server license. Each Laserfiche Avante Records Management Edition Server that will be required for the client's site will need access to a Microsoft SQL or Oracle database license (not included).

Laserfiche Full Named User

The desktop-based Laserfiche Client offers users intuitive, instant access to information. Each user has their own connection through the Laserfiche Client, so they are always able to access their information.

The Full Named User License includes the ability to:

- Laserfiche Scanning is an intuitive scanning interface to add paper documents into your Laserfiche repository. An array of tools enables you to enhance images, so you get the most accurate text capture possible.
- Laserfiche Web Access and Mobile allows user to access the repository through a web browser or mobile apps through Android, Apple and Windows mobile devices.
- Laserfiche Snapshot™ creates archival TIFF images of electronic documents, without repetitive printing and scanning.
- Laserfiche E-mail Plug In™ uses any MAPI-compliant e-mail application to distribute documents stored in the Laserfiche repository.
- Participate in Laserfiche Workflows to route, approve and auto-file documents.

Licensing Model:

The Full Named User is a named user license. This license includes access through the installed program or Web Access thing client, in version 10 and later. Each user who will need read-write access to the Laserfiche repository will need a Full Named User license. Number of licenses purchased should directly reflect number of employees needing any type of edit capabilities in the Laserfiche repository.

Laserfiche Forms Professional

With Forms Professional:

- Easily create attractive forms using preconfigured templates that allow you to specify colors, fonts, logos and more.
- Drag and drop a wide variety of fields, checkboxes and radio buttons onto your form to collect the exact information you need—in the precise format you require.
- Configure form elements so that they are hidden or displayed based on selections made in other fields, improving the user experience and ensuring that you don't collect unnecessary data.
- Change the look and feel of your form—or add or delete questions from it—at any time without help from programmers.
- Pulls user data from your primary applications to pre-populate forms for known audiences, reducing the need for staff to rekey or manually validate information like name, address and phone number.
- Prevents common user errors such as incomplete fields and incorrect data types, improving both the user experience and the quality of your data.
- Uses role-based security to ensure that access to submitted data is limited to authorized personnel, guaranteeing the security of confidential information.

Licensing Model:

Forms Professional is a percentage add-on per user.

Laserfiche Import Agent

Laserfiche Import Agent provides effortless document importing and management within a Laserfiche repository. These documents come from a variety of sources, such as multifunctional peripherals (MFPs), which include devices performing any combination of printing, faxing, scanning, and copying. Without the Import Agent, the risk of misfiling documents and incorrect index cards exists. Documents are more difficult to find as a result. Laserfiche Import Agent maximizes document accessibility by automating document importing and document management within the Laserfiche repository.

Laserfiche Import Agent looks for documents wherever they are created and sends those documents to a Laserfiche folder. The Laserfiche Import Agent monitors single or multiple locations. For example, an MFP captures documents and stores these documents in a directory. Laserfiche Import Agent automatically looks for specified documents in that directory and moves them to the Laserfiche repository.

Configurable document filters in Laserfiche Import Agent organize documents into folders based on filename, document type, or a combination. For example, the Import Agent provides the capability of importing TIFF images from a network folder into the Laserfiche repository. Moreover, the Import Agent auto-populates the index card template fields for the imported TIFF image.

An automated schedule efficiently archives documents in the Laserfiche repository. Schedules represent the time during which the Laserfiche Import Agent actively looks for documents in specific directories thereby minimizing network traffic during peak hours of the day.

Licensing Model:

Import Agent is a single server license. The application may be installed on a server and will allow unlimited profiles to be configured to shuttle documents from a network location to a Laserfiche location.

Laserfiche Public Portal

Laserfiche Public Portal allows you to generate a content portal site based on a database, without coding or programming. Anyone with a connection to the Internet or a local intranet has access to the information they need—often reducing the burden on staff of responding to requests for information.

Public Portal functionality enables your organization to make information available to more interested parties than typically have access to your content repository. Specifically, adding Public Portal to the full Laserfiche Client allows you to offer two views into the same active repository: full read/write access to individuals who need to work with content (e.g., internal use with the Client), and read-only access with no modify or delete capabilities for the public (e.g., external publication with Public Portal). In addition, WebLink sites can now be crawled by Internet search engines, so your public documents can be found the same way users find other pages on the Internet.

With Laserfiche Public Portal, access, security, and customization are easy. Your published Public Portal site is browser and platform independent, so anyone who needs to access your content can find it. Administrators put the power of Laserfiche access controls to work to allow or restrict public access to appropriate information. And functionality can be customized to your organization's needs, just as the look and feel can be customized to match your branding.

Licensing Model:

Public Portal is a per server, per processor license. The organization will need a Public Portal license for each server that they wish to have Public Portal installed on.

Laserfiche Forms Portal

Forms Portal expands the functionality in Laserfiche Forms to include publicly available forms that users can fill out anonymously. In contrast, users must log in to Laserfiche Forms without the Portal Add-on.

Licensing Model:

- The **Laserfiche Forms Standard Portal Add-on** is licensed per instance. You can allocate each Forms Portal instance you have to one Forms Server. To use Forms Portal with a particular Forms Server, you'll register the server as normal during installation and allocate the Forms Portal to the desired Forms Server from the Rio License Manager.
- With the **Laserfiche Forms Enterprise Portal Add-on**, every instance of Laserfiche Forms will have the additional Forms Portal functionality.

CDI ArcGIS Integration

With the ArcGIS Integration from CDI you can:

- Easily interact between the ArcGIS interface and a Laserfiche repository.
- Users can upload documents to Laserfiche straight from the ArcGIS interface and view any related documents already stored in Laserfiche.
- The dynamic ArcGIS map will auto-populate, indicating which feature on the map have associated documents in Laserfiche.
- Laserfiche files are viewable for display by generating a URL through either Web Access or WebLink.
- Files are uploaded and imported into Laserfiche automatically applying template data based on widget settings.
- Feature layer documents can be stored in a separate database so that the map data loads quickly.
- A user can select the feature layers and fields to map to Laserfiche so that they can determine which metadata will be populated on the document.
- ArcGIS is used by firms to improve planning and analysis, operational awareness, field data collection, asset management and community engagements.

Licensing Model:

This integration is purchased as a single site license for the purpose of accessing Laserfiche documents while within ArcGIS, version 10.0 or higher. The purchase of this license allows the client to use the integration application, but does not include the source code.

Laserfiche License Notes:

Each user accessing Laserfiche documents through this integration will require a named Laserfiche user or a concurrent Laserfiche user license. Integrating this product will require Laserfiche 9.1 or higher and Web Access or Weblink.

CDI DocuSign Integration

CDI's DocuSign integration for Laserfiche allows users to easily send documents stored in a Laserfiche repository out for signature through the DocuSign editor. Users are able to open documents from Laserfiche®, place recipient specific tags (such as signature/initial boxes) in documents and email them out. Recipients will be notified of the signature requirements via email - and once the document is signed and emailed back, both sent and signed documents will then automatically be archived in Laserfiche®, with appropriate metadata applied.

The DocuSign Integration from CDI allows Laserfiche users to:

- Easily open documents in the DocuSign editor right from Laserfiche.
- Apply recipient specific tags to documents – tags which indicate where users should insert such things as signatures, initials, date/time, company name, approval checkboxes etc.
- Send documents for signature to one person or to multiple recipients.
- Have returned, signed documents automatically archived in Laserfiche, linked to and stored in the same location with the original document.
- Easily incorporate signature processes as part of an internal process/workflow.

Licensing Model:

The DocuSign Integration is a per user license. DocuSign signatures are collected through DocuSign Envelopes and envelopes are sold as a separate product. DocuSign Envelopes can be purchased through CDI or a client may use an existing DocuSign account and envelopes with the DocuSign Integration.

Tyler Eden / Munis License

Tyler Eden's integration with Laserfiche is created and maintained by Tyler Eden and licensed through CDI. This integration allows for images scanned into Laserfiche to be displayed within the Tyler Eden interface.

The Tyler Eden / Munis Integration from Tyler Eden allows users to:

- Easily view related documents in the DocuSign editor right from Laserfiche.
- Link files scanned into Laserfiche to their related file in Tyler Eden

Licensing Model:

The Tyler Eden / Munis Integration is a single site, concurrent license. The license allows all Tyler Eden users to access the image files.

REQUIRED HARDWARE

Laserfiche operates on very common platforms that already exist in most professional environments including Windows OS, SQL server, and a wide variety of hardware configurations. Laserfiche provides a compressive pre-installation checklist that contains all pre-requisites for software and hardware that can be found here: [https://www.laserfiche.com/support/webhelp/Laserfiche/10/en-US/administration/#../Subsystems/LFAdmin/Content/Installation/Laserfiche_Server_\(United\)_pre_check.htm](https://www.laserfiche.com/support/webhelp/Laserfiche/10/en-US/administration/#../Subsystems/LFAdmin/Content/Installation/Laserfiche_Server_(United)_pre_check.htm)

Minimum Hardware Specifications

CPU:	Pentium 4, Opteron, or Athlon 64, or more recent processor (at least 1.8 GHz); a 64-bit CPU is required and the operating system must be an x64 version
Memory:	2 GB RAM

Minimum Hardware Specifications

Operating system:	Windows Vista (Service Pack 2) Windows Server 2008 (Service Pack 2) Windows 7 (Service Pack 1) Windows Server 2008 R2 (Service Pack 1) Windows 8 Windows 8.1 Windows Server 2012 Windows Server 2012 R2 Windows 10 Windows Server 2016 Note: The Laserfiche Server is only supported on x64 versions of your Windows operating system. Important: Laserfiche 10 components cannot be installed on Windows XP or Windows Server 2003. Attempting to install on these operating systems will generate an error.
Database engine:	SQL Server 2008 (Service Pack 3) SQL Server 2008 R2 (Service Pack 2) SQL Server 2012 (Service Pack 2) SQL Server 2014 SQL Server 2016 SQL Server 2017 Oracle 10g (10.2.0.5+) Oracle 11g (11.1.0.7+) Oracle 11g R2 (11.2.0.1+)

Operating system:	Windows Vista (Service Pack 2) Windows Server 2008 (Service Pack 2) Windows 7 (Service Pack 1) Windows Server 2008 R2 (Service Pack 1) Windows 8 Windows 8.1 Windows Server 2012 Windows Server 2012 R2 Windows 10 Windows Server 2016 Note: The Laserfiche Server is only supported on x64 versions of your Windows operating system. Important: Laserfiche 10 components cannot be installed on Windows XP or Windows Server 2003. Attempting to install on these operating systems will generate an error.
	Oracle 12c Note: Note: The Oracle server must be used with a supported Oracle client, and the Oracle client and the corresponding version of Oracle Data Access Components must be installed on the computer hosting the Laserfiche Server. Laserfiche supports Oracle client 11.2.0.3 and later, and Oracle client 12.1.0.2 and later. Note: Express editions of the above Microsoft SQL Server versions are supported, but are only suitable for repositories of fewer than one million pages and five or fewer simultaneously-connected users. Larger or more frequently-accessed repositories will see significant performance issues when using Microsoft SQL Server Express.

Additional Requirements

Licensing:	Laserfiche Server 10.x license file or activation key, or registration via Laserfiche Directory Server.
Privileges:	Administrative privileges on the source computer.
Firewall:	Additional configuration may be required when the Laserfiche Server must communicate across a firewall.
Web Server:	IIS 7 or higher (required for Audit Trail Web Reporter only).
Web Browser:	Internet Explorer 7 or later, Microsoft Edge, Firefox, Chrome, or Safari



Patrick Welsch
 CDI
 2000 O'Neil Rd., Suite 100
 Hudson, WI 54016

Prepared for: City of Park City
 Quote #: 885895v.1
 Quote Date: 2/5/2020

Annual Breakdown

	Year 1	Year 2	Year 3	Year 4
Total Software	\$134,079.50	-	-	-
Total Maintenance	\$28,500.00	\$28,500.00	\$28,500.00	\$28,500.00
Total Services	\$23,781.20	\$6,200.00	\$6,200.00	\$6,200.00
*TOTAL	\$186,360.70	\$34,700.00	\$34,700.00	\$34,700.00
*Tax not included				

Software & Annual Maintenance

Product	Software Quantity	Soft. Unit Cost	Maint. Unit Cost	Total
Laserfiche Rio Named Full Users 100-199 users (ENF01)	100.00	\$700.00	\$140.00	\$84,000.00
Laserfiche Forms Professional (Named Full Users 100-199 users) (EFRM3)	100.00	\$70.00	\$14.00	\$8,400.00
Laserfiche Records Management Edition (Named Full Users 100-199 users) (ERM3)	100.00	\$70.00	\$14.00	\$8,400.00
Laserfiche Import Agent (IA)	1.00	\$1,500.00	\$300.00	\$1,800.00
Laserfiche Public Portal Unlimited Read-Only license (PPX)	1.00	\$45,000.00	\$9,000.00	\$54,000.00
ArcGIS Integration with Laserfiche (CD2155)	1.00	\$5,000.00	\$1,000.00	\$6,000.00
DocuSign Integration and Workflow Activities (CD7022)	1.00	\$2,000.00	\$400.00	\$2,400.00
CityWorks Integration	1.00	\$5,000.00	\$1,000.00	\$6,000.00
Software: \$142,500.00 Maintenance: \$28,500.00 Utah Preferred Rate (\$8,420.50) Tax: \$.00 Total: \$162,579.50				

Services

Service	Service Quantity	Service Unit Cost	Total
Consulting Service Hours – Implementation per Project Plan	132.00	\$124.00	\$16,368.00
Tyler Eden / Munis Integration Licensing	1.00	\$3,000.00	\$3,000.00
Onsite Travel – Two planning weeks, Planning & Go Live/Training	2.00	\$1,750.00	\$3,500.00
DocuSign Envelope Licensing Annual Subscription 500 Envelopes	1.00	\$3,200.00	\$3,200.00
Service: \$26,068.00 Utah Preferred Rate (\$2,286.80) Tax: \$.00 Total: \$23,799.20			



LASERFICHE PARTICIPANT SUBSCRIPTION USERS – ALLOWS UPLOADING VIA FORMS, WORKFLOW
APPROVAL AND READ-ONLY ACCESS TO LASERFICHE

Subscription Pricing

Product	Software Quantity	Soft. Unit Cost	Subscription Unit Cost	Total
Participant Users 200-499 (JPARB)	300.00	\$.00	\$48.00	\$14,400.00
Software:				\$.00
Annual Subscription:				\$14,400.00
Utah Preferred Rate:				(\$720.00)
Tax:				\$.00
Total:				\$13,680.00

IMPLEMENTATION AND TRAINING SCHEDULE

It is anticipated the software will be implemented and useable by March 31, 2020.

CDI Solutions Consultants will work with Park City's project manager to provide tools and assistance that will help during the implementation period. In addition to scheduled progress reports, real-time updates can be provided to Park City's staff upon request. As previously noted, CDI will be the sole point of contact and provider for all aspects of Park City's Laserfiche implementation. The following represents the general steps taken to implement and deploy the Laserfiche solution.

1. Planning and Consulting Meeting

The initial meeting after Park City's Contract Award will be for planning and consulting. This meeting can take place on the start date of the contract, or shortly thereafter. The planning and consulting will require time from the key decision maker and staff time to determine how the software will be used, identify key resources and contacts, and set timelines. Planning and consulting will revolve around the recommended processes and procedures, and initial planning of priorities for implementation and documentation. Deliverables for this meeting will include an overall implementation strategy, implementation plan, and detailed project timeline.

2. Software and Hardware Order

Upon receiving a PO for the software and hardware, CDI will order the products. This process takes five business days to complete and will begin immediately after the PO is received.

3. Assemble Project Management Team

With all implementations, CDI carefully assembles a project management team. Considerations are made for the assemblage of personnel that comprise the team, so that the highest degree of expertise, relative to the project, is readily available.

4. Initial Documentation

CDI staff will meet with Park City's key departmental contacts that will administer and support the Laserfiche software. Our staff will consult with Park City's staff to develop policies and procedures that will best meet the business needs and adhere to best practices for document management. CDI will then develop initial training materials that will illustrate the procedures and state the policies for end users. This documentation will be available in editable format to Park City staff.

5. Software Installation/Pilot User Training and Testing

The software will be installed on target test computers at Park City. Any scanners that have been purchased for the initial phase will also be installed and tested. Initial setup of the server and client computers will be completed on this day. Generally, the next day will include onsite user and administrator training. Training may include configuration of some system components if configuration was not completed by CDI installation personnel. When configuration is complete, pilot users will test policies and procedures. During testing, CDI staff will be available for consultation and guidance on the setup and making adjustments to settings. Following testing, customized documentation will be adjusted.

6. Configuration All Other Training

When testing has been completed, and policies and procedures are in place, all other users may be trained on how to use the system. Training will include full users and retrieval only users. This training will be completed onsite and should be conducted in small groups.

CDI PROJECT TEAM

CDI Project Manager

The Project Manager's role will include:

- Centralizing communication for CDI staff about the project
- Providing progress reports for CDI projects
- Ensuring that deadlines are met, and that tasks and information requests are fulfilled
- Scheduling progress meetings

CDI Business Process Consultant (BPC)

The BPC's role will include:

- Gathering specifications and requirements for configurations
- Initial configuration of software solutions
- Assistance with client-led configurations

CDI Trainer

The trainer will be responsible for:

- Customizing documentation for policies and procedures
- Providing information to Park City Project Manager regarding recommended training sessions
- Conducting training sessions

CDI Technical Support

Technical Support's role will include:

- Providing professional installation services
- Providing technical infrastructure recommendations as requested by the Project Manager
- Resolving technical support requests during all phases of implementation
- Resolving ongoing technical support requests from users of all levels at Park City

CDI Integration Programmer

The integration programmer will be responsible for:

- Evaluating integration options for software
- Configuring integrations if out-of-the-box
- Programming custom integration features
- Troubleshooting integration issues

IMPLEMENTATION PROJECT PLAN AND TIMELINE

The following project plan is a proposed timeline and task list based on projects that are similar to the one the City has described in their RFP for a Records Management Service Provider.

Task Name	Hours Est.	Duration	Start	Finish	Resource Names
Implement Laserfiche Solution	132	67 days	1/30/20	5/1/20	
Contract Agreement Signed	0	1 day	1/30/20	1/30/20	Client PM
Stage I - Project Management & Needs Analysis	26	67 days	1/30/20	5/1/20	
Project Management	26	67 days	1/30/20	5/1/20	
Conduct Project Kickoff Meeting	2	1 day	1/30/20	1/30/20	CDI PM,Client PM,Client Stakeholders,Client IT
Draft Project Plan	4	3 days	1/31/20	2/4/20	CDI PM
Approve Project Plan	0	3 days	2/5/20	2/7/20	Client PM
Conduct Ongoing PM Tasks	20	60 days	2/10/20	5/1/20	CDI PM
Stage II - Installation	0	9 days	2/10/20	2/20/20	
Install Laserfiche	0	8 days	2/10/20	2/19/20	CDI Installer,Client IT
Plan Installation	0	7 days	2/10/20	2/18/20	CDI Installer,Client IT
Conduct Support Installation Meeting	0	1 day	2/10/20	2/10/20	CDI Installer,Client IT
Prepare System Architecture	0	5 days	2/11/20	2/17/20	Client IT
Download Software	0	1 day	2/18/20	2/18/20	Client IT
Conduct Installations	0	2 days	2/19/20	2/20/20	CDI Installer,Client IT
Install & Test Server Components	0	1 day	2/19/20	2/19/20	CDI Installer,Client IT
Install & Test Workstations	0	1 day	2/20/20	2/20/20	Client IT
Stage III - Training & Evaluation	7	0.5 days	2/21/20	2/21/20	
Project Team Training	4	0.25 days	2/21/20	2/21/20	
Stage IV - System Configuration	89	33 days	2/21/20	4/8/20	
Records Management Setup, includes templates, folders, security for 9 departments: Executive, Building, Finance, Planning, IT, Public Works, Engineering, Legal, and HR	45	8.25 days	2/21/20	3/4/20	
Design	5	0.25 days	2/21/20	2/21/20	CDI BPC,Client PM,Client Implementation Team
Development	20	5 days	2/21/20	2/28/20	CDI BPC
Testing	10	2 days	2/28/20	3/3/20	CDI BPC,Client PM,Client Stakeholders
Deployment includes End User Training	10	1 day	3/3/20	3/4/20	CDI BPC,Client PM,Client Stakeholders
Contracts Process including DocuSign Setup	9	8.25 days	3/4/20	3/16/20	
Design	2	0.25 days	3/4/20	3/4/20	CDI BPC,Client PM,Client Stakeholders
Development	4	5 days	3/5/20	3/11/20	CDI BPC

Testing	2	2 days	3/12/20	3/13/20	CDI BPC,Client PM,Client Stakeholders
Deployment includes End User Training	1	1 day	3/16/20	3/16/20	CDI BPC,Client PM,Client Stakeholders
Public Web and Forms Portals	16	8.25 days	3/17/20	3/27/20	
Design	2	0.25 days	3/17/20	3/17/20	CDI BPC,Client PM,Client Stakeholders
Development	8	5 days	3/17/20	3/24/20	CDI BPC
Testing	4	2 days	3/24/20	3/26/20	CDI BPC,Client PM,Client Stakeholders
Deployment includes Administrator Training	2	1 day	3/26/20	3/27/20	CDI BPC,Client PM,Client Stakeholders
Laserfiche Integration: ArcGIS	4	8.25 days	3/27/20	4/8/20	
Design	1	0.25 days	3/27/20	3/27/20	CDI BPC,Client PM,Client Stakeholders
Development	1	5 days	3/27/20	Fr 4/3/20	CDI BPC
Testing	1	2 days	4/3/20	4/7/20	CDI BPC,Client PM,Client Stakeholders
Deployment includes Train-the-Trainer demonstration	1	1 day	4/7/20	4/8/20	CDI BPC,Client PM,Client Stakeholders
Laserfiche Integration: CityWorks	15	8.25 days	3/27/20	4/8/20	
Design	2	0.25 days	3/27/20	3/27/20	CDI BPC,Client PM,Client Stakeholders
Development	10	5 days	3/27/20	4/3/20	CDI BPC
Testing	2	2 days	4/3/20	4/7/20	CDI BPC,Client PM,Client Stakeholders
Deployment Deployment includes Train-the-Trainer demonstration	1	1 day	4/7/20	4/8/20	CDI BPC,Client PM,Client Stakeholders
Stage VI - End User Training & Follow Up Training	10	10 days	4/8/20	4/22/20	
Training Sessions Laserfiche Client Administrator Training Workflow Design Training E-Forms Design Training Records Management API Classes /Design	10	10 days	4/8/20	4/22/20	CDI Trainer,Client Implementation Team,Client Stakeholders
Close Out	0	4 days	4/22/20	4/28/20	
Distribute Project Close Out Form	0	1 day	4/22/20	4/23/20	CDI PM
Sign & Return Project Close Out Form	0	3 days	4/23/20	4/28/20	Client PM

ONGOING SUPPORT

The initial purchase of a Laserfiche software system also requires purchasing LSAP for each component. LSAP is a software assurance program initiated by Laserfiche to ensure that clients receive regular product updates and basic software support through their value-added reseller. CDI has developed this policy with regard to services

Phone number for problem reporting	855-714-2800, Option 1 for Tech. Support
Renewable Annual Technical Support	Fee is fixed based on software components that have been purchased and installed. Renewable each year.
Telephone and Email Support	support@citiesdigital.com 855-714-2800, Option 1 for Tech. Support Hours: 8:00AM-7:00PM CST Website support: www.citiesdigital.com Hours 24-hours
Response Time and Definition	Responses provided within 4 hours of initial report. However, usually phone calls and web chats are answered immediately. Responses consist of diagnosing the problem and if possible resolving it immediately or over the telephone. If not possible to resolve immediately a time will be set up to try and resolve the problem at the client's convenience.
Options for Coverage During Non-PPM Periods	This can be made available upon request for an hourly fee.
Capability for Remote Diagnostics	We use a web-based tool for remote diagnostics and support. It requires a web browser and internet connection but no other software or hardware.
Maintenance Cost for Fixes and Major Releases	Maintenance that is done over the phone or remote access is included in annual maintenance agreement at no additional cost. Most minor upgrades can be completed this way. Upgrades are often available for download from our FTP site, making delivery time zero. Major upgrades may be subject to a fee if the platform has changed. The fee is set when the new version is released. New operating system releases are almost always handled through minor patches that make existing software compliant. These are completed within months after the new operating system is released and before most clients have a chance to upgrade their OS.
Support Escalation Procedures	1. Problem is reported and resolved over the phone or remotely. 2. If immediate resolution is not possible, problem is reported to Laserfiche corporate tech support. Cities Digital works with Laserfiche to find and implement a solution. 3. If there is no existing solution, Laserfiche corporate tech support will write a script or solution to fix the problem. Cities Digital will then implement the solution remotely or through onsite support if necessary. 4. Cases are updated daily at a minimum.
Tracking Database	We use a support tracking software. Our tracking software assigns incident numbers and clients are able to call and get the status on any support case at any time during work hours.

that are included with the purchase of LSAP in order to serve all clients with the utmost accuracy and efficiency.

The Cities Digital support team consists of seven Laserfiche trained support technicians. All technicians are highly skilled, Laserfiche Gold Certified and trained in providing support services for the entire Laserfiche product suite.

It's worth noting that many Laserfiche customers have chosen to switch their support to Cities Digital from other vendors after hearing about the excellent support and consulting services that Cities Digital offers. The Cities Digital commitment to providing free opportunities for clients to further their Laserfiche knowledge is a large differentiator from other solutions providers. For instance, Cities Digital hosts monthly webinars that are included in base LSAP costs, and cover a variety to Laserfiche related topics.

Please see below for the services and advantages of the Cities Digital LSAP program.

Services covered in base LSAP costs:

- 24-hour Cities Digital website support at www.CitiesDigital.com
- 24-hour Laserfiche website support at www.Laserfiche.com
- Monthly Laserfiche User News (email newsletter with information and helpful tech tips)
- Membership in the Twin Cities User Group (only available from Cities Digital)
- Cities Digital telephone support
- Free access to Laserfiche product updates (does not include installation or training)
- Remote support via GoToAssist and GoToMeeting (allows support technicians to access client's computer remotely)
- Online support ticket submission at CitiesDigital.com
- Extended daily support hours for Midwest clients - 8:00AM-7:00PM CST

Services available on a per unit basis (not included with base LSAP):

- Installation
- Training
- Onsite support (available in packaged units by hours)
- Custom integrations
- Document conversions

REFERENCES

Include the name, address, and contact person of at least three (3) entities (city contacts) with which the Proposer has provided similar services. The City may contact such references.

City of Everett, WA
Steven Hellyer, IT Director
shellyer@ci.everett.wa.us
425-257-8776

City of Renton, WA
Tien Akutagawa, IT Applications Manager
takutagawa@rentonwa.gov
425-430-6886

City of Anacortes, WA
Marcia Hunt, Assistant to the City Clerk
marciah@cityofanacortes.org
360-299-1960

City of Burien, WA
Megan Gregor, City Clerk
megang@burienwa.gov
206-241-4647

APPENDIX A: SOFTWARE SUPPORT POLICY

CDI | SOFTWARE ASSURANCE PLAN (LSAP)

The initial purchase of a Laserfiche software system also requires purchasing LSAP for each component. LSAP is a software assurance program initiated by Laserfiche to ensure that clients are able to receive regular product updates and basic software support through their value-added reseller. CDI has developed this policy with regard to services that are included with the purchase of LSAP in order to serve all clients with the utmost accuracy and efficiency.

SOFTWARE ASSURANCE PLANS INCLUDE:

- ✓ Unlimited phone & remote technical support*
- ✓ Laserfiche system audit/report review
- ✓ Software installation (re-licensing)
- ✓ Product updates (version updates)
- ✓ Laserfiche development patches/hot fixes
- ✓ System architecture guidance
- ✓ Newsletters w/support & software tips
- ✓ Up to 15-minutes of free CDI Support Assistance
- ✓ CDI client portal, knowledgebase & ticketing
- ✓ Laserfiche support site
- ✓ User groups
- ✓ Monthly training webinars
- ✓ CDI express training guides

PROFESSIONAL SERVICES AVAILABLE (NOT INCLUDED WITH LSAP):

- ✓ Customized Training
- ✓ On-site support (packaged hours)
- ✓ Custom integrations
- ✓ Document conversions
- ✓ Product consulting & configuration
- ✓ Workflow, Forms, & System Design
- ✓ Software development services

*Monday-Friday 8AM-7PM CT

CDI | CONSULTING SERVICES PREPAID PACKAGES

As a service premium to its customers, CDI offers supplemental service packages to augment the basic Laserfiche Annual Software Assurance Plan (LSAP) maintenance agreement. Benefits include: reduced professional services rate and priority support with guaranteed response times.

CONSULTING SERVICES PREPAID PACKAGES		CONSULTING SERVICES HOURS	
	PRIORITY SUPPORT HOTLINE includes priority support with guaranteed response times	number of hours included at discounted hourly rate	
	✓	160 hours*	
	✓	80 hours*	
	✓	40 hours*	
		20 hours*	
		10 hours*	
DIAMOND \$24,000 (\$150/hr) PLATINUM \$12,400 (\$155/hr) GOLD \$6,400 (\$160/hr) SILVER \$3,300 (\$165/hr) BRONZE \$1,750 (\$175/hr)		TRAVEL TIME • CDI technician on-site travel time is billed at 1/2 of normal hourly rate during travel time, plus... - \$.585 per mile (vehicle) - total cost of airfare (flight) - \$225 per day per diem (flight)	
		OFF-HOURS CONSULTING & SUPPORT • consulting services prepaid packages can be used for off-hours support and consulting services at an adjusted conversion rate • must be scheduled two weeks in advance	
		DEVELOPMENT HOURS • consulting services prepaid packages can be used for development services hours at an adjusted conversion rate	
		sales@cdi.support www.cdi.support 855.714.2800, ext. 2	

*Advanced services packages expire 1-year from date of purchase. Additional hours may be purchased at a discounted rate within the service year.

APPENDIX B: BONUS! CONTRACTS PROCESS JUMP START

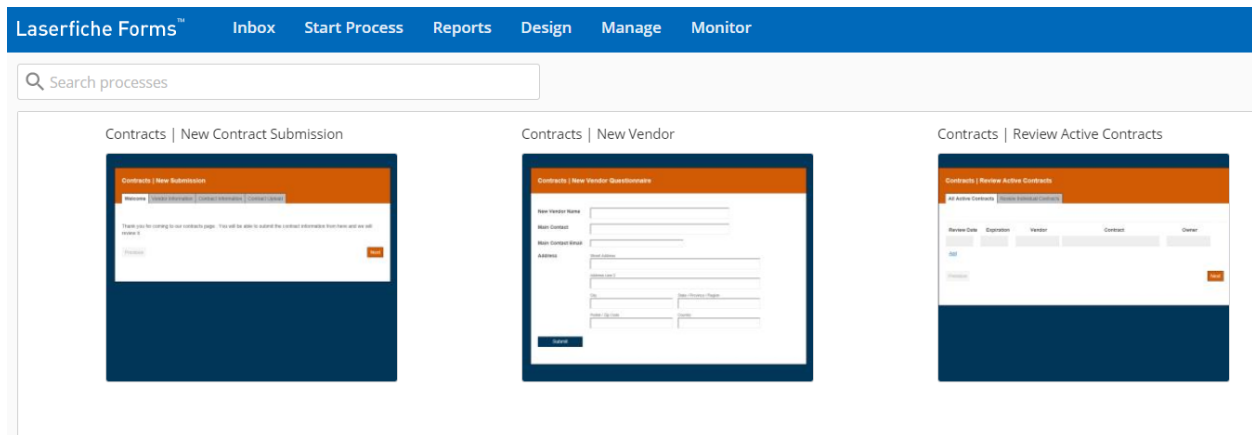
CDI has helped many clients implement a streamlined, paperless contracts process using Laserfiche. We have worked through issues with approval processes, automatic template population, and incorporating digital signatures.

Check out our Build-along video showing how part of the process is built:

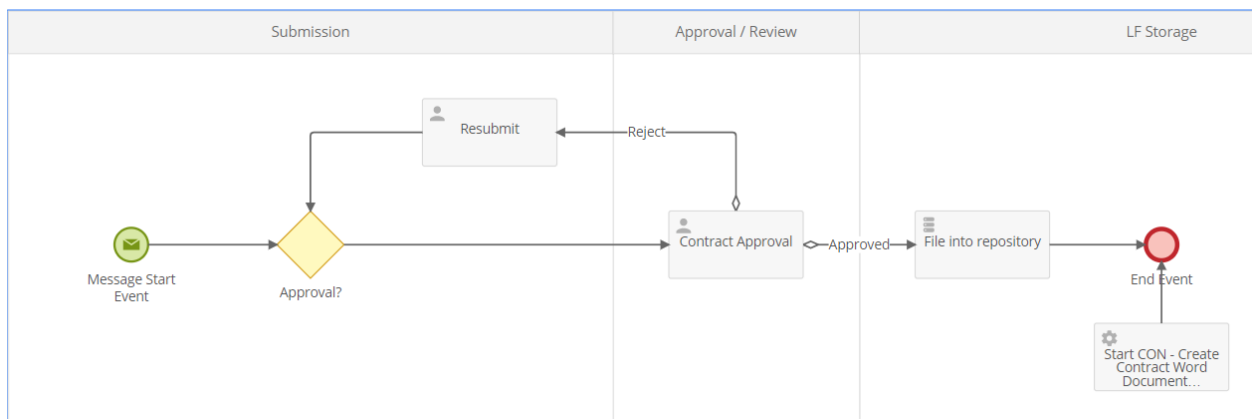
<https://www.youtube.com/watch?v=HHp6ulztsxA&t=12s>

Here are some highlights of the user-friendly features we have helped other agencies implement in contract processes.

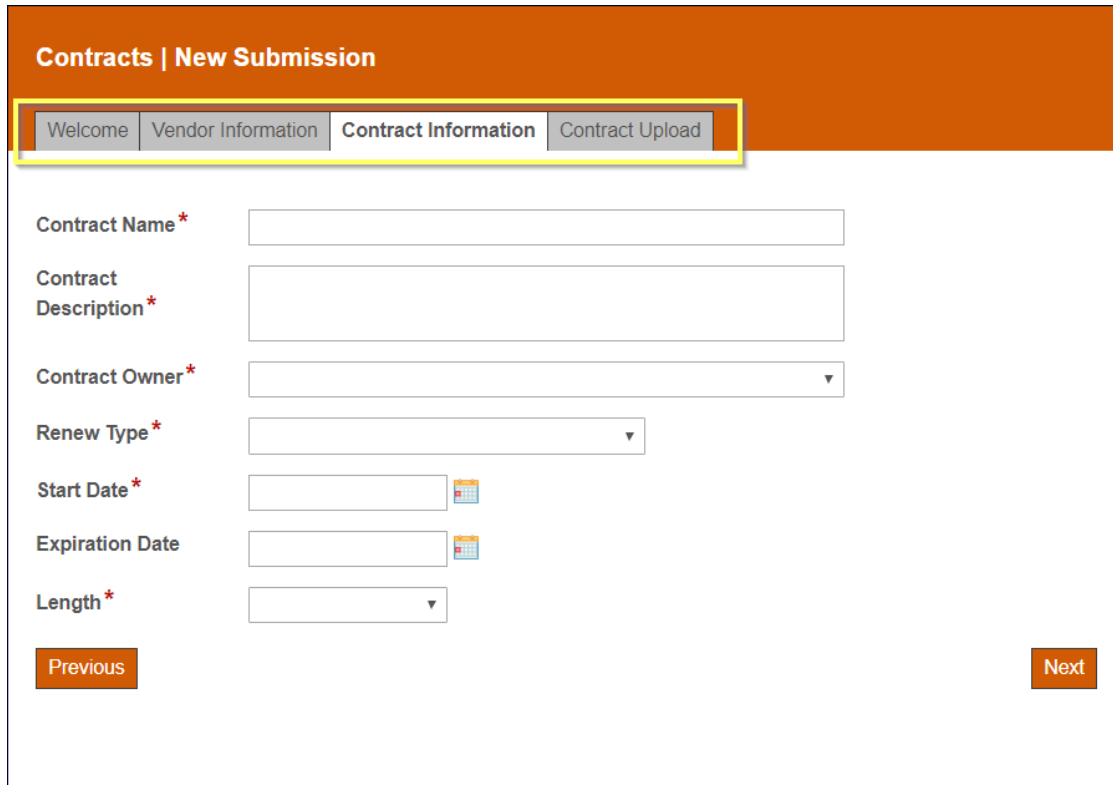
Easy home page to access all related web forms:



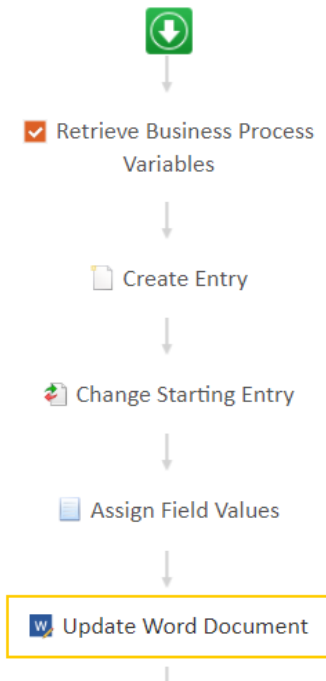
Paperless review process that automatically tracks progress through approval:



Split long forms into tabs for easy data entry:



Automatically push eform fields to a Word template with Laserfiche Workflow to avoid double-entry:



APPENDIX C: TRAINING CATALOG

Laserfiche Overview Training

Course Name:	Laserfiche Overview Training
Duration:	1 hour
Type:	End User Training
Training Materials:	A Slide show in Prezi
Synopsis	This course will provide an overview of the Laserfiche product suite and add-on products. The course is intended to orient users to the Laserfiche environment prior to conducting specific course training classes.

Laserfiche Client Training

Course Name:	Laserfiche Windows Client Training
Duration:	1 hour 45 minutes
Type:	End User Training
Training Materials:	Cities Digital Laserfiche Windows Client 10.3 Training Guide Cities Digital Guide to Document Versioning in the Laserfiche Client Cities Digital Guide to Searching in the Laserfiche Client Cities Digital Guide to Laserfiche Snapshot.pdf EBook-GettingStartedWithLaserficheGuide-0817-Final.pdf
Synopsis	This course will provide an overview of the Laserfiche Client, which is the main interface that end users will use to interact with the Laserfiche solution. This training is intended for both basic users as well as administrators since it lays the groundwork for core concepts and actual use of the system. Laserfiche Windows Client training will be presented as though participants have little or no knowledge of the Laserfiche system. Training will include review of: • Launching & Logging into the LF Client • Navigating Laserfiche • Core concepts • Customizing Laserfiche • Basic Laserfiche actions • Interacting with files • Scanning into Laserfiche • Importing into Laserfiche • Searching • Printing, emailing, and exporting documents • MS Office Integration • Laserfiche Snapshot printer Includes “Hands-On” exercises: • Create a new folder and Import a sample Doc to the new folder • Search for a document by text • Annotate a document in the document viewer • Save a Word document to Laserfiche • Email or export a document as a PDF and set the password
Recommended Students per class:	10 or less

Administration Console Training

Course Name:	Laserfiche Administration Console Training
Duration:	1.0 hour 15 minutes
Type:	Administrator Training
Training Materials:	Cities Digital Laserfiche Administration Console Guide Cities Digital Laserfiche Web Administration Console Training Guide 10.3
Synopsis	This course will provide an overview of the Laserfiche Administration Console, which is the interface used to administer basic components of the Laserfiche solution. This training is not intended for all users, but rather, those that will be designated as system administrators. Training will include review of: • Launching & logging into the Administration Console • User and Group creation/management • Metadata creation/management • Recycle bin management • Volume management • Indexing • Auditing (if applicable) • Advanced repository options Includes “Hands-On” exercises: • Create a new Laserfiche user and set basic feature rights • Create a new Windows user and set basic feature rights • Create a new group and add a user to the group • Create a new field and a new template • Add the new field to the new template • Change the order of the field on the template
Recommended Students per class:	5 or less

Laserfiche Web Administration Console Training

Course Name:	Laserfiche Web Administration Console Training
Duration:	1 hour 15 minutes
Type:	Administrator Training
Training Materials:	Cities Digital Laserfiche Web Administration Console Training Guide 10.3
Synopsis	This course will provide an overview of the web-based Laserfiche Administration Console, which is the interface used to administer basic components of the Laserfiche solution. This training is not intended for all users, but rather, those that will be designated as system administrators. Training will include review of: • Navigating to the Web Access URL • User and Group creation/management • Metadata creation/management • Recycle bin management • Volume management • Indexing

	• Auditing (if applicable) • Advanced repository options Includes "Hands-On" exercises: • Create a new Laserfiche user and set basic feature rights • Create a new Windows user and set basic feature rights • Create a new group and add a user to the group • Create a new field and a new template • Add the new field to the new template • Change the order of the field on the template
Recommended Students per class:	5 or less

Laserfiche Directory Server Training

Course Name:	Laserfiche Directory Server Training
Duration:	1.0 hours
Type:	Administrator Training
Training Materials:	Cities Digital Laserfiche Directory Server 10.3 Guide
Synopsis	This course will provide an overview of the Laserfiche RIO Directory Server, which is the interface used to administer Laserfiche RIO server applications and user licenses from one location. This training is not intended for all users, but rather, those that will be designated as system administrators of a RIO system. Training will include review of: • Launching & logging into the Directory Server Console • Global Settings • Server applications and allocations • User allocations and configurations
Recommended Students per class:	5 or less

Laserfiche Security Training

Course Name:	Laserfiche Security Training
Duration:	1 hour
Type:	Administrator Training
Training Materials:	Introduction to Laserfiche Security Scope in Laserfiche Security Security Tags in Laserfiche 10
Synopsis	This course will provide an overview of the various considerations to be made when setting up user, group, document, and folder security in Laserfiche. This training is not intended for all users, but rather, those that will be designated as system administrators. Training will include review of: • User and Group Rights/Privileges • Service Accounts • Template and Field security

	• Security Tags • Volume security • Folder Access Rights • Access scope options
Recommended Students per class:	5 or less

Laserfiche Scanning Training

Course Name:	Laserfiche Scanning Training
Duration:	30 minutes
Type:	End User Training
Training Materials:	Cities Digital Laserfiche Scanning Step-by-Step.pdf
Synopsis	This course will provide an overview of the Laserfiche Scanning interface, which is launched from within the Laserfiche Client and Web Access interfaces. This training is intended for end users who have desktop scanners and will be physically scanning documents into the system through the interface. Training will include review of: • Launching the Laserfiche Scanning interface • Scan source options • Default properties • Configuring software & hardware image enhancements • Initiating a scan • Batch processing • Storing to Laserfiche • Advanced properties Includes “Hands-On” exercises: 1. Launch scanning and choose Basic mode • Set OCR options - Balance • Set Enhancements: Blank page removal, Deskew & Despeckle 2. Launch scanning and choose Standard mode • Set default name and template • Change folder path • Add enhancements: Blank Page removal, Deskew, & OCR • Scan a multi-page doc and Split into two docs
Recommended Students per class:	10 or less

Web Client Training

Course Name:	Laserfiche Web Client Training
Duration:	1 hour
Type:	End User Training
Training Materials:	Cities Digital Web Client User Training Guide 10.4 Cities Digital Laserfiche Mobile 10.2 Guide
Synopsis	This course will provide an overview of the Laserfiche Web client, which is a web-based “thin client” interface that that allows users to interact with the Laserfiche solution. The

Web client provides functionality that is extremely similar to the Laserfiche Windows Client interface, but through a web browser. Users will have the ability to search, import and interact with files and entries in a full read/write capacity. During this training course users will become familiar with the features and functionality of the web-based client. Training will include review of: • Navigating to the Web Client URL • Logging into the repository • Navigating the browser • Browser Toolbar • Interacting with electronic files & TIFF images • Scanning into the Web Client • Importing into the Web Client • Search • Printing, emailing and exporting documents	
Recommended Students per class:	5 or less

Workflow Designer Training

Course Name:	Laserfiche Workflow Designer Training
Duration:	1.75 hours
Type:	Administrator Training
Training Materials:	Cities Digital Laserfiche Workflow 10.4 Training Guide
Synopsis	This course will provide an overview of the Laserfiche Workflow Designer, which is the interface where workflows and business processes are created and managed. Laserfiche Workflow is an extremely important and powerful component of the product suite since it provides the ability to build repeatable patterns of activity that can be completely automated or dependent on end user interaction. Training will include review of: • Launching the Workflow Designer • Preparing a new workflow for configuration • The Activity Toolbox • Workflow Design within the GUI • Building a sample workflow • Publishing a workflow • Defining Starting Rules • Search and Search Results Includes "Hands-On" exercises: • Create a new workflow and set the Repository profile connection • Add a workflow activity and set its properties • Publish a workflow
Recommended Students per class:	5 or less

Audit Trail Training

Course Name:	Laserfiche Audit Trail Training
Duration:	45 minutes
Type:	Administrator Training
Training Materials:	Cities Digital Audit Trail Guide 10.2
Synopsis	This course will provide an overview of Laserfiche Audit Trail, which is a module that monitors and records events that occur within your Laserfiche repository and Administration Console. Within the interface of the module, specified users have the ability to report on recorded events. Training will include review of: • Launching and accessing Audit Trail • Permissions • Creating a new report • Configuring Report Definitions • Configuring Event Filters • Utilizing Report Data • Saving a report
Recommended Students per class:	5 or less

Laserfiche Forms Training

Course Name:	Laserfiche Forms Training
Duration:	1.25 hours
Type:	Administrator Training
Training Materials:	Cities Digital Laserfiche Forms 10.3.1 Training Guide
Synopsis	This course will provide an introduction and overview of Laserfiche Forms, which is an e-Forms solution that allows organizations to collect and route information within a web-based environment. The Forms solution also interacts with Laserfiche repositories. Training will include review of: • Launching Forms • User Inbox • System Security • Creating a New Process • Designing a Form • Configuring a Form's Theme • The Forms Process Modeler • Publishing a Form Includes "Hands-On" exercises: • Create a new business process by using a template • Edit the form and add a new field, preview the new form • Publish the new business process and change the URL of the link
Recommended Students per class:	5 or less

Records Management Training

Course Name:	Laserfiche Records Management Training
Duration:	1.0 hours
Type:	Administrator Training
Training Materials:	Cities Digital Laserfiche Records Management Guide 10.0
Recommended Students per class:	5 or less
Synopsis:	This course will provide an overview of Laserfiche Records Management, which is a tool that allows organizations to formalize records management plans and policies within the Laserfiche repository. Training will focus on the administrative configuration steps that are necessary to prepare the repository for records management use and should include individuals with organizational records management knowledge. Training will include review of: • Record Management Concepts & Terminology • Creating Retention Schedules • Creating Cutoff Instructions • Creating Cycle Definitions & Locations • Creating Records Series and Record Folders • Application of Cutoff and Retention Policies • Records Management Searches • Executing Records Management actions

WebLink Administration Training

Course Name:	Laserfiche WebLink 10 Administration Training
Duration:	1.0 hours
Type:	Administrator Training
Training Materials:	Cities Digital Laserfiche WebLink 10.0 Designer Guide.pdf
Synopsis:	This course will provide an administrative overview of Laserfiche WebLink, which is a read-only web-based public portal option for accessing a Laserfiche repository. Administration training will focus on the initial configurations necessary to customize WebLink for internal or public read-only access. Training will include review of: • Accessing the WebLink administration tools • Utilizing the WebLink Administrator's Utility - Creating virtual directories - E-Mail - Search Highlights • Utilizing the WebLink Designer - Creating Themes - Welcome Page - Custom Search Forms Designer - Navigation • Utilizing the WebLink Settings Bundler
Recommended Students per class:	5 or less

WebLink User Training

Course Name:	Laserfiche WebLink User Training
Duration:	30 minutes
Type:	End User Training
Training Materials:	Cities Digital Laserfiche WebLink 10.3 Designer Guide
Synopsis	This course will provide an end user overview of Laserfiche WebLink, which is a read-only web-based public portal option for accessing a Laserfiche repository. User training will focus on accessing and utilizing WebLink to search and review documents within the repository. Training will include review of: • Navigating to the WebLink URL • Utilizing preconfigured search and links on the welcome page • Browsing through folders in WebLink • Utilizing WebLink Search capabilities • Viewing, printing and exporting documents
Recommended Students per class:	20 or less

WebLink Advanced Customization Training

Course Name:	WebLink Advanced Customization Training
Duration:	1 Hour
Type:	Administrator Training
Training Materials:	Cities Digital Laserfiche WebLink Advanced Customization Guide.pdf
Synopsis	This course will provide an administrative approach to customizing the WebLink site with advanced settings to provide alternative methods of presenting information to end users. Training will include review of: • Customizing the WebLink URL / Multiple URL links • Hiding / customizing items on the welcome page • Setting default views in WebLink • Custom Sorting in WebLink Searches • Setting a Grid View for Search results • ...and more!
Recommended Students per class:	20 or less

Import Agent

Course Name:	Laserfiche Import Agent Training
Duration:	30 minutes
Type:	Administrator Training
Training Materials:	Cities Digital Laserfiche Import Agent 10.3.1 Guide
Synopsis	This course will provide an overview of Laserfiche Import Agent which lets you automatically files stored in a Windows folder and import them into a Laserfiche repository. Training should result in an administrator's ability to setup, configure and monitor Import Agent profiles. Training will include review of: • Opening the Import Agent Configuration Utility • Creating a profile • Configuring and Editing a profile • Setting Import Agent Options • Configuring Email Archiving • Best Practices and troubleshooting
Recommended Students per class:	5 or less

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

This Service Provider/Professional Services Agreement - Cyber (the "Agreement") is made and entered into as of this ____ day of _____, 2020, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and **Cities Digital, Inc. (CDI)**, a _____, ("Service Provider"), collectively, the City and the Service Provider are referred to as (the "Parties)."

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed _____ Dollars (\$_____).

Service Provider shall abide by the requirements in Exhibit "B "Technology Support, Infrastructure & Security" which is attached hereto and incorporated herein.

The City has designated _____, or his/her designee as City's Representative, who shall have authority to act on the City's behalf with respect to this Agreement consistent with the budget contract policy.

2. TERM.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on _____ or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all “extra” work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as “Exhibit C,” or if none is attached, as subsequently agreed to by both Parties in writing.
- D. The Service Provider shall submit to the City Manager or her designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- F. Service Provider acknowledges that the continuation of this Agreement after the end of the City’s fiscal year is specifically subject to the City Council’s approval of the annual budget.

4. RECORDS AND INSPECTIONS.

- A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.

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- B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.
- C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly to this Agreement.
- D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code, 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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subcontractors or representatives during the performance of this Agreement.

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

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

- A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

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- B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

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

- A. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 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 a combined single limit of not less than Two Million Dollars (\$2,000,000) each accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.

- C. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. Service Provider agrees to continue to procure and maintain professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after the project completion or termination of this Agreement.

If written on a claims-made basis, the Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period endorsement (tail coverage) will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.

- D. Workers Compensation insurance and Employers Liability coverage with Workers Compensation limits complying with statutory requirements, and

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Employer's Liability Insurance limits of at least One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) for bodily injury by accident, and One Million Dollars (\$1,000,000) each employee for injury by disease.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Park City Municipal Corporation for all work performed by the Service Provider, its employees, agents and subcontractors.

- E. Data Breach and Privacy/Cyber Liability Insurance including coverage for failure to protect confidential information and failure of the security of the Service Provider's computer systems or the City's systems due to the actions of the Service Provider which results in unauthorized access to the City's data. The limit applicable to this policy shall be no less than Five Million Dollars (\$5,000,000) per occurrence, and must apply to incidents related to the Cyber Theft of the City's property, including but not limited to money and securities.
- F. Technology Errors and Omissions Insurance with a limit of no less than Five Million Dollars (\$5,000,000) for damages arising from computer related services including but not limited to the following:
- Consulting;
 - Data Processing;
 - Programming;
 - System Integration;
 - Hardware or Software Development;
 - Installation;
 - Distribution or Maintenance;
 - Systems Analysis Or Design;
 - Training; and
 - Staffing or Other Support Services.

The policy shall include coverage for third party fidelity including cyber theft. It is acceptable that the Data Breach and Privacy / Cyber Liability

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Insurance and Technology Errors and Omissions insurance be provided on the same policy. All policies must include a waiver of subrogation in favor of the City.

- G. Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance.

Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.

- H. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- I. For any claims related to this Service Provider/Professional Services Agreement, the Service Provider's insurance coverage shall be primary insurance coverage with respect to Park City Municipal Corporation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS AND WARRANTIES.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

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- B. Unless otherwise exempt, the Service Provider is required to have a valid Park City business license.
- C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- D. If this Agreement is entered into for the physical performance of services within Utah, the Service Provider shall register and participate in E-Verify, or an equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or an equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code § 63G-12-302.
- E. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, Service Provider will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.
- C. Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be

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required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express written consent of the City, as required by this paragraph, shall be deemed null and void.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or an equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code § 63G-12-302.

13. CHANGES.

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

14. PROHIBITED INTEREST, NO THIRD PARTY RIGHTS AND NO GRATUITY TO CITY EMPLOYEES.

- A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Nothing herein is intended to confer rights of any kind in any third party.
- C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a

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contract may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

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

16. TERMINATION.

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

17. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties below. Notice is effective upon the date it was sent, except that a notice of termination pursuant to Paragraph 16 is

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

effective upon receipt. All reference to “days” in this Agreement shall mean calendar days.

18. ATTORNEYS FEES AND COSTS.

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

19. JURISDICTION AND VENUE.

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

20. SEVERABILITY AND NON-WAIVER.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.
- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

21. ENTIRE AGREEMENT.

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

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

**PARK CITY MUNICIPAL
CORPORATION, a**
Utah municipal corporation
445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480

City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER NAME

Address:

Address:

City, State, Zip:

Tax ID#: _____

PC Business License# BL_____

Signature

Printed name

Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 20__, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _____ (*title or office*) of _____, a _____ corporation (or limited liability company), by authority of its Bylaws/Resolution of the Board of Directors (if as to a corporation) or Operating Agreement/Member Resolution (if as to a limited liability company), and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for _____, a _____ corporation (or limited liability company).

Notary Public

EXHIBIT “A”

SCOPE OF SERVICES

EXHIBIT “B”
Technology Support, Infrastructure & Security

1. Definitions

“

City Data” / “information” is any data provided, shared, created or managed by the City.

“Service Provider” Is the contract holder that manages employees, contractors or affiliates having access to Park City Municipal Corporation infrastructure or data for specific defined purpose.

“Process, Processed, or Processing” means any operation or set of operations performed upon City Data, whether or not by automatic means, such as creating, collecting, procuring, obtaining, accessing, recording, organizing, storing, adapting, altering, retrieving, consulting, using, disclosing or destroying the data.

"Data Masking" The process of modifying records to conceal City Data, especially when such records are copied from a production environment to a non-production environment.

“The Information Technology Department” is responsible for the administration of this policy. If you have any questions regarding this policy, please contact the Information Technology Department 435-615-5123, 5123@parkcity.org.

“Service Provider’s Third Party Security Auditor” is defined as a third party organization which provides security audits of Service Provider’s Information Processing Systems.

“Provider” is defined as any company supplying a service for Service Provider’s Information Processing System (such as a Data Center, Managed Service, or Data Circuit).

“Security Breach” is defined as an unauthorized access to Service Provider’s software or Data Center facilities, Information Processing Systems or networks used to service, store, or access City Data.

“Sensitive Information” is defined as any Personally Identifiable Information or any information not publicly available (i.e. – clients, passwords, financial information, employee information, schedules, technology infrastructure, closed reports, draft notes, etc.).

“Written Request of the City” is defined as a request received by Service Provider by a City on official letter head signed by an officer of the City.

2. Information Classification

Classification is used to promote proper controls for safeguarding the confidentiality of information. Regardless of classification the integrity and accuracy of all classifications of information must be protected. The classification assigned and the related controls applied are dependent on the sensitivity of the information. Information must be classified according to the most sensitive detail it includes. Information recorded in several formats (e.g., source document, electronic record, report) must have the same classification regardless of format. The following levels are to be used when classifying information:

3. Internal Information

Internal Information is intended for unrestricted use within PCMC, and in some cases within affiliated organizations such as Service Provider business partners for non-sales purposes. This type of information is already widely-distributed within PCMC, or it could be so distributed within the organization without advance permission from the information owner. Examples of Internal Information may include: personnel directories, internal policies and procedures, most internal electronic mail messages.

Any information not explicitly classified as Sensitive Information, PII or Public will, by default, be classified as Internal Information.

Unauthorized disclosure of this information is not permitted.

4. Public Information

Public Information has been specifically approved for public release by a designated authority within each entity of Service Provider. Examples of Public Information may include material posted to approved public internet web pages.

This information may be disclosed outside of Service Provider.

5. Security Policy

Formal Security Policy. Consistent with the requirement of this Document, Service Provider will create and provide to City an information security policy that is approved by Service Provider's management, published and communicated and agreed to be adhered to by all Service Provider's employees, contractors and affiliates.

Security Policy Review. Service Provider will review the information security policy at planned intervals or if significant changes occur to ensure its continuing suitability, adequacy, and effectiveness and may revise such policy, from time to time. Changes resulting in a lower standard of security or service must be agreed to by PCMC prior to adoption.

6. Asset Management.

Acceptable Use. Service Provider will implement policies and procedures for the

acceptable use of information and assets which is no less restrictive than industry best practice for the classification of such Information and consistent with the requirements of this Document.

Equipment Use While on City Premises. While on City's premises, Service Provider will not connect hardware (physically or via a wireless connection) to City internal systems or networks unless necessary for Service Provider to perform Processing under this Document. This hardware is subject to be inspected and, or, scanned by PCMC IT Department directly or by automated means before use.

Personally-owned Equipment: Sensitive Information, with the exception of Business Contact Information, may not be stored on any employee owned equipment.

7. Human Resources Security

Removal of Access Rights. The access rights of all Service Provider employees to Service Provider Information Processing Systems or media containing Sensitive Information will be removed immediately upon termination of their employment, contract or agreement, or adjusted upon change.

8. Physical and Environmental Security.

Secure Areas. Service Provider will secure all areas, including loading docks, holding areas, telecommunications areas, cabling areas and off-site areas that contain Information Processing Systems or media containing information by the use of appropriate security controls in order to ensure that only authorized personnel are allowed access and to prevent damage and interference. The following controls will be implemented:

Visitors to secure areas will be supervised.

9. Geographic Data Centers

Service Provider's data centers are geographically distributed and employ a variety of physical security measures. The technology and security mechanisms used in these facilities may vary depending on local conditions such as building location and regional risks. The standard physical security controls implemented at each Service Provider data center include the following: custom designed electronic card access control systems, alarm systems, interior and exterior cameras, and security guards. Access to areas where systems, or system components, are installed or stored are segregated from general office and public areas such as lobbies. The areas are centrally monitored for suspicious activity, and the facilities are routinely patrolled by security guards.

10. Environmental Security

Service Provider will protect equipment from power failures and other disruptions caused by failures in supporting utilities. To minimize service interruption due to hardware failure, natural disaster, or other catastrophe, Service Provider

implements a disaster recovery program at all of its data centers. This program includes multiple components to minimize the risk of any single point of failure.

11. Role Based Access

Service Provider restricts access to its data centers based on role, not position. As a result, most senior executives at Service Provider do not have access to Service Provider data centers

12. Communications and Operations Management.

Protections Against Malicious Code. Service Provider will implement detection, prevention, and recovery controls to protect against malicious software, which is no less than current industry best practice and perform appropriate employee training on the prevention and detection of malicious software.

Back-ups. Service Provider will perform appropriate back-ups of Service Provider Information Processing Systems and media containing City Data every business day with end-of-month copy stored for 1-year in order ensuring services and service levels described in this Document. Service Provider maintains a plan for responding to a system emergency or other occurrence (for example, fire, vandalism, system failure and natural disaster) that damages systems that contain Sensitive Information and Internal Information.

Media Handling. Service Provider will protect against unauthorized access or misuse of City Data contained on media.

Media and Information Disposal. Service Provider will securely and safely dispose of media containing Sensitive Information:

Maintaining a secured disposal log that provides an audit trail of disposal activities.

13. Exchange of Information

To protect confidentiality and integrity of Sensitive Information in transit, Service Provider will:

Perform an inventory, analysis, and risk assessment of all data exchange channels (including, but not limited to , SFTP, HTTP, HTTPS, SMTP, modem and fax) to identify and mitigate risks to Sensitive Information from these channels.

Monitor and inspect all data exchange channels to detect unauthorized information releases.

Ensure that appropriate security controls using approved data exchange channels are employed when exchanging Sensitive Information.

14. Monitoring

To protect against unauthorized access or misuse of Sensitive Information residing

on Service Provider Information Processing Systems, Service Provider will:

Employ current industry best practice security controls and tools to monitor Information Processing Systems and log user activities, exceptions, unauthorized information processing activities, suspicious activities and information security events. Logging facilities and log information will be protected against tampering and unauthorized access. Logs will be kept for at least 180 days.

Perform frequent reviews of logs and take necessary actions to protect against unauthorized access and implement policy and infrastructure as needed.

At Written Request of the City, make logs available to City to assist in investigations.

Ensure that the time clocks of all relevant Information Processing Systems are synchronized using a national or international time source.

Ensure common configuration and patch management information is maintained.

Based on the periodic assessment, measures will be implemented that reduce the impact of the threats by reducing the amount and scope of the vulnerabilities.

15. Access Control

User Access Management. To protect against unauthorized access or misuse of Sensitive Information a formal user registration and de-registration procedure for granting and revoking access and access rights to all Service Provider Information Processing Systems.

Employ a formal password management process using authentication and authorization controls that are designed to protect against unauthorized access.

Perform recurring reviews of Service Provider employees' access and access rights to ensure that they are appropriate for the users' role.

16. User Responsibilities

To protect against unauthorized access or misuse of Sensitive Information residing on Service Provider Information Processing Systems, Service Provider will:

Ensure that Service Provider Information Processing Systems users follow current security practices in the selection and use of sufficiently strong passwords.

Ensure that unattended equipment has appropriate protection to prohibit access and use by unauthorized individuals.

Ensure that Sensitive Information contained at employee workstations, including but

not limited to paper and media display screens, is protected from unauthorized access and/or utilizes Data Masking.

17. Network Access Control

Access to internal, external and public network services that allow access to Service Provider Information Processing Systems shall be controlled. Service Provider will:

Ensure that current industry best practice standard authentication mechanisms for network users and equipment are in place and updated as necessary.

Ensure electronic perimeter controls are in place to protect Service Provider Information Processing Systems from unauthorized access.

Ensure sufficient authentication methods are used to control access by remote users.

Ensure physical and logical access to diagnostic and configuration ports is controlled.

18. Operating System Access Control

To protect against unauthorized access or misuse of Sensitive Information residing on Service Provider Information Processing Systems, Service Provider will:

Ensure that access to operating systems is controlled by a secure log-on procedure and limited to role based necessity.

Ensure that Service Provider Information Processing System users have a unique identifier (user ID). This account is used to identify each person's activity on Service Provider's Information Processing Systems network, including any access to employee or City data.

Ensure that the use of utility programs that are capable of overriding system and application controls are highly restricted and tightly controlled, with access limited to those employees whose specific job function requires such access.

Ensure that inactive sessions are automatically terminated when technically possible after a defined period of inactivity.

Employ idle time-based restrictions on connection times when technically possible to provide additional security for high risk applications.

Ensure that current industry best practice standard authentication mechanisms for wireless network users and equipment are in place and updated as necessary.

Ensure authentication methods are used to control access by remote users, with

unique User Identifiers.

19. Information Systems Acquisition, Development and Maintenance

Security of System Files. To protect City Information Processing Systems and system files containing information, Service Provider will ensure that access to source code is restricted to authorized users whose specific job function necessitates such access.

Security in Development and Support Processes. To protect City information Processing Systems and system files containing Sensitive Information, Service Provider will:

Employ industry best practice security controls to minimize information dissemination.

Employ oversight quality controls and security management of outsourced software development.

Employ regular code reviews covering security vulnerabilities, including but not limited to buffer overflow, SQL injection, input validation, and commonly used vector attacks.

20. Information Security Incident Management

Reporting Information Security Events and Weaknesses. To protect City Information Processing Systems and system files containing information, Service Provider will:

Implement a process to ensure that Information Security Events and Security Breaches are reported through appropriate management channels as quickly as possible.

Train all employees, contractors, users of information systems and services regarding the report of any observed or suspected Information Security Events and Security Breaches.

Notify City by email or phone as soon as possible of all Information Security Events and Security Breaches. Following any such event or breach, Service Provider will promptly notify City whether or not Sensitive Information was compromised or released to unauthorized parties, the data affected and/or the details of the event or breach.

21. Business Continuity Management

Business Continuity Management Program. To ensure services and service levels described in this Document, Service Provider will:

Develop and maintain a process for business continuity throughout the organization that addresses the information security requirements needed for Service Provider's and its Providers' business continuity so that the provision of products and/or services provided is uninterrupted.

Maintain efforts to identify events that may cause interruptions to business processes, along with the probability and impact of such interruptions and the consequences for information security.

Develop and implement plans to maintain or restore operations and ensure availability of information at the required level and in the required time scales following interruption to, or failure of, critical business processes and provide City a copy of the same upon Written Request of the City.

Disaster Recovery. Service Provider has appropriate and reasonable disaster recovery measures in place designed to prevent any interruptions in Service to the City. Service Provider has established disaster contingency plans governing processes following a breach incident, which in particular address the following issues: (i) safety of personnel and third parties, (ii) losses of communications capability (e.g., voice, fax, data), (iii) loss of computer processing capabilities, and (iv) loss of access to physical office facilities.

22. Security Assessments

Initial and Recurring Security Assessments. Service Provider's Third-Party Security Auditor shall perform weekly static scans, monthly dynamic scans, and annual penetration testing. The results of these audits are available to Service Provider and the City with execution a Confidentiality Agreement with Service Provider.

EXHIBIT “C”

PAYMENT SCHEDULE FOR “EXTRA” WORK

Council Agenda Item Report

Meeting Date: February 27, 2020

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Resolution

Agenda Section:

Subject:

Consideration to Approve Resolution 02-2020, a Resolution Proclaiming March, 2020, as Dental Health Month in Park City

(A) Public Input (B) Action

Suggested Action:

Attachments:

[Dental Health Month Staff Report](#)

[Exhibit A: Dental Health Month Resolution](#)



City Council Staff Report

Subject: Dental Health Month
Author: Michelle Kellogg
Department: Executive
Date: February 27, 2020
Type of Item: Administrative

Summary Recommendation

Approve the proposed resolution proclaiming March 2020, as Dental Health Month.

Executive Summary

Peoples Health Clinic started in 1999 as the dream of local medical providers and community members who realized the enormous need for low-cost health services in the Park City area. This organization supports Dental Health Month and requests that the City Council adopt a supporting resolution.

National Dental Health Month is an opportunity for Park City to unite citizens of Utah and raise public awareness about the importance of preventative dental care for all.

Alternatives for City Council to Consider

Recommended Alternative: Staff recommends Council approve the proposed resolution in support of Children's Dental Health Month.

Pros

- a. The resolution demonstrates the City's support of the Peoples Health Clinic.
- b. The resolution promotes preventative dental care.
- c. Supporting this resolution could result in increased awareness in the community.

Cons

- a. No increase in community awareness.

Consequences of Selecting the Recommended Alternative

Supporting this resolution will demonstrate that the City values dental health for all in the community.

2. Null Alternative: No material impact.

Department Review

Legal and Executive Departments

Funding Source

There are no commitments associated with this resolution.



Resolution 02-2020

**A RESOLUTION DECLARING MARCH 2020 AS DENTAL HEALTH MONTH
IN PARK CITY**

Whereas, our community recognizes that the success of Park City depends on supporting every individual without medical insurance so they may pursue their dreams and strengthen our county; and

Whereas, we recognize that through dental education and regular preventative dental care, tooth decay is almost completely preventable, and children and adults can remain healthy and contribute to the success of their community, as their healthy smiles are the cornerstone of our resort town; and

Whereas, research shows that through supervised tooth brushing programs and preventative care children can reduce dental-related illness, which causes kids in the U.S. to miss 51 million of school hours each year and school absences, which start as early as first grade; and

Whereas, through a balanced diet, brushing and flossing after every meal, and regular dental check-ups, children and adults can avoid cavities and remain healthy; and

Whereas, in 2020 both children and adults who reside in Utah can visit People's Health Clinic and receive dental exams and education; and

Whereas, Dental Health Month is an opportunity for Park City to unite citizens of Utah to raise public awareness about the importance of preventative dental care for all people; and

Therefore, the Mayor and City Council of Park City, Utah, hereby declare March, 2020, as Park City's Dental Health Month.

PASSED AND ADOPTED this 27th day of February, 2020.

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark Harrington, City Attorney

City Council Staff Report

Subject: 182 & 184 Daly Avenue Plat Amendment
Author: Caitlyn Barhorst, Historic Preservation Planner
Project Number: PL-19-04383
Date: February 27, 2020
Type of Item: Administrative – Subdivision Plat

Summary Recommendation

Staff recommends the City Council hold a public hearing for the 182 & 184 Daly Avenue Plat Amendment located at 182 & 184 Daly Avenue and approve the Subdivision Plat based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Description

Applicant: 1055 Norfolk, LLC Series 182 Daly, represented by Marshall King, Alliance Engineering
Location: 182 and 184 Daly Avenue
Zoning: Historic Residential (HR-1) District
Adjacent Land Uses: Residential
Reason for Review: Subdivision Plats require Planning Commission review and City Council review and action.

Proposal

The proposed Subdivision Plat seeks to subdivide the existing Lot B of the Daly Delight Plat Amendment into two (2) Lots to construct a Duplex Dwelling with a shared party wall between the connecting Lot line.

The legal description of the property is:

Lot B, DALY DELIGHT PLAT AMENDMENT, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

Background

The Plat Amendment Application was deemed complete on December 9, 2019.

The following table is a history of the Planning applications regarding the property:

182 Daly Avenue			
Year	Application/Permit Type	Description	Action Taken
1992	Historic District Review	Construction of the non-historic garage.	Approved

1992	Building Permit	Construction of the non-historic garage.	Approved
2017	Historic District Design Review	Construct a new Duplex Dwelling on a vacant lot.	Approved
2017	Conditional Use Permit	Duplex Dwelling	Approved
2017	Steep Slope Conditional Use Permit	Construction of a new Duplex Dwelling on a slope greater than 30%.	Approved
2018	Plat Amendment	Daly Delight Plat Amendment	Approved

For more background information, see:

- a. City Council July 12, 2018, Daly Delight Subdivision [Staff Report](#) (page 77);
- b. Planning Commission October 24, 2018 Duplex Dwelling Conditional Use Permit [Staff Report](#) (page 105);
- c. Planning Commission October 24, 2018 Steep Slope Conditional Use Permit [Staff Report](#) (page 131).

At the January 22, 2020 Planning Commission meeting, the Commission was concerned with the calculated maximum building footprint of Lot B from the previous Daly Delight Plat Amendment. Lot B of the Daly Delight Plat Amendment consisted of 5,329 sq ft, which results in a 1,975 sq ft maximum building footprint using the footprint formula per [LMC 15-2.2-3\(E\)](#) (see Finding of Fact #22 in [Ordinance No. 2018-37](#) approving the Daly Delight Plat Amendment). Therefore, the Commission requested the clear allocation of the previously approved maximum between the two new lots.

The Planning Commission forwarded a positive recommendation at the January 22, 2020 meeting with the added Condition of Approval stating the maximum footprint for Lot B1 is 1,020 sq ft and Lot B2 is 955 sq ft to equal the initial calculated maximum of 1,975 sq ft. This is represented as in Finding of Fact #11 and Condition of Approval #9.

The Planning Commission was also concerned with the roof overhang between the proposed property line between Lot B1 and B2. The applicant has revised the plans and worked with the Chief Building Official to modify the party wall agreement and design to alleviate concerns regarding encroachments (**Exhibit F**).

On February 6, 2020 City Council continued the item to February 27, 2020.

Purpose

The purpose of the HR-1 District is to:

- A. preserve present land Uses and character of the Historic residential Areas of Park City,
- B. encourage the preservation of Historic Structures,
- C. encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District and maintain existing residential neighborhoods,
- D. encourage single family Development on combinations of 25' x 75' Historic Lots,
- E. define Development parameters that are consistent with the General Plan policies for the Historic core, and

- F. establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment.

Analysis

The proposed Subdivision Plat seeks to subdivide the existing Lot B of the Daly Delight Plat Amendment into two (2) Lots to construct a Duplex Dwelling with a shared party wall between the connecting Lot line.

Per [LMC 15-2.2-3\(l\) Lot and Site Requirements](#):

A Side Setback between connected Structures is not required where Structures are designed with a common wall on a Property Line, each Structure is located on an individual Lot, the Lots are burdened with a party wall agreement in a form approved by the City Attorney and Chief Building Official, all applicable Building and Fire Code requirements are met, and the Use is an Allowed or Conditional Use in the Zoning District.

- a. Exterior Side Setbacks shall be based on the required minimum Side Setback for each Lot; however the Planning Commission may consider increasing exterior Side Setbacks during Conditional Use Permit review to mitigate potential impacts on adjacent Property. Side Setback exceptions continue to apply.
- b. Building Footprint shall be based on the total lot Area of the underlying Lots. The Planning Commission may consider decreasing Building Footprint during Conditional Use Permit review to mitigate potential impacts on adjacent Property.
 - *The Conditional Use Permit for the Duplex Dwelling was reviewed by the Planning Commission on October 24, 2018 and no additional setbacks or Building Footprint decreases were imposed. See **Exhibit F** and **Exhibit G** for both the CUP Final Action Letters. Staff finds that the previously approved Side Yard Setbacks are consistent with those found throughout the Historic Residential-1 District and does not recommend additional Setbacks be imposed.*

The following table identifies the applicable lot and site requirements for this property:

	LMC Requirement	Lot B1 (182 Daly)	Lot B2 (184 Daly)
Lot Size	Minimum 1,875 sq ft	2, 871 sq ft, <i>complies</i>	2,458 sq ft, <i>complies</i>
Lot Width	Minimum 25 feet	31'-10" <i>complies</i>	27'-4" <i>complies</i>
Lot Depth		89'-6"	86'-0"
Building Footprint		Max: 1,221.62 sq ft Proposed: 1,014 sqft	Max: 1,070.45 sq ft Proposed: 950 sqft

Front Setback	12 feet minimum, total of 25 feet	Over 12 ft min, over total of 25 feet, <i>complies</i>	Over 12 ft min, over total of 25 feet, <i>complies</i>
Rear Setback	12 feet minimum, total of 25 feet	Over 12 ft min, over total of 25 feet, <i>complies</i>	Over 12 ft min, over total of 25 feet, <i>complies</i>
Exterior Side Setback	3 feet minimum	10.60 ft, <i>complies</i>	6.17 ft, <i>complies</i>

Figure 1- Front Elevation, Updated Plans dated February 10, 2020 (**Exhibit F**)



Good Cause

Staff finds good cause for this Subdivision Plat as it will allow the construction of a new building that meets all applicable LMC requirements.

Process

The approval of this Subdivision Plat application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC §15-1-18.

Department Review

This project has gone through an interdepartmental review on December 17, 2019. No further issues were brought up at that time.

Notice

The property was posted and notice was mailed to property owners within 300 feet on January 8, 2020. Legal notice was also published in the Park Record in accordance with requirements of the Land Management Code on January 4, 2020.

Public Input

No public input has been received by the time of this report.

Alternatives

- The City Council may approve the 182 & 184 Daly Avenue Plat Amendment, as conditioned or amended; or
- The City Council may deny the 182 & 184 Daly Avenue Plat Amendment, and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on the 182 & 184 Daly Avenue Plat Amendment, and request additional information or analysis in order to make a recommendation; or
- The City Council may remand the 182 & 184 Daly Avenue Plat Amendment to the Planning Commission with specific direction.

Significant Impacts

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

Consequences of not taking recommended action

Consequences of not taking the Planning Department's recommendation are that the applicant would not be able to sell each half of the Duplex individually.

Recommendation

Staff recommends the City Council hold a public hearing for the 182 & 184 Daly Avenue Plat Amendment located at 182 & 184 Daly Avenue and approve the Subdivision Plat based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Exhibits

Exhibit A – Draft Ordinance with Proposed Plat (Attachment 1)

Exhibit B – Survey

Exhibit C – Aerial Photographs and Site Photographs

Exhibit D – Applicant's Project Description

Exhibit E – Approved HDDR and CUP Duplex Plans

Exhibit F – Updated Plans for Party Wall, dated February 10, 2020.

Exhibit G – Duplex Dwelling CUP Final Action Letter

Exhibit H – Steep Slope CUP Final Action Letter

Exhibit I – HDDR Final Action Letter

Exhibit A

Ordinance No. 2020-13

AN ORDINANCE APPROVING THE 182 & 184 DALY AVENUE PLAT AMENDMENT
LOCATED AT 182 & 184 DALY AVENUE, PARK CITY, UTAH.

WHEREAS, the owner of the properties located at 182 and 184 Daly Avenue has petitioned the City Council for approval of the Subdivision Plat; and

WHEREAS, on January 8, 2020, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on January 4, 2020, proper legal notice was published according to requirements of the Land Management Code and courtesy letters were sent to surrounding property owners; and

WHEREAS, the Planning Commission held a public hearing on January 22, 2020 to receive input on the Subdivision Plat; and

WHEREAS, the Planning Commission, on January 22, 2020, forwarded a positive recommendation to the City Council; and,

WHEREAS, on February 27, 2020, the City Council held a public hearing to receive input on the Subdivision Plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the 182 & 184 Daly Avenue Plat Amendment, located at 182 & 184 Daly Avenue.

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

SECTION 1. APPROVAL. The 182 & 184 Daly Avenue Plat Amendment, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 182 Daly Avenue.
2. The property consists of Lot B, Daly Delight Plat Amendment, according to the official plat thereof on file and of record in the office of the Summit County Recorder.
3. The Historic District Design Review (HDDR) application was approved on October 25, 2018 (PL-15-02961) with an extension granted on October 22, 2019.
4. The Steep Slope Conditional Use Permit was approved October 24, 2018 (PL-16-03084).
5. The Duplex Dwelling Conditional Use Permit was approved October 24, 2018 (PL-17-03708)
6. The property is located within the Historic Residential (HR-1) District and meets the purpose of the zone.
7. This is an uphill lot with an average slope of approximately 44%.

8. Access to the property is from Daly Avenue, a public street.
9. Two (2) parking spaces are provided for each unit. The southerly unit provides one (1) parking space in the garage and one (1) parking space in the driveway. The northerly unit provides two (2) parking spaces in a tandem configuration in the garage. The entire site provides a total of four (4) parking spaces.
10. Minimum footprint is 1875 sq ft, both Lots comply. Lot B1 contains 2,871 sq ft and Lot B2 contains 2,458 sq ft.
11. Per Condition of Approval #9 the Maximum Building Footprint for Lot B1 is 1,020 square feet and the Maximum Building Footprint for Lot B2 is 955 square feet.
12. The proposed Structure complies with both Front and Rear Setbacks. The minimum front and rear yard setbacks are 12 feet, for a total of 25 feet; the applicant is proposing a 12 foot front yard and 19 foot rear yard setback, for a total of 31 feet.
13. Proposed Exterior Side Setbacks minimum of 3 feet, complies as they are proposed between 6 feet and 11 feet.
14. LMC 15-2.2-3(I) Lot and Site Requirements: A Side Setback between connected Structures is not required where Structures are designed with a common wall on a Property Line, each Structure is located on an individual Lot, the Lots are burdened with a party wall agreement in a form approved by the City Attorney and Chief Building Official, all applicable Building and Fire Code requirements are met, and the Use is an Allowed or Conditional Use in the Zoning District.
 - a. Exterior Side Setbacks shall be based on the required minimum Side Setback for each Lot; however the Planning Commission may consider increasing exterior Side Setbacks during Conditional Use Permit review to mitigate potential impacts on adjacent Property. Side Setback exceptions continue to apply.
 - b. Building Footprint shall be based on the total lot Area of the underlying Lots. The Planning Commission may consider decreasing Building Footprint during Conditional Use Permit review to mitigate potential impacts on adjacent Property.
 - *The Conditional Use Permit for the Duplex Dwelling was reviewed by the Planning Commission on October 24, 2018 and no additional setbacks or Building Footprint decreases were imposed.*
15. The property was posted and notice was mailed to property owners within 300 feet on January 8, 2020. Legal notice was also published in the Park Record in accordance with requirements of the Land Management Code on January 4, 2020.
16. The Findings in the Analysis section of this report are incorporated herein.

Conclusions of Law:

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

Conditions of Approval:

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the Plat for compliance with State law, and the Land

Management Code, and the conditions of approval, prior to recordation of the Plat.

2. The applicant will record the Subdivision Plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the Plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. Modified 13-D fire sprinkler system is required.
4. A party wall agreement in a form approved by the City Attorney and Chief Building Official is required.
5. All Conditions of Approval from the October 24, 2018 Steep Slope Conditional Use Permit continue to apply.
6. All Conditions of Approval from the October 24, 2018 Duplex Dwelling Conditional Use Permit continue to apply.
7. All Conditions of Approval from the October 25, 2018 HDDR Action Letter continue to apply.
8. This property shall not be further subdivided.
9. The Maximum Building Footprint for Lot B1 is 1,020 square feet and the Maximum Building Footprint for Lot B2 is 955 square feet.

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

PASSED AND ADOPTED this 6th day of February, 2020.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

Date

ATTEST:

City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Attachment 1 – Proposed Plat



I, Charles Ganti, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 7248891 as prescribed under the laws of the State of Utah. I further certify that by authority of the owner, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots, together with easements, to be known hereafter as 182 & 184 DAILY AVENUE PLAT AMENDMENT and that the same has been surveyed and monumented on the ground as shown on this plat.

LOT B, DALY DELIGHT PLAT AMENDMENT, according to the official plat thereof on file and of record in the office of the Summit County Recorder.

KNOW ALL MEN BY THESE PRESENTS that 1055 NORFOLK, LLC SERIES 182 DALY, a Utah limited liability company, the owner of the herein described tract of land, to be known hereafter as 182 & 184 DALY AVENUE PLAT AMENDMENT, does hereby certify that it has caused this plat amendment to be prepared, and does hereby consent to the recordation of this Plat Amendment.

ALSO, the owner hereby dedicates for the perpetual use of the public areas shown on this plat as intended for public use. The undersigned owner also hereby conveys any

In witness whereof, the undersigned set his hand this _____ day _____, 2020.

1055 NORFOLK, LLC SERIES 182 DALY, a Utah limited liability company

By: Carabine Capital, LLC, a New York limited liability company
in the manner

Von Greenfield. Manager

State of _____

Country of

On this _____ day of _____, 2020, Van Greensted personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Manager of Conestoga Capital, LLC, a New York limited liability company, Manager of US52 N06R02, LLC, a New York limited liability company, and an officer and director of Conestoga Capital, LLC, on behalf of said limited liability company, the Plaintiff of this Cause, and that he is a member of the Board of Directors of Conestoga Capital, LLC, the Plaintiff of this Cause. Van Greensted acknowledged to me that he executed the 182 & 184 DAILY AVENUE PLAT AMENDMENT.

Notary Public

Printed Name _____

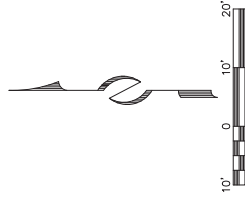
Resisting in: _____

Commission No.:

1. This plot amendment is subject to the Conditions of Approval in Ordinance 2020-_____.
2. The property is located in Zone A, as shown on the Flood Insurance Rate Map of the Federal Emergency Management Agency, Panel 938, Map Number 49043C0938C, and has an effective date of March 16, 2006.

3. See "Declaration of Covenants and Party Wall Agreement for 182 & 184 Daly Avenue".

4. All development will have to provide elevation certificates certifying compliance with the minimum FEMA Flood Zone requirements.



SUBDIVIDING LOT B, DALY DELIGHT PLAT AMENDMENT

IN BLOCK 74, PARK CITY SURVEY
LOCATED IN THE NORTHEAST QUARTER OF SECTION 21
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 1

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

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY

APPROVAL AS TO FORM _____
 APPROVED AS TO FORM THIS _____

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN
CCORDANCE WITH INFORMATION ON

PLANNING COMMISSION
APPROVED BY THE PARK CITY

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER
RECLAMATION DISTRICT STANDARDS ON THE

**PUBLIC SAFETY
ANSWERING POINT APPROVAL**
APPROVED THIS _____ DAY _____

BY _____ SUMMIT COUNTY GIS COORDINATOR

RECLAMATION DISTRICT STANDARDS ON THIS _____

OF _____, 2019

PLANNING COMMISSION THIS _____

DAY OF _____, 2020

BY _____ CHAIR

BY _____ S.W.R.D.

FILE IN MY OFFICE THIS _____

DAY OF _____, 2020

BY _____ PARK CITY ENGINEER

BY _____ PARK CITY ATTORNEY

BY _____ MAYOR

COUNCIL THIS _____ DAY OF _____, 2020

OF _____, 2020

BY _____ FEE

RECORDED

ENTRY NO. _____

DATE _____

TIME _____

LOT B, DALY DELIGHT PLAT AMENDMENT

LOCATED IN THE NORTHEAST QUARTER OF SECTION 21,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
BLOCK 74, MILLSITE RESERVATION PARK CITY SURVEY
RECORD OF SURVEY
SUMMIT COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, Charles Galati, certify that I am a Professional Land Surveyor and that I hold License No. 12345 in the State of Utah. I have personally supervised the making of this survey and the preparation of this map. This map is a correct representation of the survey.

LEGAL DESCRIPTION

LOT B, DALY DELIGHT PLAT AMENDMENT, according to the official plat thereof on file and of record in the office of the Summit County Recorder.

NOTES/NARRATIVE

1. Basis of Bearing for this survey is between found street monuments as shown.
2. The purpose of this survey is to perform an existing conditions and topographic survey for future improvements to the property in addition to a subdivision plat amendment.
3. A title report was not provided to the surveyor and only easements and setbacks per subdivision plat were located as part of this survey. The owner of this property should be aware of any items which may be located on the property which are not shown on this map. The surveyor is not responsible for the discovery of easements, encroachments, or encumbrances on the property surveyed except as shown hereon.
4. County tax maps, recorded deeds, Day (Craig) Plat Amendment, Park City Amended Survey, Park of the City Amended Survey, and other records in the Summit County Recorder's Office, on existing conditions and topographic map (2015), and other records in the Summit County Recorder's Office, on existing conditions and topographic map (2015), were used to determine the location of the property and the location of the street monuments.
5. City Benchmark: Solitary near monolith id. Elevation=7225.15'
6. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
7. The topographic map is based on a field survey performed on December 1, 2015, and follow-up site visit performed September 23, 2016.
8. Some coverage of the time of the original survey was approximately 6". As a result, actual elevations may vary from elevations shown on this survey. In addition, monuments, improvements and/or conditions may exist which are not shown on this survey.



STAFF:
CHARLES GALATI
JESSIE GARDNER
RYAN BETZ
BRIAN WILSON

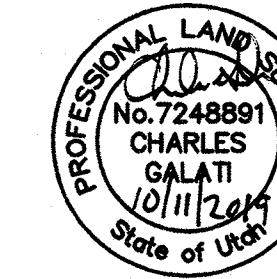
DATE: 10/11/19

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
307 Main Street P.O. Box 2004 Park City, Utah 84060-2004

EXISTING CONDITIONS & TOPOGRAPHIC MAP
182 DALY AVENUE
LOT B, DALY DELIGHT PLAT AMENDMENT
JOB NO.: 11-11-15
FILE: K:\ParkCitySurvey\dwg\111115-2019.dwg

SHEET 1 OF 1

**LOT B, DALY DELIGHT
PLAT AMENDMENT**
LOCATED IN THE NORTHEAST QUARTER OF SECTION 21,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
BLOCK 74, MILLSITE RESERVATION PARK CITY SURVEY
RECORD OF SURVEY
SUMMIT COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, Charles Galati, certify that I am a Professional Land Surveyor and that I hold License No. 7248891, as prescribed by the laws of the State of Utah. I further certify that under my direct supervision a survey has been performed on the hereon described property and that to the best of my knowledge this plat is a correct representation of said survey.

LEGAL DESCRIPTION

LOT B, DALY DELIGHT PLAT AMENDMENT, according to the official plat thereof on file and of record in the office of the Summit County Recorder.

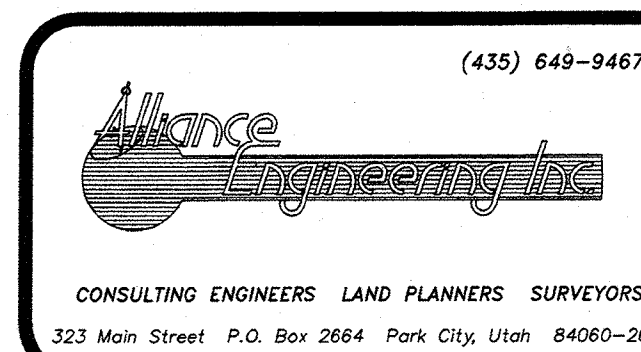
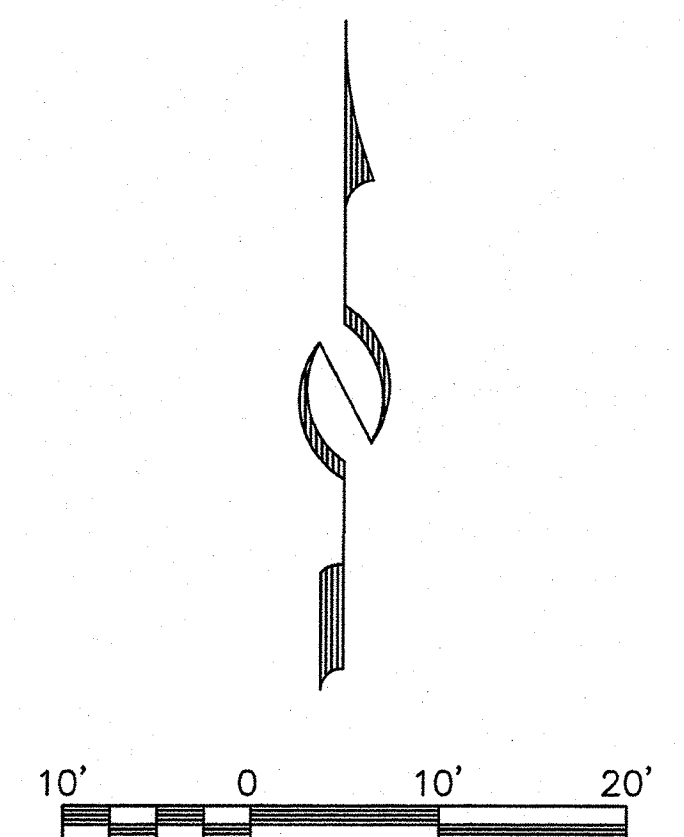
NOTES/NARRATIVE

1. Basis of Bearing for this survey is between found street monuments as shown.
2. The purpose of this survey is to perform an existing conditions and topographic survey for future improvements to the property in addition to a subdivision plat amendment.
3. A title report was not provided to the surveyor and only easements and setbacks per subdivision plat were located as part of this survey. The owner of this property should be aware of any items affecting the property that may appear in a title insurance report. The surveyor found no obvious evidence of easements, encroachments, or encumbrances on the property surveyed except as shown hereon.
4. County tax maps, recorded deeds, Daly Delight Plat Amendment, Park City Amended Survey, Park City Monument Control Map, Record of Survey S-8190 (all aforementioned documents on file and of record in the Summit County Recorder's Office), an existing conditions and topographic map (2015), performed by Marty Morrison and physical evidence in the field were all used to determine the boundary as shown on this plat.
5. Site Benchmark: Sanitary sewer manhole lid
Elevation=7229.18'
6. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
7. This topographic map is based on a field survey performed on December 1, 2015, and follow-up site visit performed September 23, 2019.
8. Snow coverage at the time of the original survey was approximately 6". As a result, actual elevations may vary from elevations shown on this survey. In addition, monuments, improvements and/or conditions may exist which are not shown on this survey.



LEGEND

- Found Monument (As-Noted)
- Found Street Monument (As-Noted)



STAFF:
MARSHALL KING
CHARLES GALATI
STEVE CONANT
JESSE MORENO
RYAN BETZ
MARTY MORRISON
DATE: 10/11/19

EXISTING CONDITIONS & TOPOGRAPHIC MAP
182 DALY AVENUE
LOT B, DALY DELIGHT PLAT AMENDMENT
FOR: WASATCH ENGINEERING CONTRACTORS
JOB NO.: 11-11-15
FILE: X:\ParkCitySurvey\dwg\srvt\topo2015\111115-2019.dwg

SHEET
1
OF
1



 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2654 Park City, Utah 84060-2654	(435) 648-0487 STAFF: MARSHALL KING DUSTIN CARRISH	AERIAL PHOTOGRAPH 182 & 184 DALY AVENUE BLOCK 74, PARK CITY SURVEY FOR: WASATCH ENGINEERING CONTRACTORS JOB NO.: 11-11-15 FILE: X:\ParkCitySurvey\dwg\Exhibits\182and184 Daly Avenue-ortho.dwg	SHEET 1 OF 1
DATE: 9/16/19			



182 & 184 Daly Avenue - looking Northwesterly



182 & 184 Daly Avenue – looking Southwesterly



182 & 184 Daly Avenue – looking Northeasterly



182 & 184 Daly Avenue – looking Southeasterly

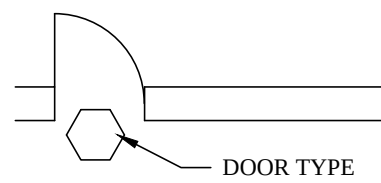
LOT B, DALY DELIGHT PLAT AMENDMENT
LOCATED IN
PARK CITY SURVEY, BLOCK 74
(182 Daly Avenue)
November 20, 2019

PROJECT INTENT

Lot B, Daly Delight Plat Amendment, recorded on November 28, 2018, as Entry No. 1102316, was created from Lot 27 and a portion of Lot 26, Block 74, Park City Survey. The only structure on this property at the time of the plat amendment was a non-historic garage, which has been removed.

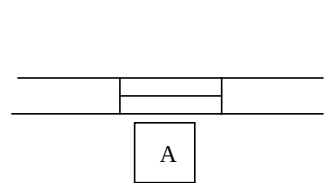
The owner plans to construct a duplex dwelling on the lot and is proposing to create a lot line, creating Lot B1 and Lot B2, which runs in an easterly-westerly direction in the center of the demising wall between the two units. In accordance with the Park City Land Management Code, a document will be prepared addressing the demising wall between the two units.

LEGEND

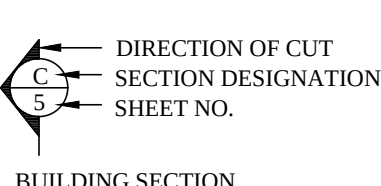


DOOR TYPE

DOOR REFERENCE

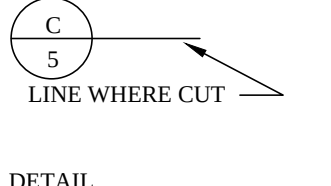


WINDOW REF.



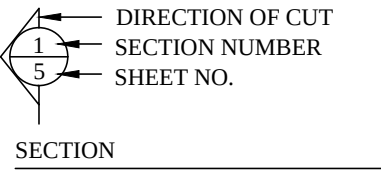
DIRECTION OF CUT
SECTION DESIGNATION
SHEET NO.

BUILDING SECTION



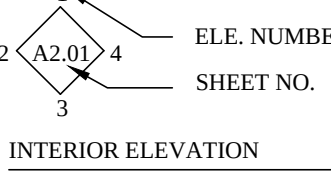
LINE WHERE CUT

DETAIL



DIRECTION OF CUT
SECTION NUMBER
SHEET NO.

SECTION

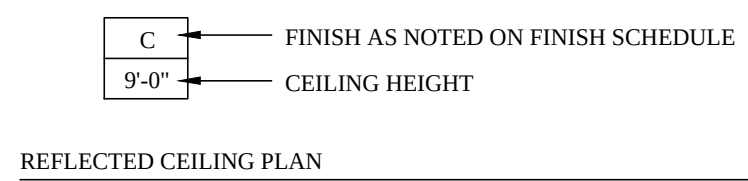


ELE. NUMBER
SHEET NO.

INTERIOR ELEVATION



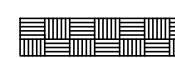
ELEVATION DESIGNATION



FINISH AS NOTED ON FINISH SCHEDULE

CEILING HEIGHT

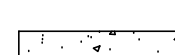
REFLECTED CEILING PLAN



EARTH



GRAVEL



CONCRETE



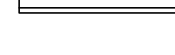
MASONRY



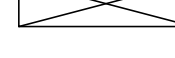
PARTITION WOOD STUD



PARTITION METAL STUD



WOOD - ROUGH



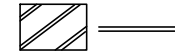
WOOD - FINISH



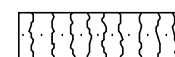
PLYWOOD



STEEL



ACOUSTICAL TILE



BATT INSULATION



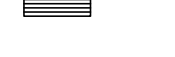
RIGID INSULATION



GLASS



DIRECTION OF SLOPE



BEGINNING POINT OF GRIDS
POINT FROM WHICH DIMENSIONS
FOR GRIDS ARE TAKEN



KEYED NOTES

POCHE AND GENERAL SYMBOLS

182 DALY AVE.
GARAGE

HDDR DOCUMENTS
10/1/2018

SHEET INDEX

- A0.01 COVER SHEET
- A1.00 SURVEY
- A1.01 SITE CALCULATIONS
- A1.02 SITE PLAN
- A1.03 STREETScape
- A1.03 3D VIEWS
- L1.01 LANDSCAPE PLAN
- A2.00 GROUND LEVEL PLAN
- A2.01 MAIN LEVEL PLAN
- A2.02 2ND LEVEL PLAN
- A2.03 3RD LEVEL PLAN
- A3.01 EXTERIOR ELEVATIONS
- A3.02 EXTERIOR ELEVATIONS
- A3.03 BUILDING SECTION
- A3.04 BUILDING SECTION



PROJECT DATA

APPLICABLE CODES

BUILDING CODE:	2015 IRC
PLUMBING CODE:	2015 IPC
MECHANICAL CODE:	2015 IMC
ELECTRICAL CODE:	2015 IEC, 2016 NEC
FIRE CODE:	2015 IFC
ENERGY CODE:	2015 IECC
GAS CODE:	2015 IFGC
ACCESSIBILITY:	2015 IBC, ADAAG

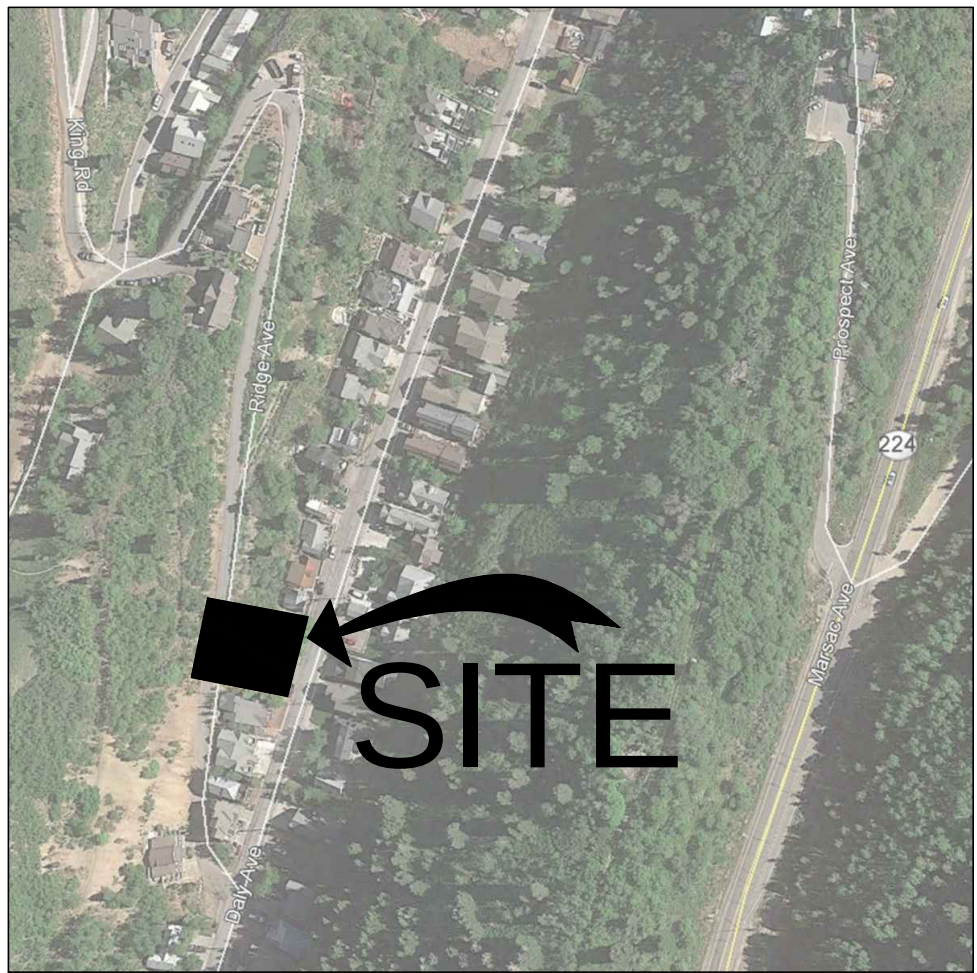
CONSTRUCTION RATINGS:		(TABLE R302.1)
WALLS		
EXTERIOR WALLS < 3'	1 HR	
EXTERIOR WALLS > 3'	0 HR	
PROJECTIONS < 3'	1 HR	
PROJECTIONS > 3'	0 HR	
WALL OPENINGS < 3'	NOT ALLOWED	
WALL OPENINGS > 3'	0 HR	
SEPARATION WALL	1 HR	

BUILDING SQUARE FOOTAGE:		
	UNIT A	UNIT B
NEW BASEMENT:	910 SF	813 SF
NEW MAIN:	940 SF	940 SF
NEW 2ND:	895 SF	895 SF
NEW 3RD:	430 SF	430 SF

TOTAL FINISHED:	3,175 SF	3,078 SF
NEW PARKING GARAGE	359 SF	524 SF

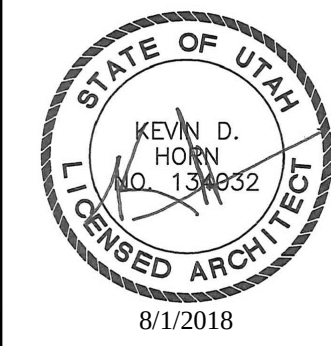
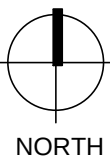
DIFERRED SUBMITTALS:

- AUTOMATIC FIRE SPRINKLER SYSTEM
- ENGINEERED WOOD TRUSSES
- MECHANICAL HVAC SYSTEM & CALCULATIONS
- APPLIANCE FIREPLACES



VICINITY MAP

SCALE: NONE



DAVE BAGLINO
ADDRESS
CITY, STATE

OWZUR

HORN PARTNERS
ARCHITECTURE

P.O. BOX 386 BOUNTIFUL, UT 84011-386
P H N 801.933.4676 or 801.295.4676
FAX 801.299.1111 www.hornandpartners.com

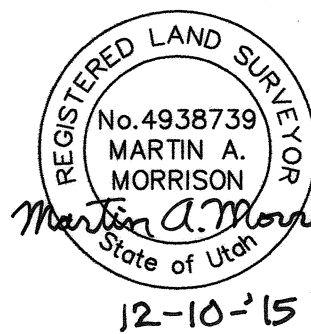
DALY AVE. DUPLEX RESIDENCE
182 DALY AVE. (GARAGE)
PARK CITY, UT

DRAWING DATE:	JOB NO.
DATE 9/18/18	
DRAWN BY:	FILE NO:
CHECKED BY:	1308-A001

COVER
SHEET

A0.01

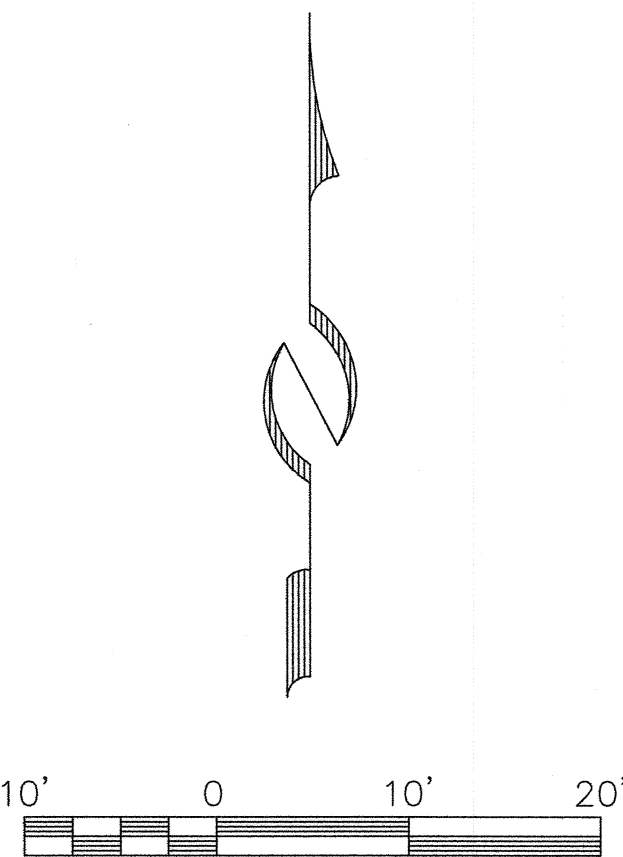
SURVEYOR'S CERTIFICATE

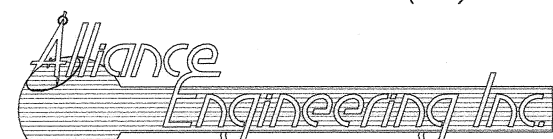


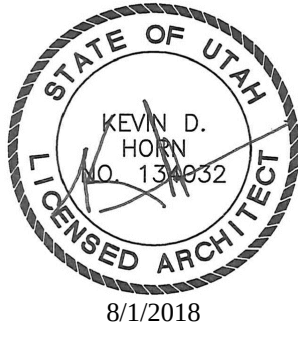
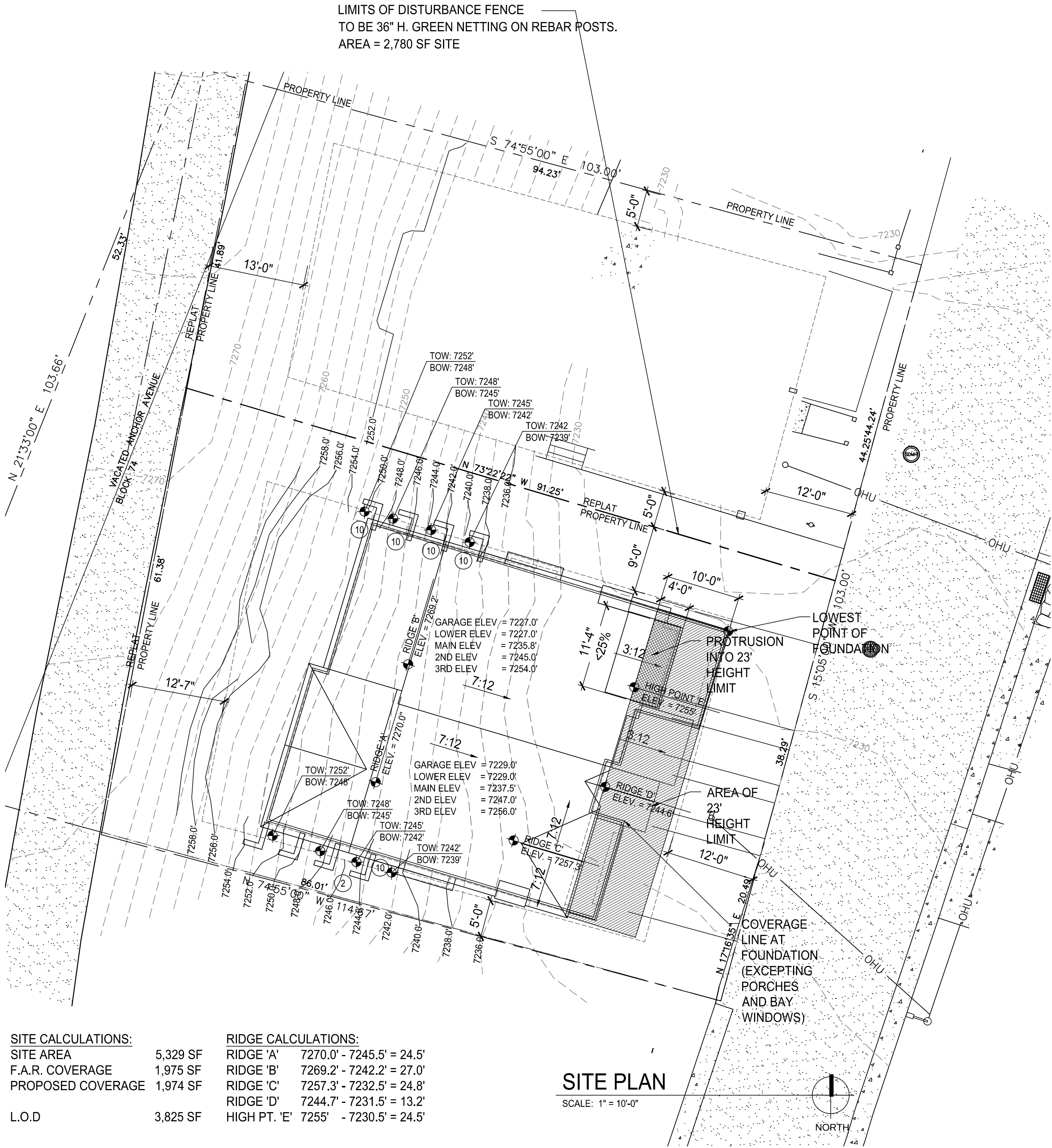
I, Martin A. Morrison, do hereby certify that I am a registered land surveyor and that I hold certification no. 4938739 as prescribed under the laws of the State of Utah. I further certify that a topographic survey has been made under my direction of the lands shown and described hereon. I further certify that this topographic survey is a correct representation of the land surveyed at the time the field work was completed and is in compliance with generally accepted industry standards for accuracy.

NOTES

1. Site Benchmark: Sanitary sewer manhole lid
Elevation=7229.18'
2. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
3. This topographic map is based on a field survey performed on December 1, 2015.
4. Property corners were found.
5. Snow coverage at the time of the survey was approximately 6". As a result, actual elevations may vary from elevations shown on this survey. In addition, monuments, improvements and/or conditions may exist which are not shown on this survey.



 (435) 649-9467 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	STAFF: MARSHALL KING MARTY MORRISON STEVE CONANT JESSE MORENO DATE: 12/10/15	EXISTING CONDITIONS & TOPOGRAPHIC MAP 180 DALY AVENUE BLOCK 74, PARK CITY SURVEY FOR: WASATCH ENGINEERING CONTRACTORS JOB NO.: 11-11-15 FILE: X:\ParkCitySurvey\dwg\srvt\topo2015\111115.dwg	SHEET 1 OF 1
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DAVE BAGLINO
ADDRESS
CITY, STATE

HORN PARTNERS
ARCHITECTURE

P.O. BOX 386 BOUNTIFUL, UT 84011-386
P.H.N. 801.933.4676 or 801.295.4676
FAX 801.299.1111 www.hornandpartners.com

DALY AVE. DUPLEX RESIDENCE
182 DALY AVE. (GARAGE)
PARK CITY, UT

DRAWING DATE:	JOB NO.
DATE 9/18/18	-
DRAWN BY:	FILE NO.
CHECKED BY:	1512-A100

SITE
CALCULATIONS

A1.00

SITE NOTES:

- 1
- EXISTING TREES TO REMAIN
- 2
- RESTORE NATURAL VEGETATION
- 3
- NEW MULCH AREA
- 4
-
- 5
- L.O.D. SEE DETAIL FOR ERROSION CONTROL
- 6
- CONSTR. ACCESS & PARKING
- 7
- CONC. WALK
- 8
- DUMPSTER
- 9
- PORTABLE TOILET W/ SCREENING
- 10
- CONC. RETAINING WALL

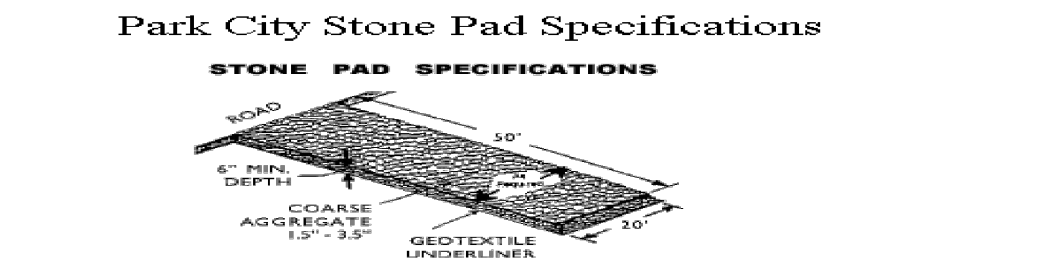
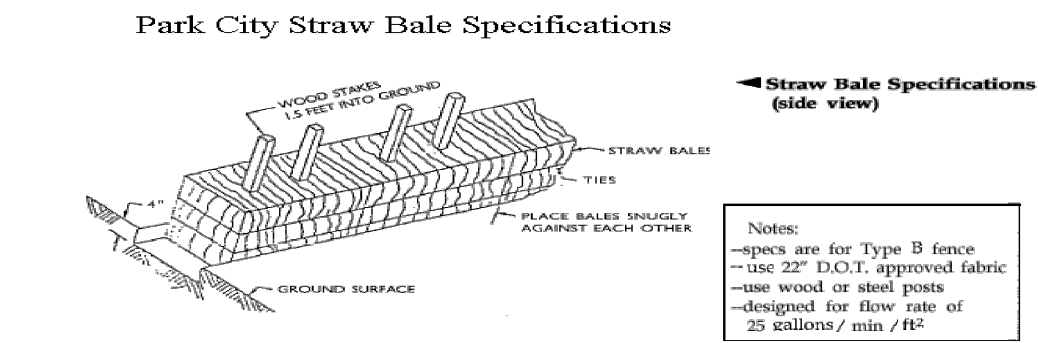
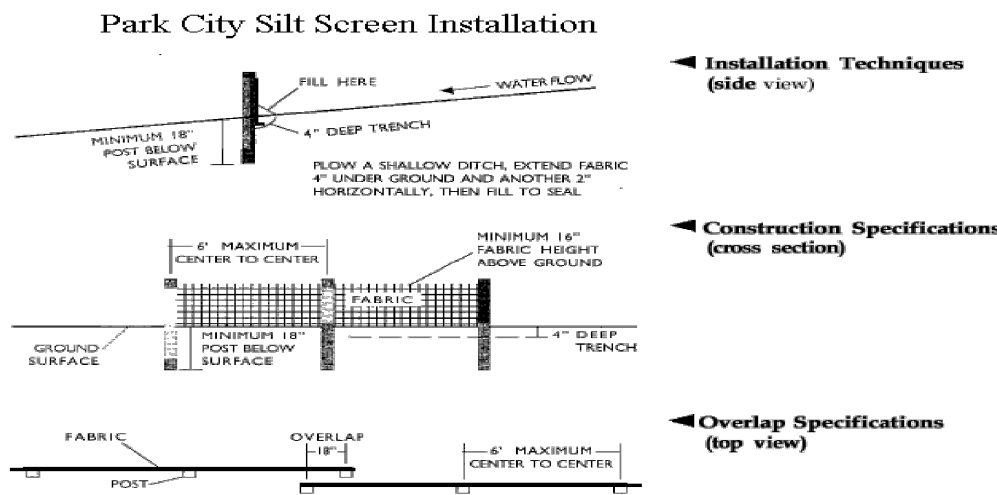
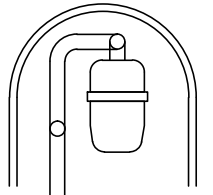
NOTE:

GENERAL CONTRACTOR IS TO ARRANGE A MEETING WITH THE PLAN CHECKER, THE GENERAL CONTRACTOR AND EXCAVATOR FOR THIS PROJECT PRIOR TO ANY PERMITS BEING ISSUED

NOTE:

APPLICATION TO WORK IN A PUBLIC RIGHT-OF-WAY IS REQUIRED PRIOR TO DRIVEWAY CURB CUT AND APRON CONSTRUCTION.

QUESTAR GAS
STANDARD
GAS METER
PROTECTION



PROVIDE NEW 5/8" WATER SERVICE

3 EROSION CONTROL

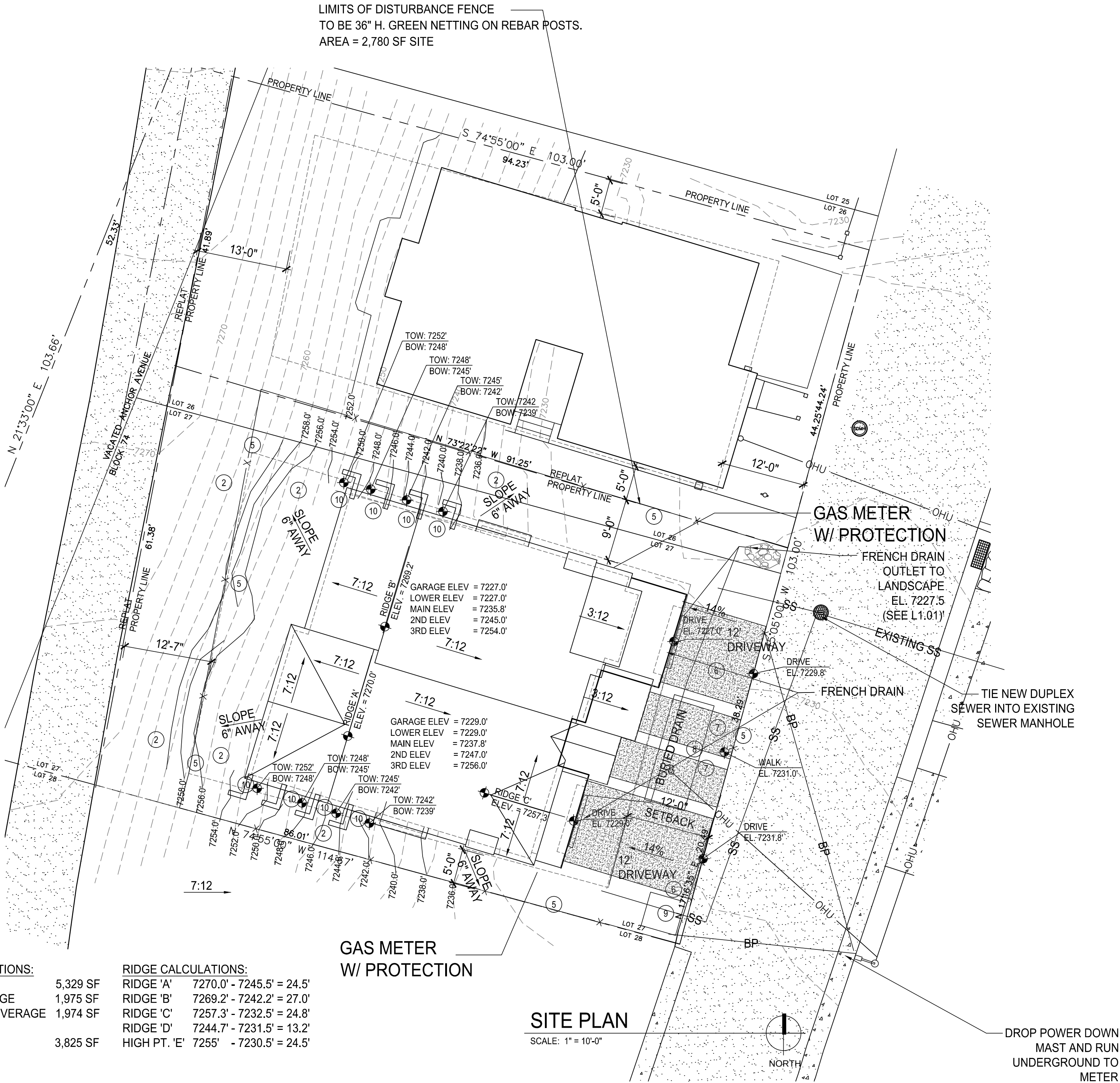
A1.01 NO SCALE

SITE CALCULATIONS:

SITE AREA 5,329 SF
F.A.R. COVERAGE 1,975 SF
PROPOSED COVERAGE 1,974 SF
L.O.D. 3,825 SF

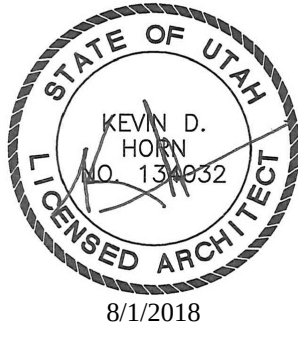
RIDGE CALCULATIONS:

RIDGE 'A' 7270.0' - 7245.5' = 24.5'
RIDGE 'B' 7269.2' - 7242.2' = 27.0'
RIDGE 'C' 7257.3' - 7232.5' = 24.8'
RIDGE 'D' 7244.7' - 7231.5' = 13.2'
HIGH PT. 'E' 7255' - 7230.5' = 24.5'



SITE PLAN

SCALE: 1" = 10'-0"



DAVE BAGLINO
ADDRESS
CITY, STATE

HORN PARTNERS
ARCHITECTURE

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FAX 801.299.1111 www.hornandpartners.com

P DALY AVE. DUPLEX RESIDENCE
182 DALY AVE. (GARAGE)
PARK CITY, UT

DRAWING DATE:	JOB NO.
DATE 9/18/18	
DRAWN BY:	FILE NO.
CHECKED BY:	1512-A101

SITE PLANS

A1.01



210 DALY AVE.

200 DALY AVE.

180 DALY AVE.
STREET SCAPE

172 DALY AVE.

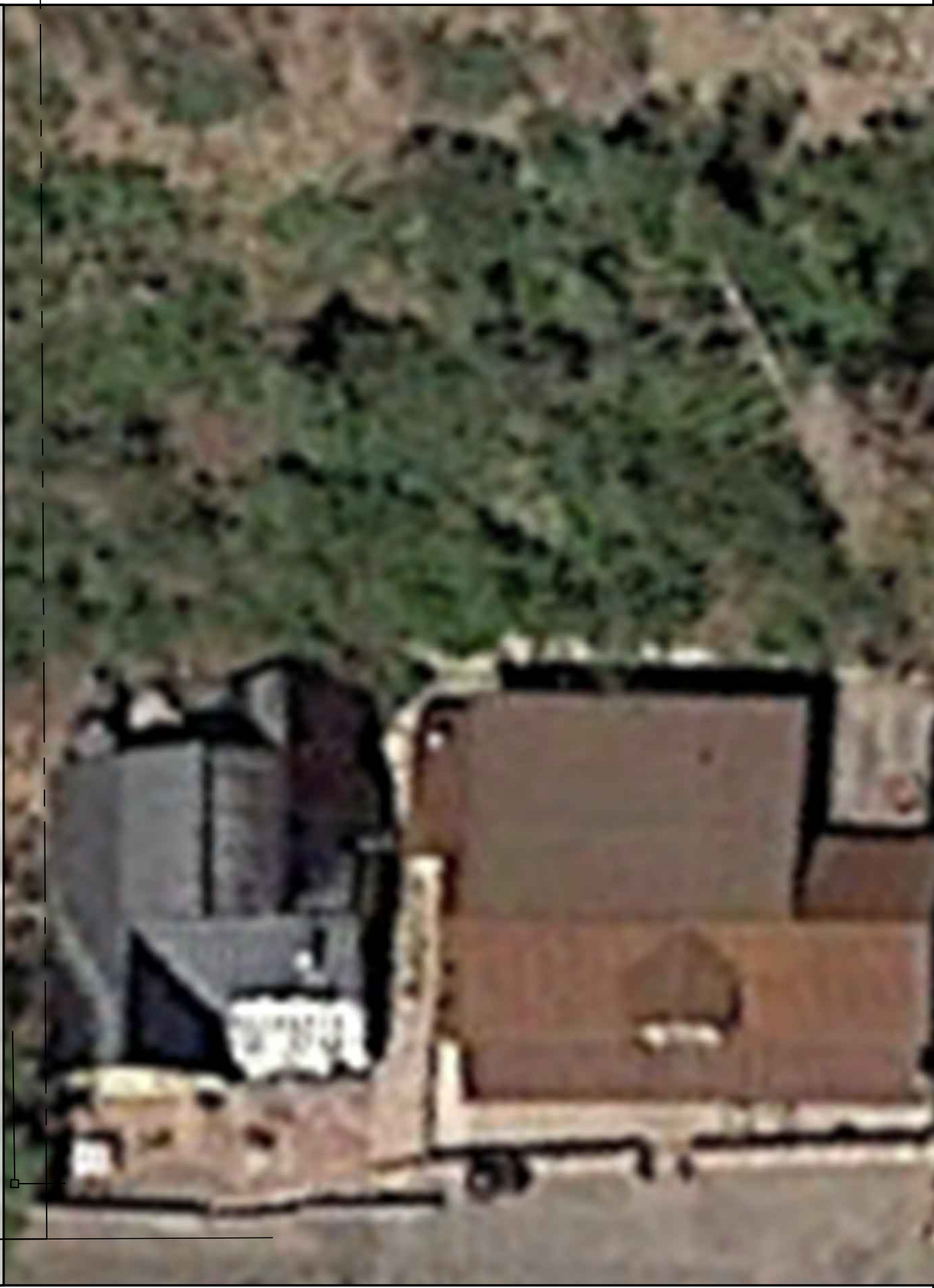
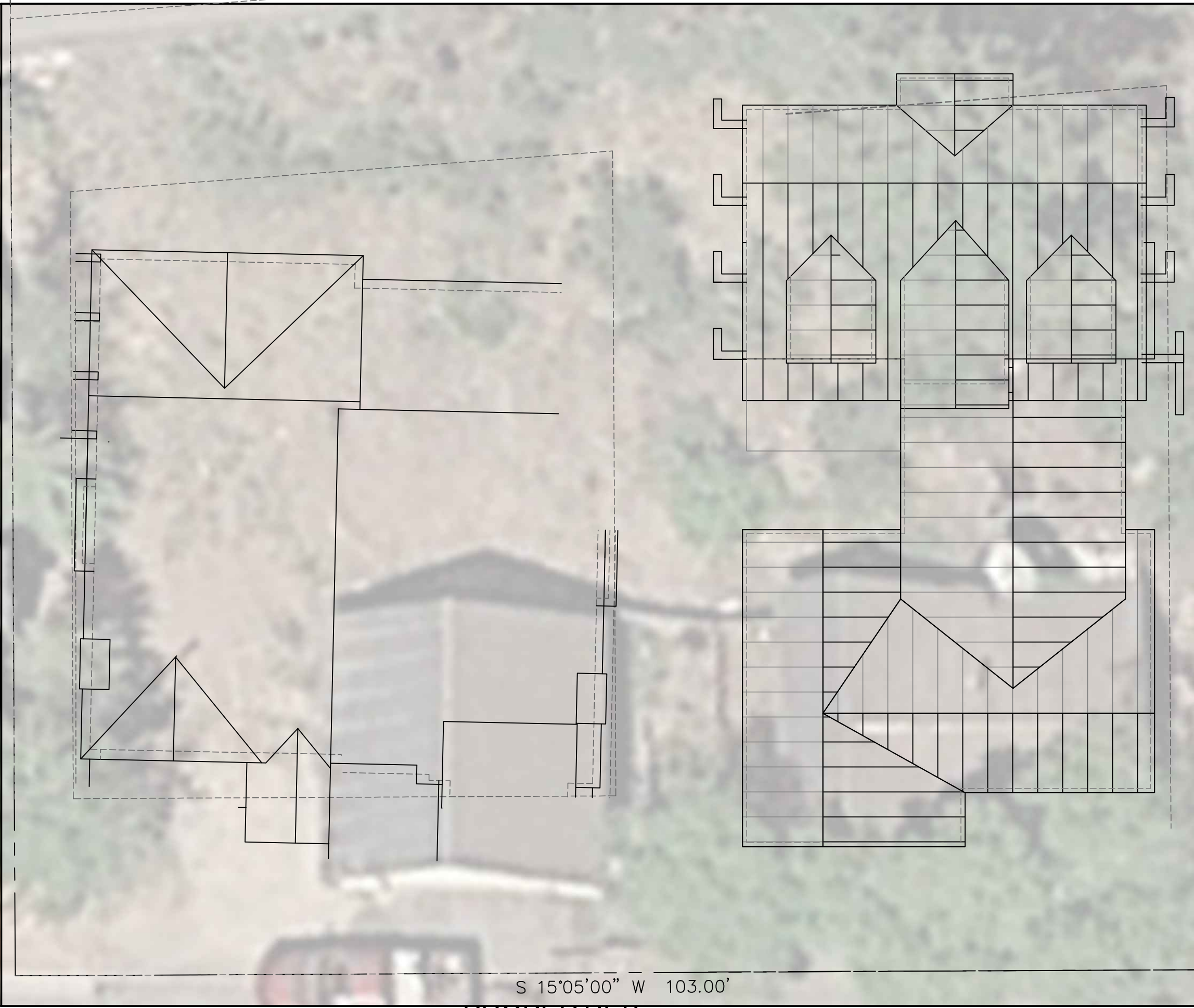
166 DALY AVE.

NO SCALE
N 21°33'00" E 103.66'

51.33'

52.33'

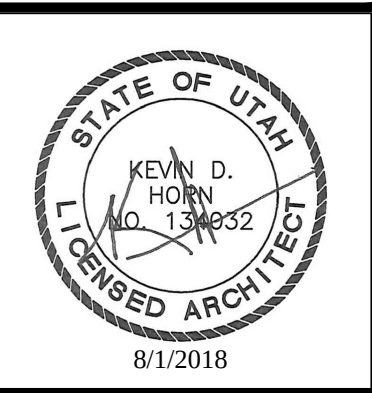
VACATED ANCHOR AVENUE
BLOCK 74



S 15°05'00" W 103.00'

PROPERTIES

NO SCALE



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ADDRESS
CITY, STATE

OWNER

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R 182 DALY AVE. (GARAGE)
O PARK CITY, UT
J

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DATE 9/18/18	-
DRAWN BY:	FILE NO.
CHECKED BY:	1512-4102

STREET
SCAPE

A1.02



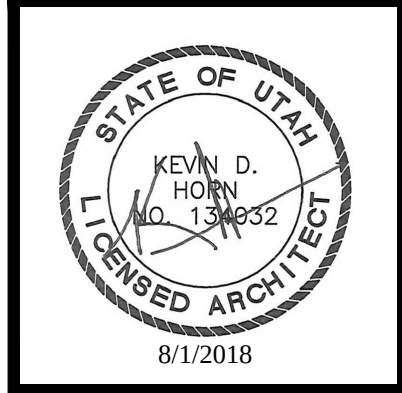
STREET VIEW



NORTHEAST STREET VIEW



SOUTHEAST STREET VIEW



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OWNER
ADDRESS
CITY, STATE

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182 DALY AVE. (GARAGE)
PARK CITY, UT

DRAWING DATE:	JOB NO.
DATE 9/18/18	-
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VIEWS
A1.03

Landscape Notes

All lawn areas shall receive a 4 inch depth of topsoil, all shrub planting areas a 12 inch depth of topsoil. Topsoil material is not available at the site and must be imported from an approved local source. All topsoil to be used shall be of a sandy loam consistency.

All plant material holes shall be dug twice the diameter of the rootball and 6 inches deeper.

Excavated material shall be removed from the site.

Plant backfill mixture shall be composed of 3 parts topsoil to 1 part humus additive, and shall be rotary mixed on-site prior to installation.

Upon completion of planting operations, all shrub and tree wells shall receive a 3 inch depth of appropriate mulch cover. All perennial areas (if any) shall receive a 3 inch depth of fine ground bark ("Soil Pep") tilled into the top 6 inches of topsoil.

All lawn and shrub areas shall be separated with pvc border, to be installed per manufacturer's recommendations.

All landscape boulders shall be of similar color to any exterior building stone, etc. that may be used in the construction.

The project shall be swept clean of dirt and debris prior to completion of the project.

The landscape contractor shall be responsible for maintaining the entire project for a period through the second mowing of the lawn, or 30 days, whichever is greater.

The contractor shall comply with all warranties and guarantees set forth by the Owner, and in no case shall that period be less than one year following the date of completion and acceptance.

The contractor shall line all planting areas with weed barrier fabric, and bark.

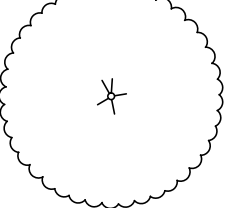
Irrigation Notes

1. Provide a complete underground irrigation system including all back flow preventers piping, automated control valves, controls, sprinkler heads, and control wiring for a complete system as required to support plantings.

2. Provide the following key noted irrigation systems on the cycle indicated (1 thru 12)

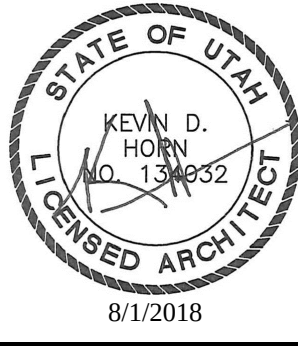
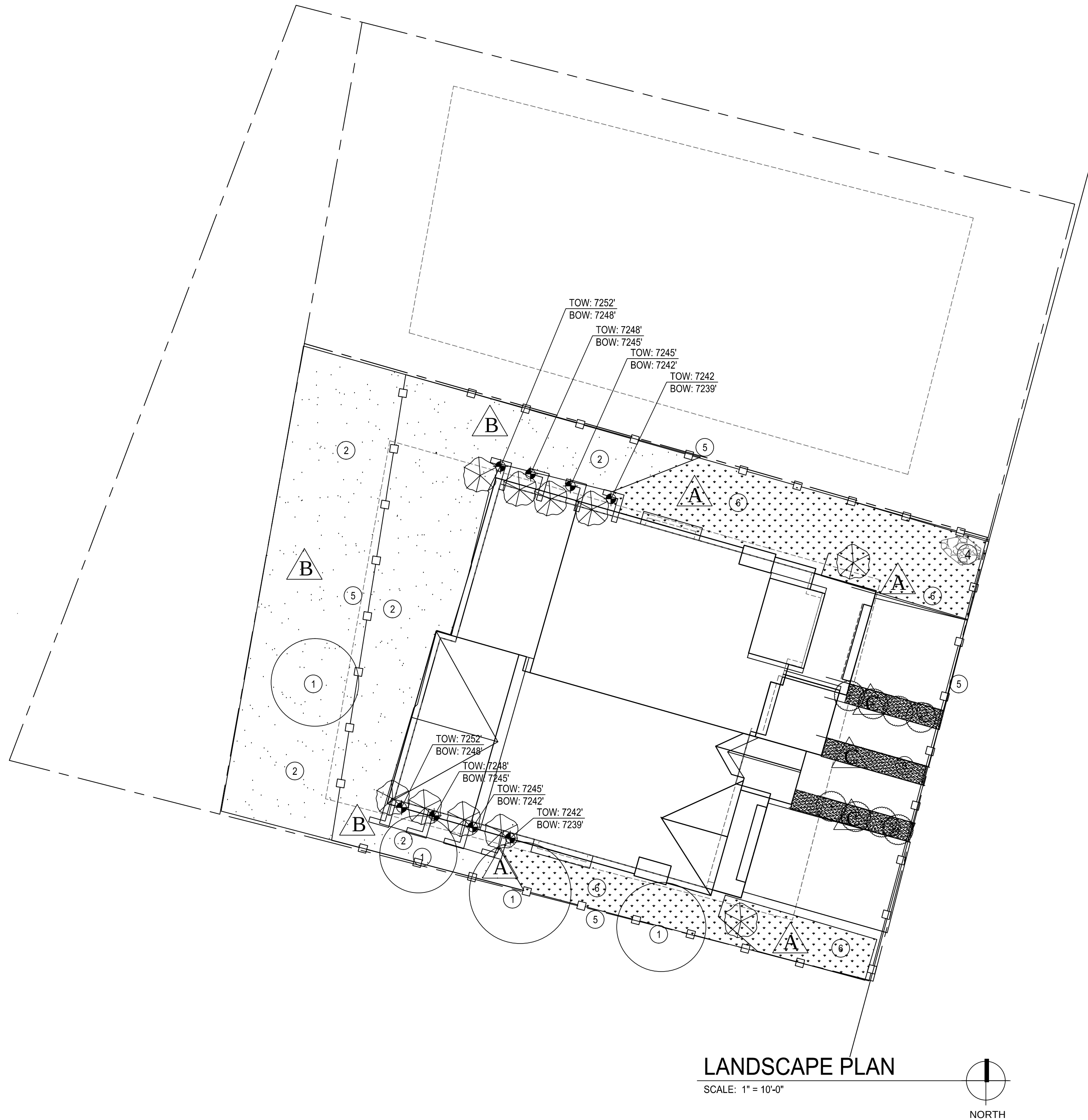
- A** Area pop-up spray heads for turf.
- B** Area tall spray heads for shrubs.
- C** Drip system.

LANDSCAPE LEGEND

-  NEW DWARF MUGO PINE SHRUB (7) 2 GAL.
-  EUONIMUS SHRUB (49) 5 GAL.
-  EXISTING TREE
-  SHREADED MULCH
-  TURF - KENTUCKY BLUE GRASS MIX SOD
-  REVEG. - RED FESCUE AND BLUEBUNCH WHEATGRASS

SITE NOTES:

- ① EXISTING TREES TO REMAIN
- ② RESEED NATRUAL GRASSES: RED FESCUE (*Festuca rubra*) AND BLUEBUNCH WHEATGRASS (*Pseudoroegneria spicata*)
- ③ NEW PERENNIAL PLANTING AREA W/ EDGING
- ④ ROCK LANDSCAPE FEATURE AT FRENCH DRAIN OUTLET
- ⑤ L.O.D. SEE DETAIL FOR ERROSION CONTROL
- ⑥ NEW LAWN - KENTUCKY BLUEGRASS MIX



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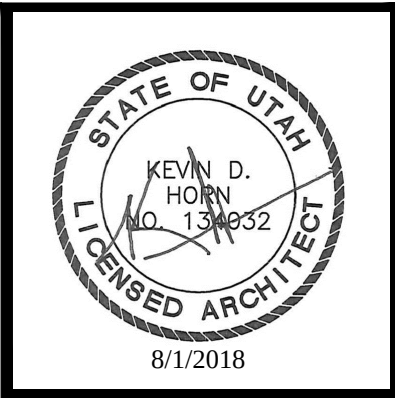
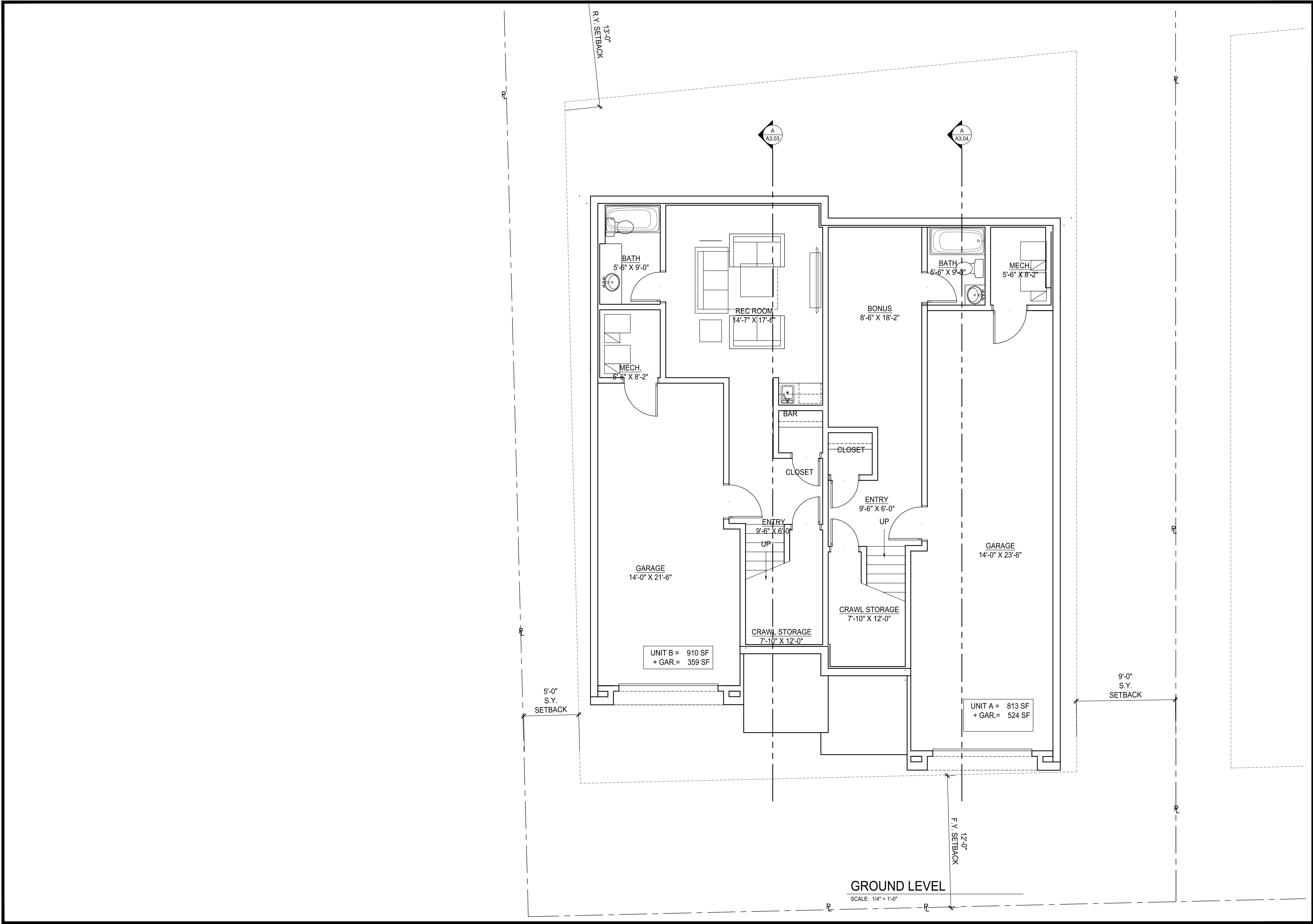
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LANDSCAPE
PLAN

L1.01



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CITY, STATE

OWNER

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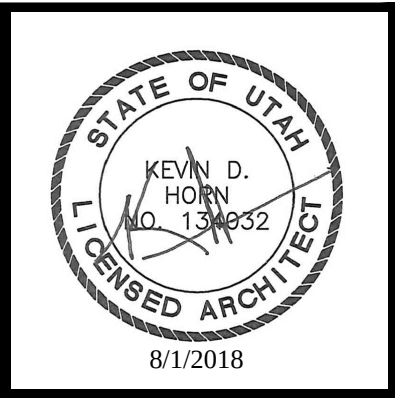
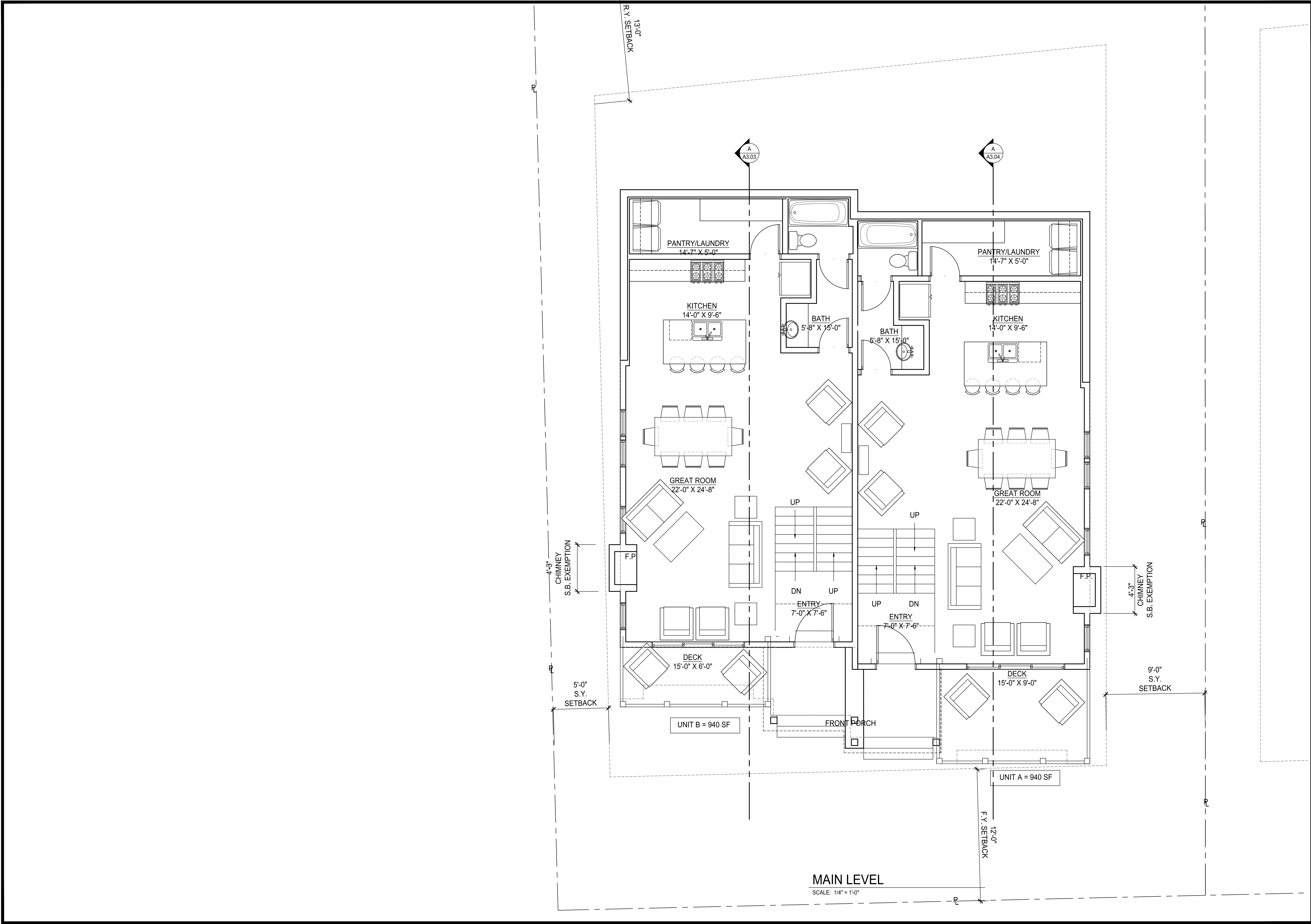
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GROUND
LEVEL
PLANS
A2.00



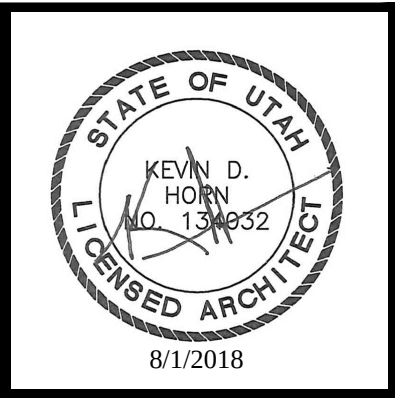
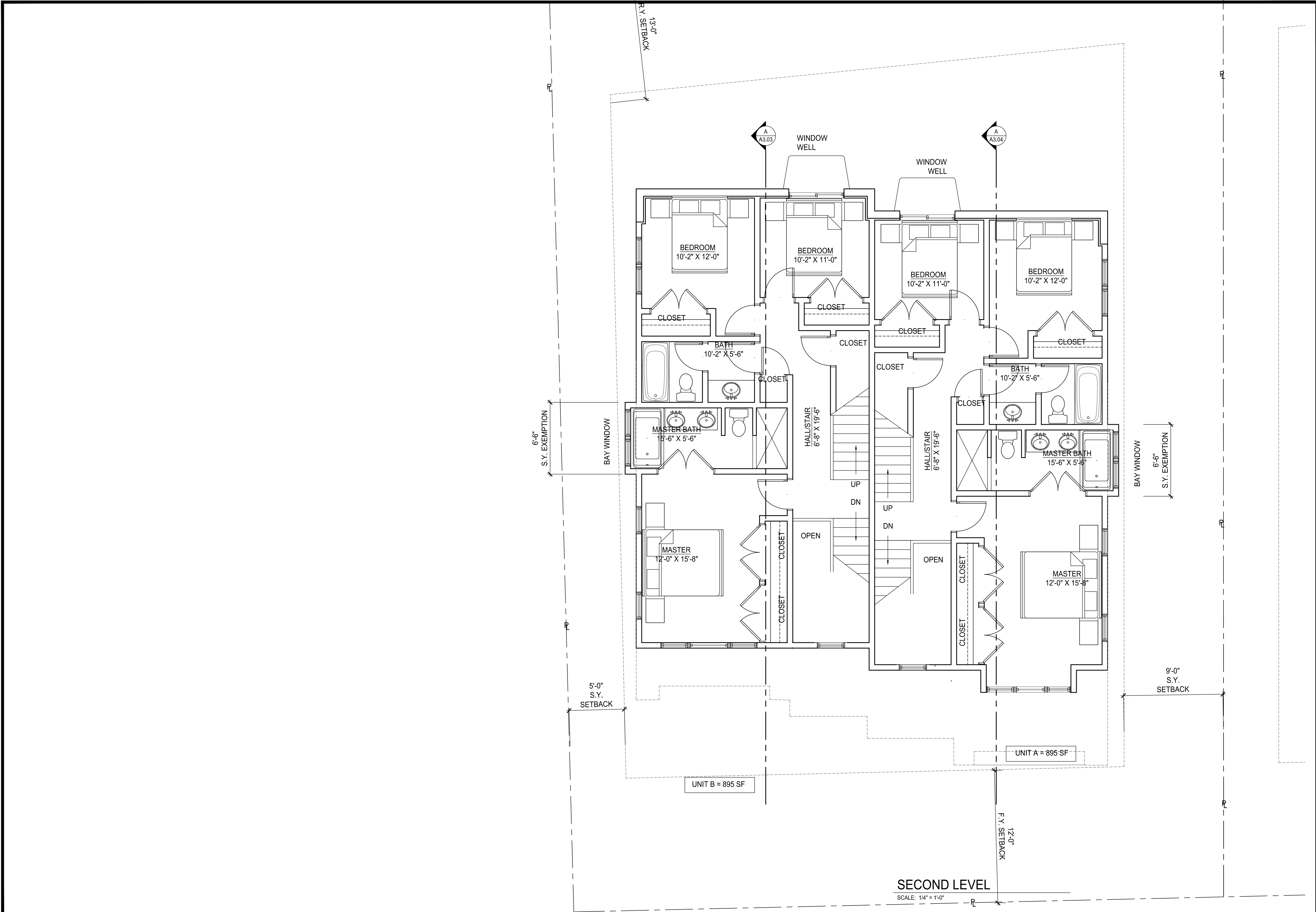
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MAIN LEVEL
PLANS
A2.01



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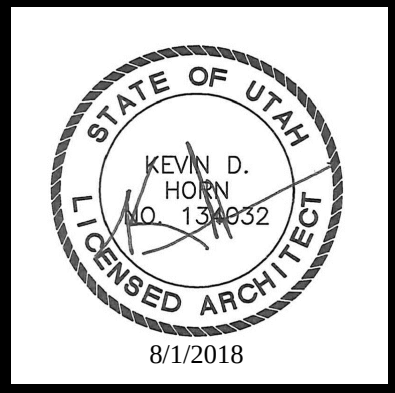
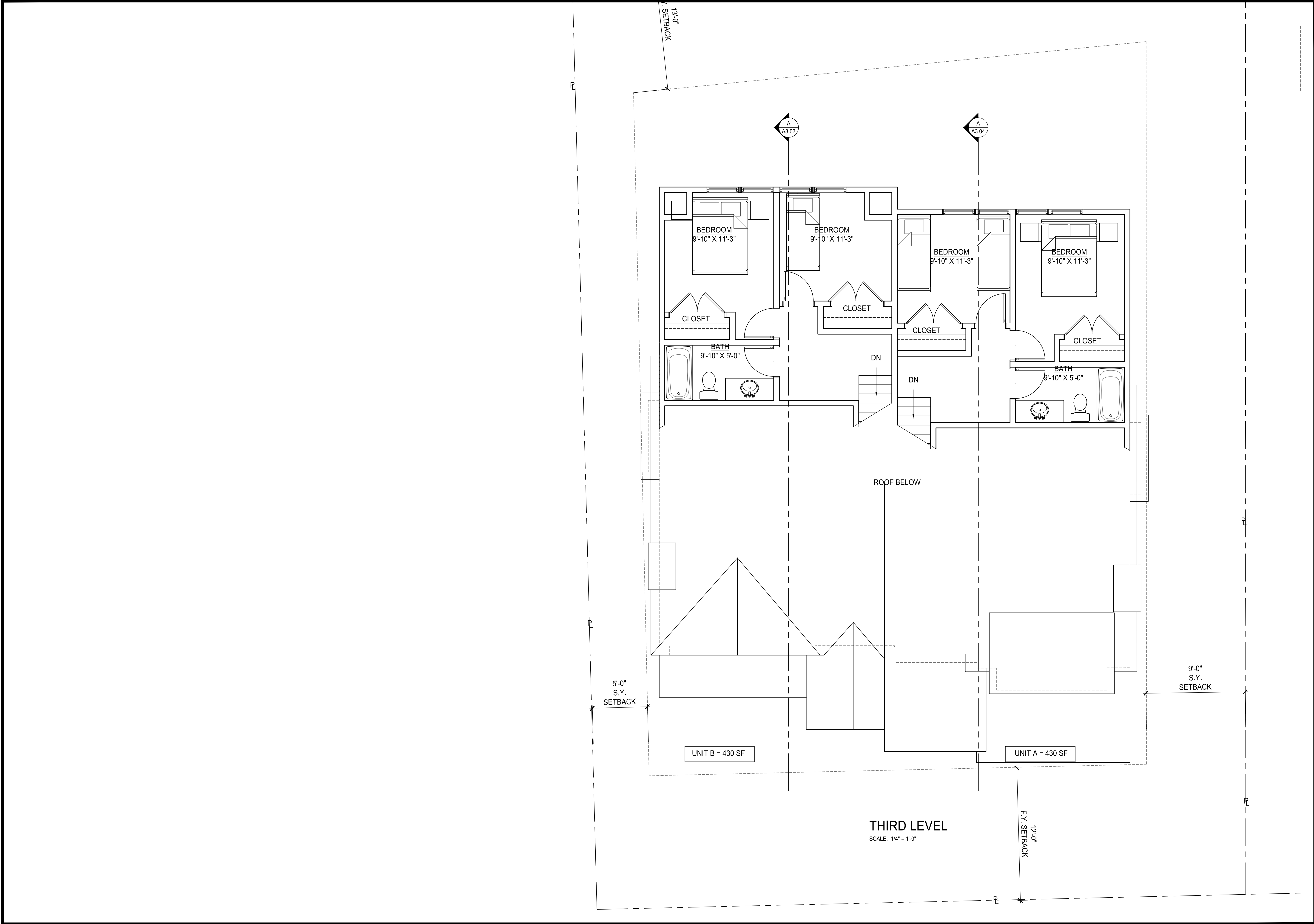
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	9/18/18	1512-A202

2ND LEVEL
PLANS

A2.02



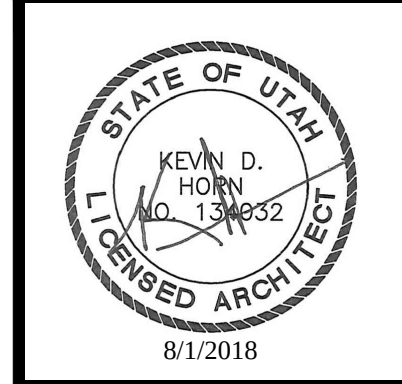
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	-	
	FILE NO.	
	1512-A203	
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3 RD LEVEL
PLANS
A2.03



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PARK CITY, UT

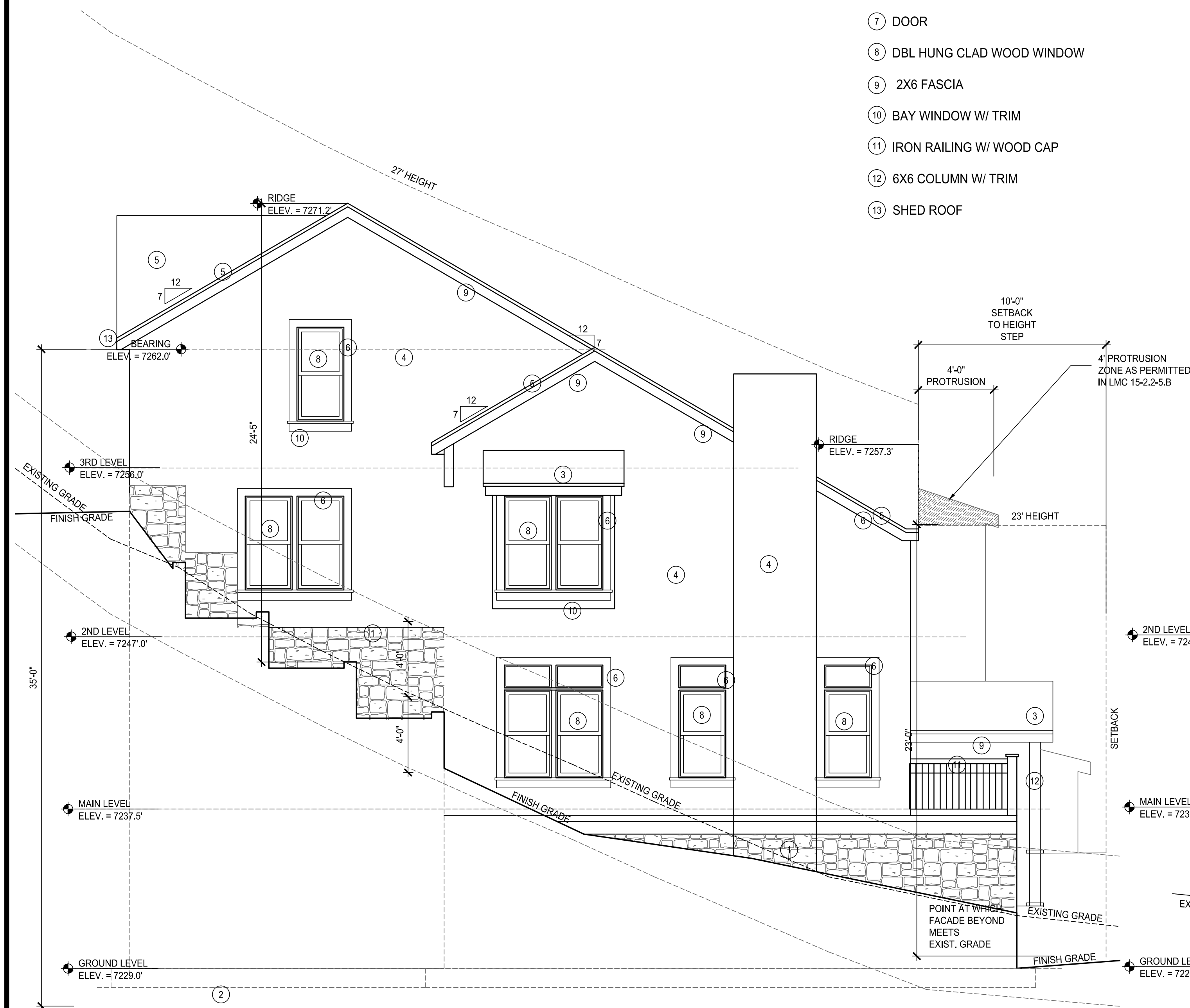
DRAWING DATE:	JOB NO.
DATE 9/18/18	
DRAWN BY:	FILE NO.
CHECKED BY:	1512-A301

EXTERIOR
ELEVATIONS

A3.01

EXTERIOR FINISHES:

- ① STONE VENEER
- ② CONC. FOUNDATION
- ③ STANDING SEAM ROOF
- ④ VERTICAL BOARD & BATTEN
- ⑤ ASPHALT SHINGLE ROOF
- ⑥ 1X6 TRIM
- ⑦ DOOR
- ⑧ DBL HUNG CLAD WOOD WINDOW
- ⑨ 2X6 FASCIA
- ⑩ BAY WINDOW W/ TRIM
- ⑪ IRON RAILING W/ WOOD CAP
- ⑫ 6X6 COLUMN W/ TRIM
- ⑬ SHED ROOF



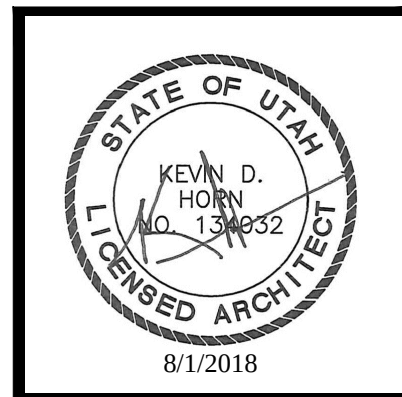
SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



EAST ELEVATION

SCALE: 1/4" = 1'-0"



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R 182 DALY AVE. (GARAGE)
J PARK CITY, UT

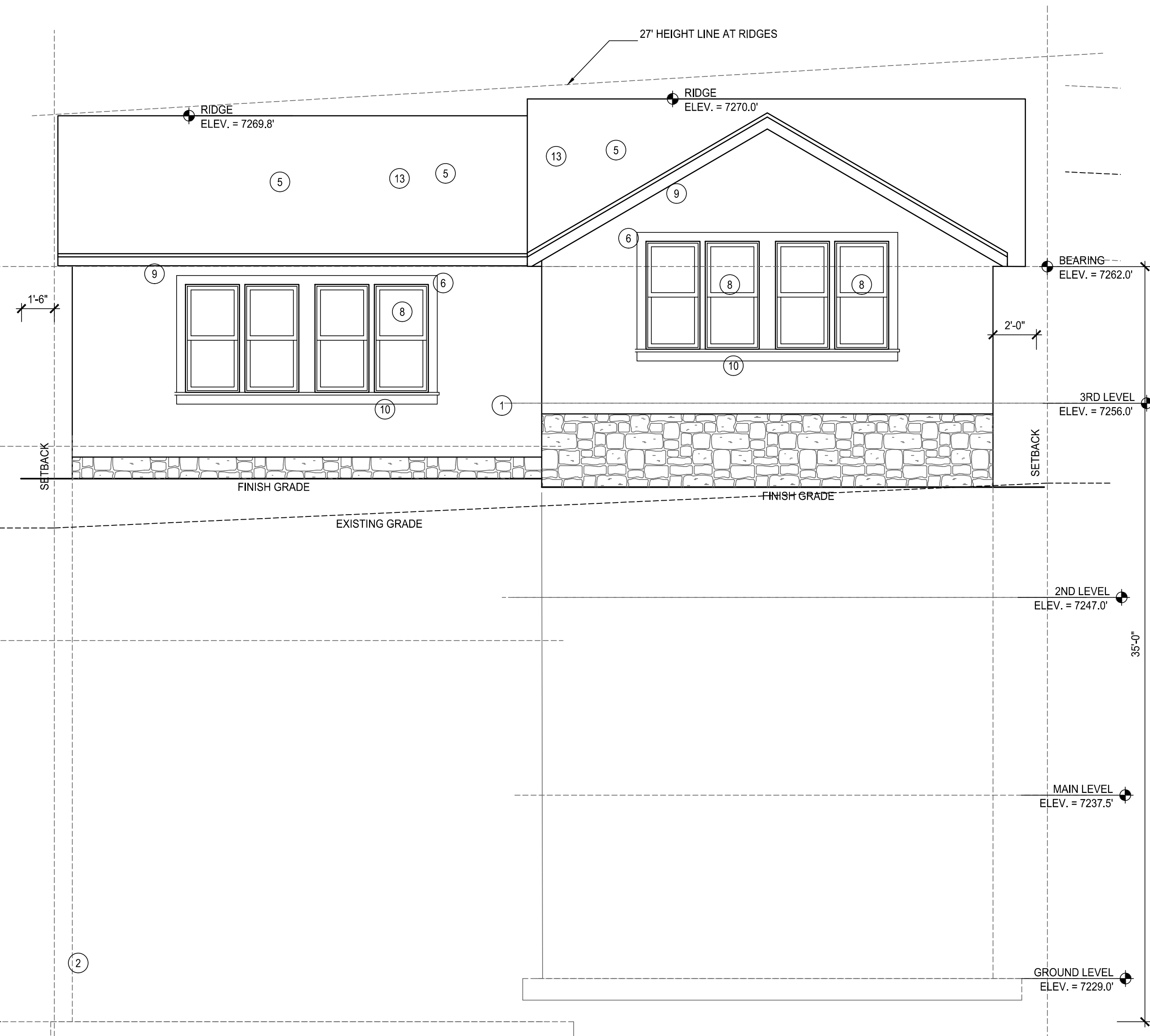
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DATE 9/18/18	
DRAWN BY:	FILE NO.
CHECKED BY:	1512-A302

EXTERIOR
ELEVATIONS
A3.02

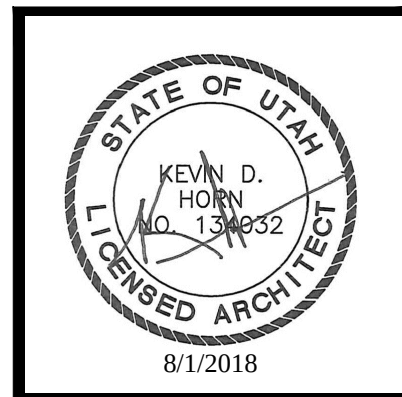
- EXTERIOR FINISHES:
- 1 STONE VENEER
 - 2 CONC. FOUNDATION
 - 3 FILL
 - 4 VERTICAL BOARD & BATTEN
 - 5 ASPHALT SHINGLE ROOF
 - 6 1X6 TRIM
 - 7 DOOR
 - 8 DBL HUNG CLAD WOOD WINDOW
 - 9 2X6 FASCIA
 - 10 BAY WINDOW W/ TRIM
 - 11 IRON RAILING W/ WOOD CAP
 - 12 6X6 COLUMN W/ TRIM
 - 13 SHED ROOF



WEST ELEVATION
SCALE: 1/4" = 1'-0"



WEST ELEVATION
SCALE: 1/4" = 1'-0"



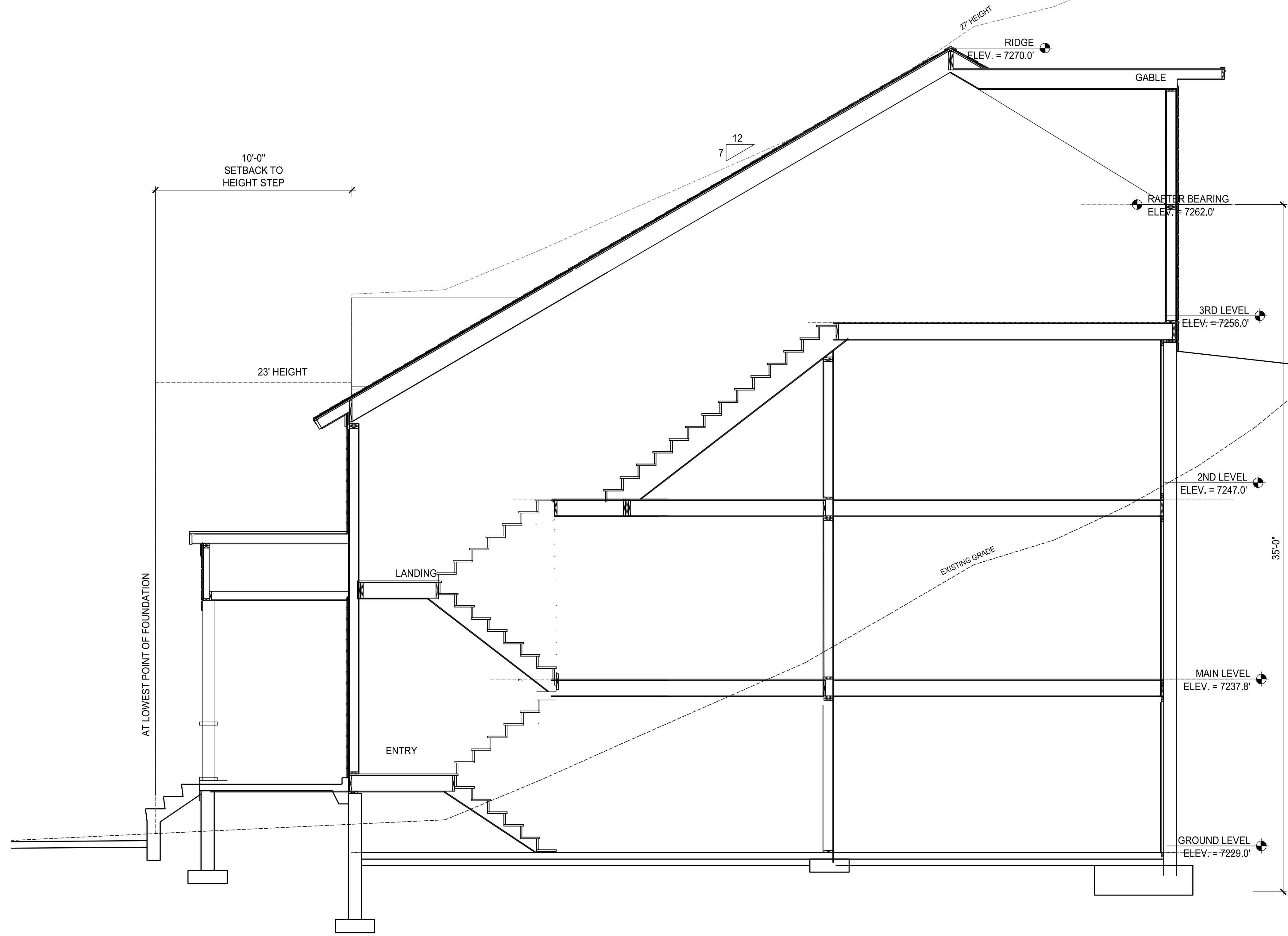
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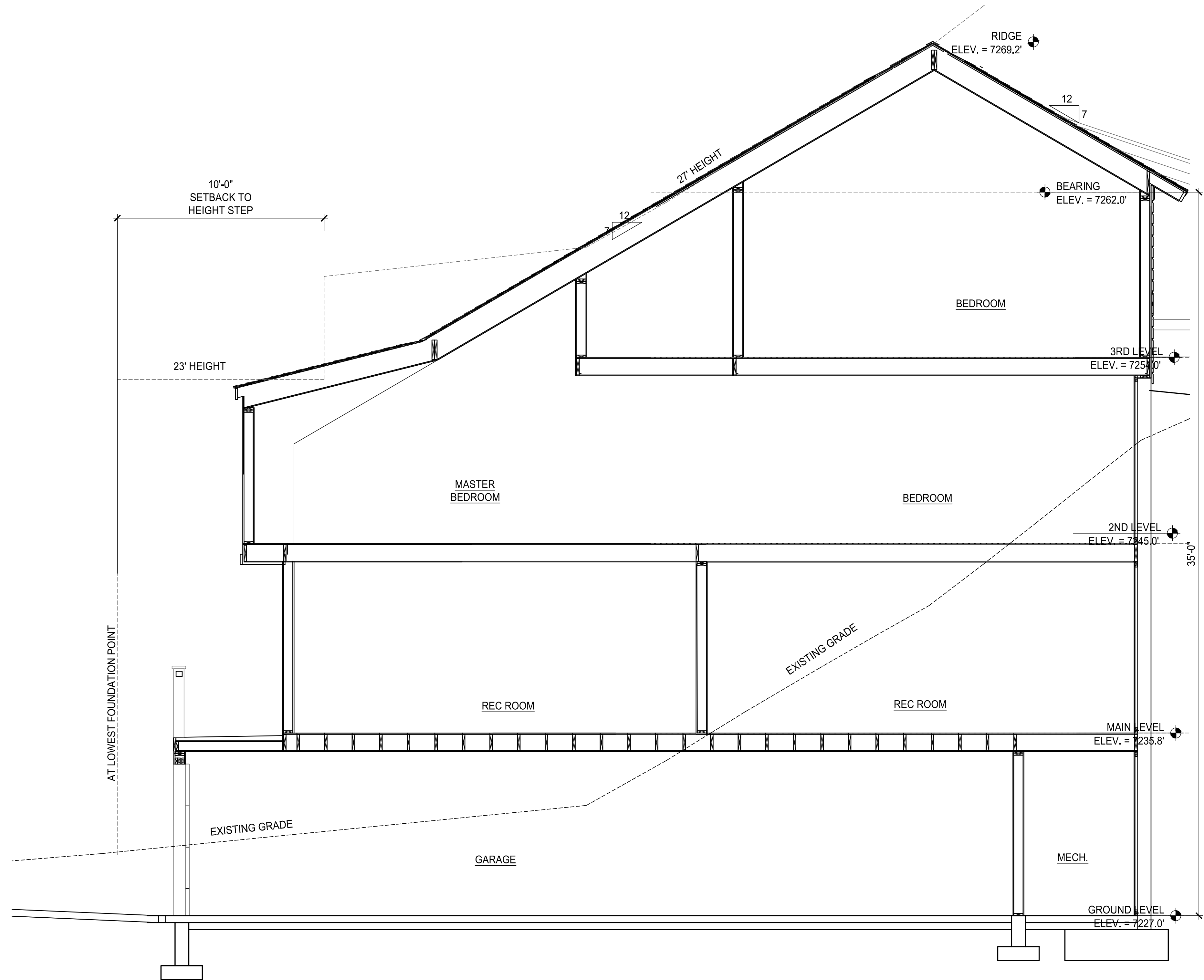
PROJECT DALY AVE. DUPLEX RESIDENCE 182 DALY AVE. (GARAGE) PARK CITY, UT	JOB NO.	
	-	
	FILE NO.	
	1512-A303	
DRAWING DATE:	DATE	DRAWN BY:
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CHECKED BY:		

BUILDING ELEVATIONS

A3.03

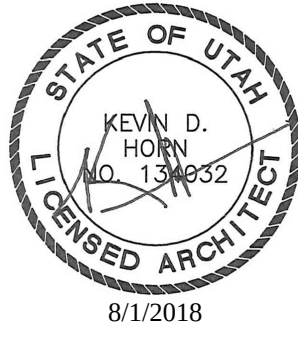


BUILDING SECTION
SCALE: 3/16" = 1'-0"



BUILDING SECTION

SCALE: 3/16" = 1'-0"



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CITY, STATE

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PARK CITY, UT

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DATE 9/18/18	-
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CHECKED BY:	1512-A304

BUILDING
SECTIONS

A3.04

SITE NOTES:

- EXISTING TREES TO REMAIN
- RESTORE NATURAL VEGETATION
- NEW MULCH AREA
- NEW 2" WATER LATERAL W/ 1.5" METER
- L.O.D. SEE DETAIL FOR ERROSION CONTROL
- CONSTR. ACCESS & PARKING
- CONC. WALK
- DUMPSTER
- PORTABLE TOILET W/ SCREENING
- CONC. RETAINING WALL

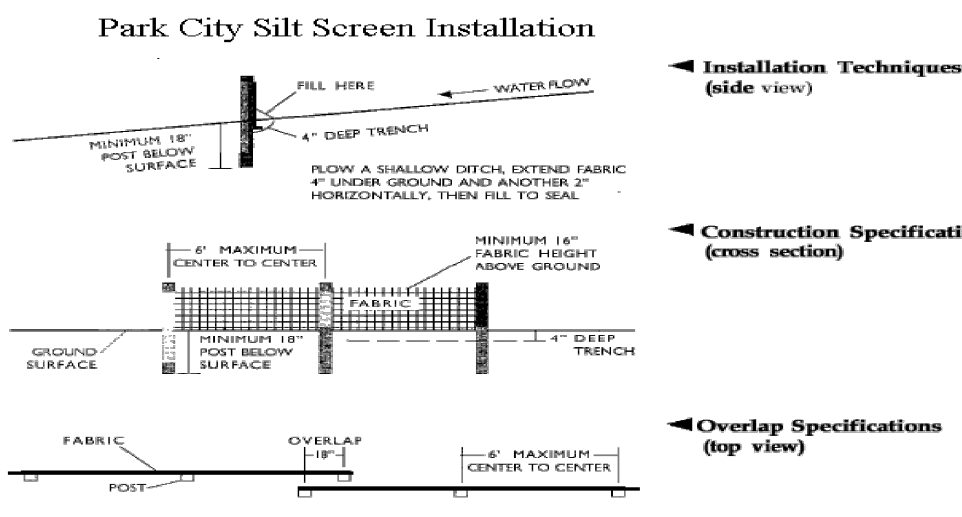
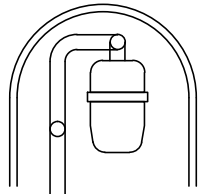
NOTE:

GENERAL CONTRACTOR IS TO ARRANGE A MEETING WITH THE PLAN CHECKER, THE GENERAL CONTRACTOR AND EXCAVATOR FOR THIS PROJECT PRIOR TO ANY PERMITS BEING ISSUED

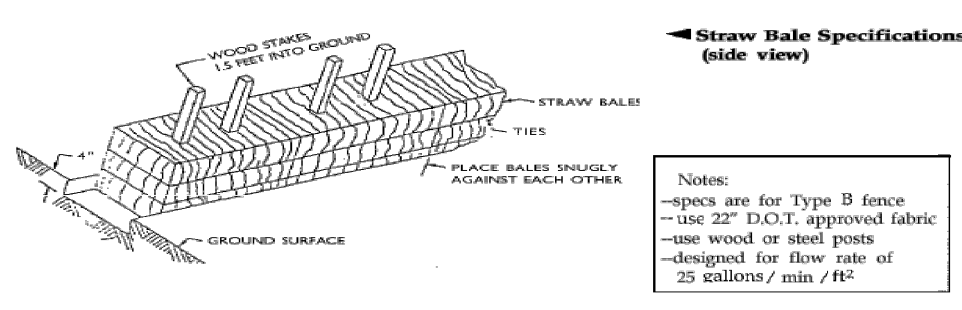
NOTE:

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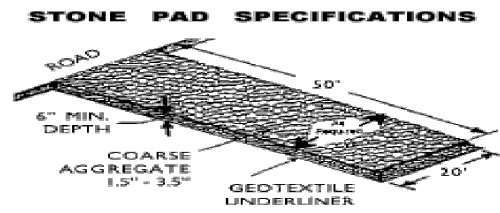
QUESTAR GAS
STANDARD
GAS METER
PROTECTION



Park City Straw Bale Specifications



Park City Stone Pad Specifications



PROVIDE NEW 5/8 " WATER SERVICE

EROSION CONTROL

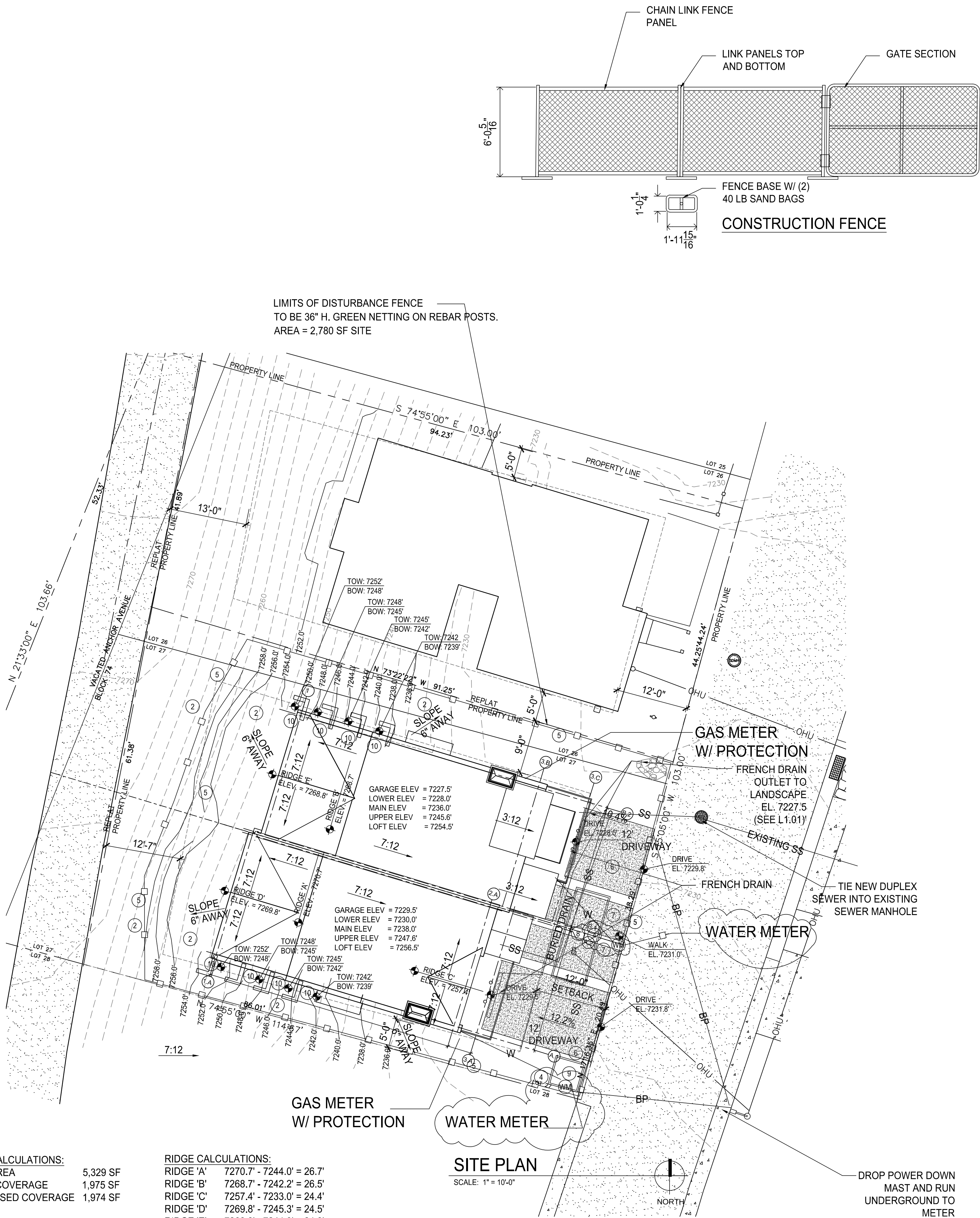
3
A1.01
NO SCALE

SITE CALCULATIONS:

SITE AREA 5,329 SF
F.A.R. COVERAGE 1,975 SF
PROPOSED COVERAGE 1,974 SF
L.O.D 3,825 SF

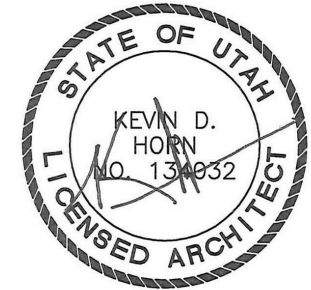
RIDGE CALCULATIONS:

RIDGE 'A' 7270.7' - 7244.0' = 26.7'
RIDGE 'B' 7268.7' - 7242.2' = 26.5'
RIDGE 'C' 7257.4' - 7233.0' = 24.4'
RIDGE 'D' 7269.8' - 7245.3' = 24.5'
RIDGE 'E' 7268.8' - 7244.0' = 24.8'



SITE PLAN

SCALE: 1" = 10'-0"



OCT. 28, 2019

DAVE BAGLINO
PO Box 684206
Park City UT 8468

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Bountiful, UT 84011
phone: 801.232.9333

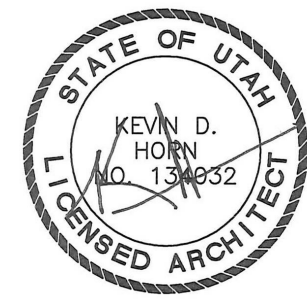
182 DALY TWIN HOME
182 DALY AVE.
PARK CITY UT

Date	
Description	
No.	
Project number	1512
Date	10-28-2019

SITE PLAN

S1.01

Scale



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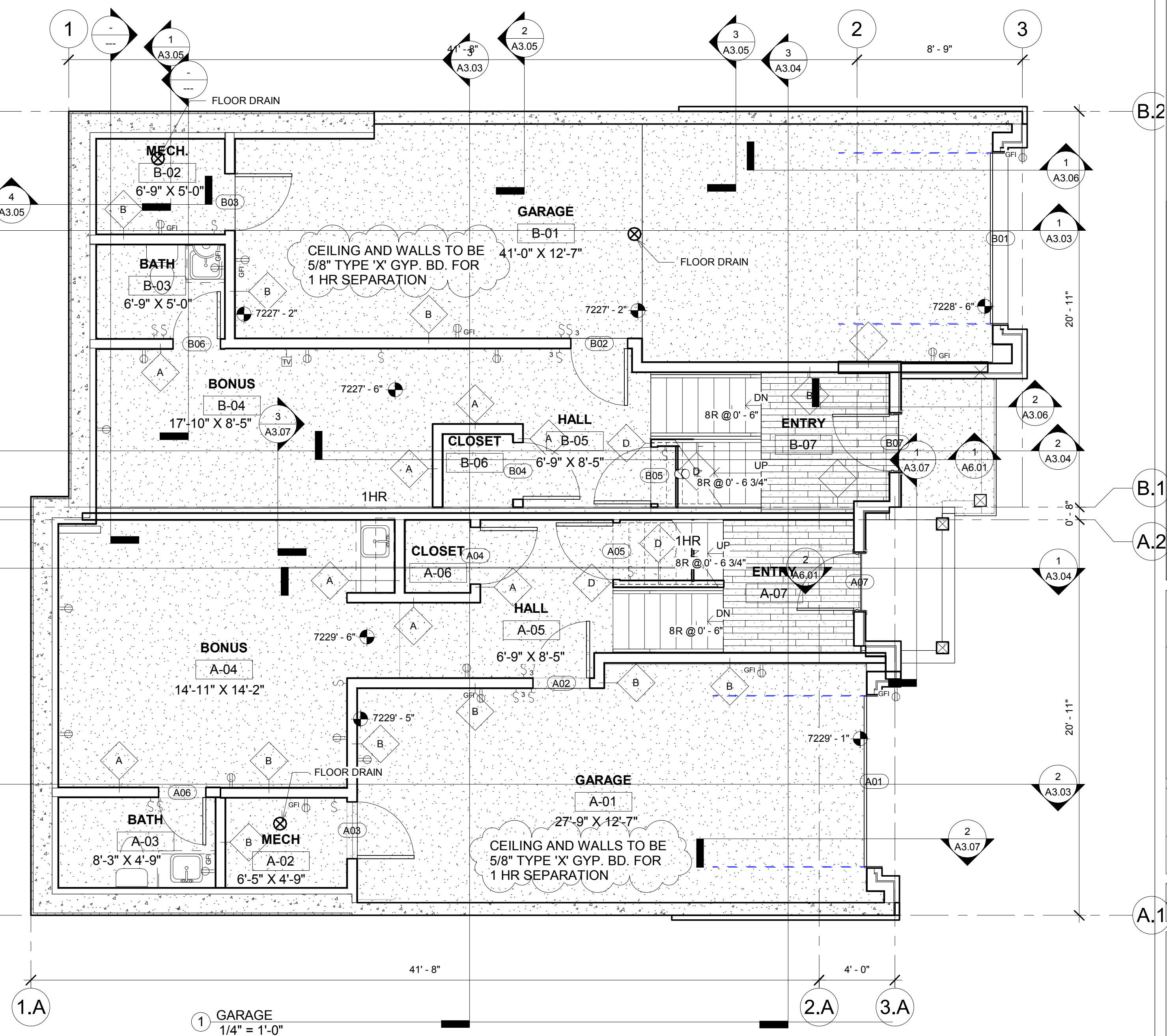
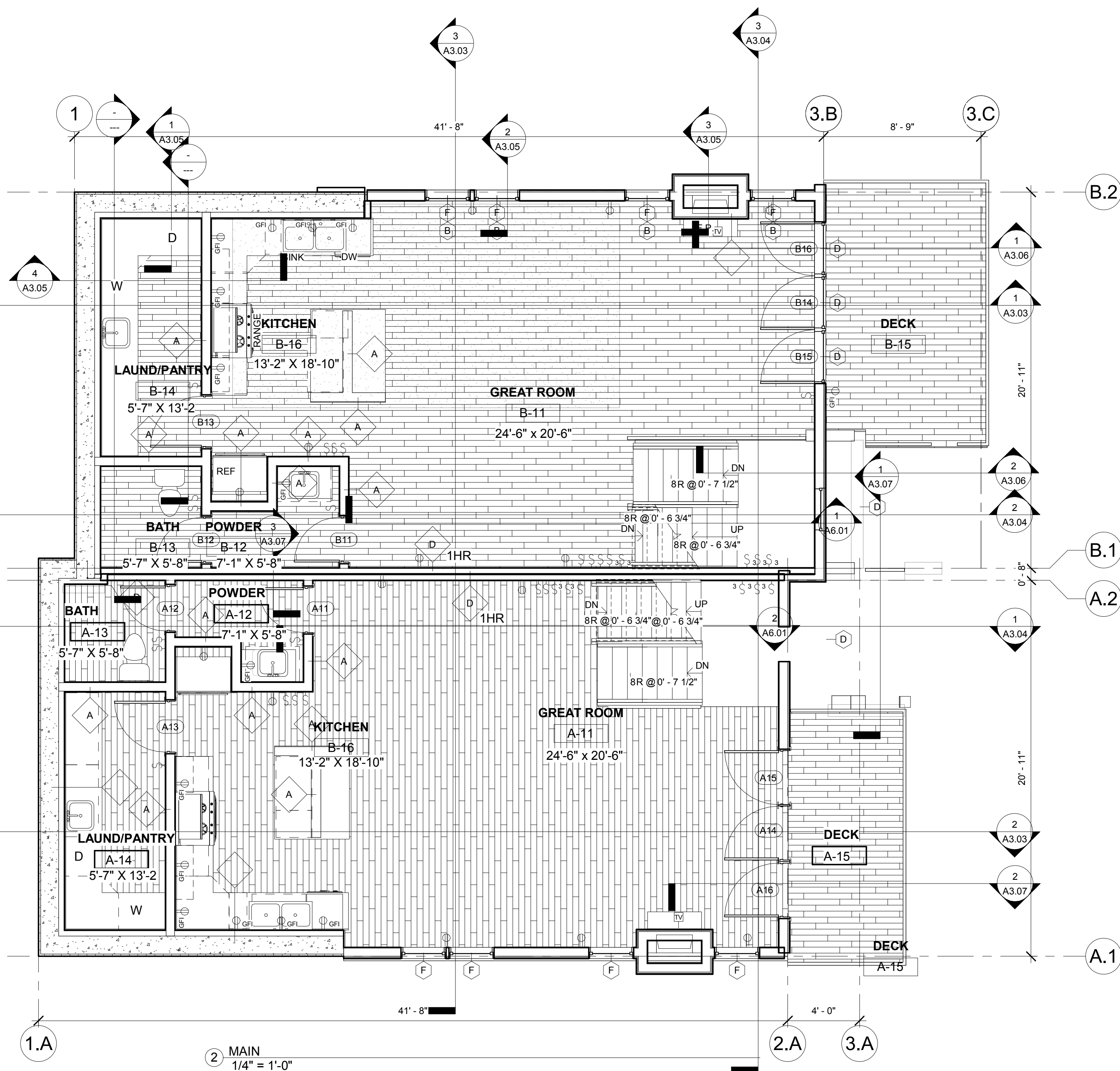
No.	Description	Date
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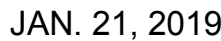
Project number 1512
Date 10-28-2019

GARAGE & MAIN

A2.01
Scale 1/4" = 1'-0"

2/10/2020 9:20:28 AM





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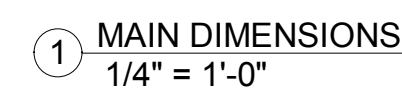
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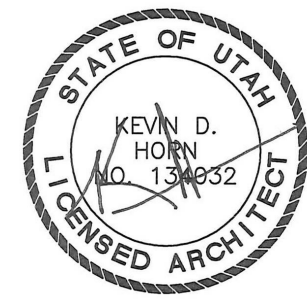
182 DALY TWIN HOME
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PARK CITY UT

[illegible]

Project number	1512
Date	10-28-2019

GARAGE &
 MAIN
 DIMENSIONS
A201D
 Scale 1/4" = 1'-0"





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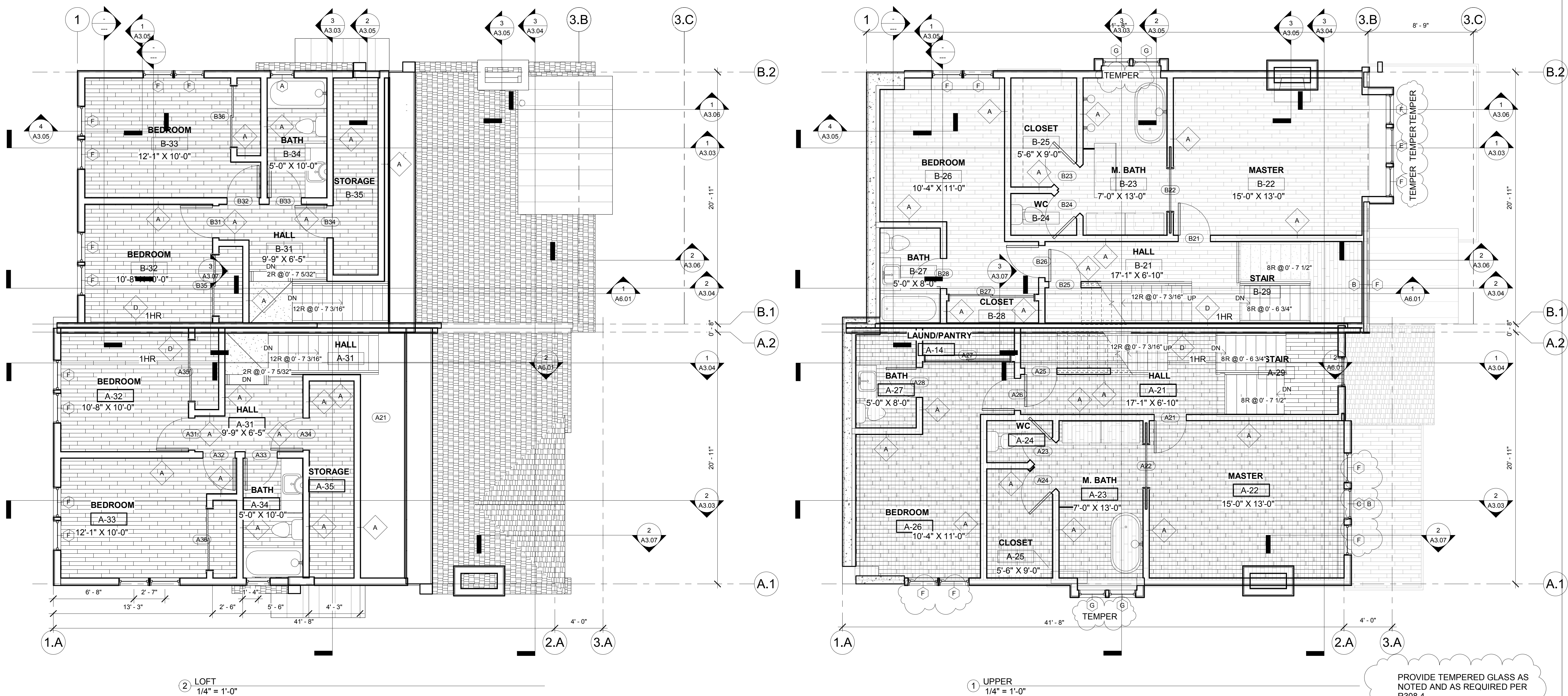
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182 DALY AVE.
PARK CITY UT

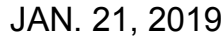
No.	Description	Date
1	PLAN REVIEW	1-13-2020
Project number		1512
Date		10-28-2019

UPPER & LOFT

A2.02
Scale 1/4" = 1'-0"

2/10/2020 9:20:33 AM





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1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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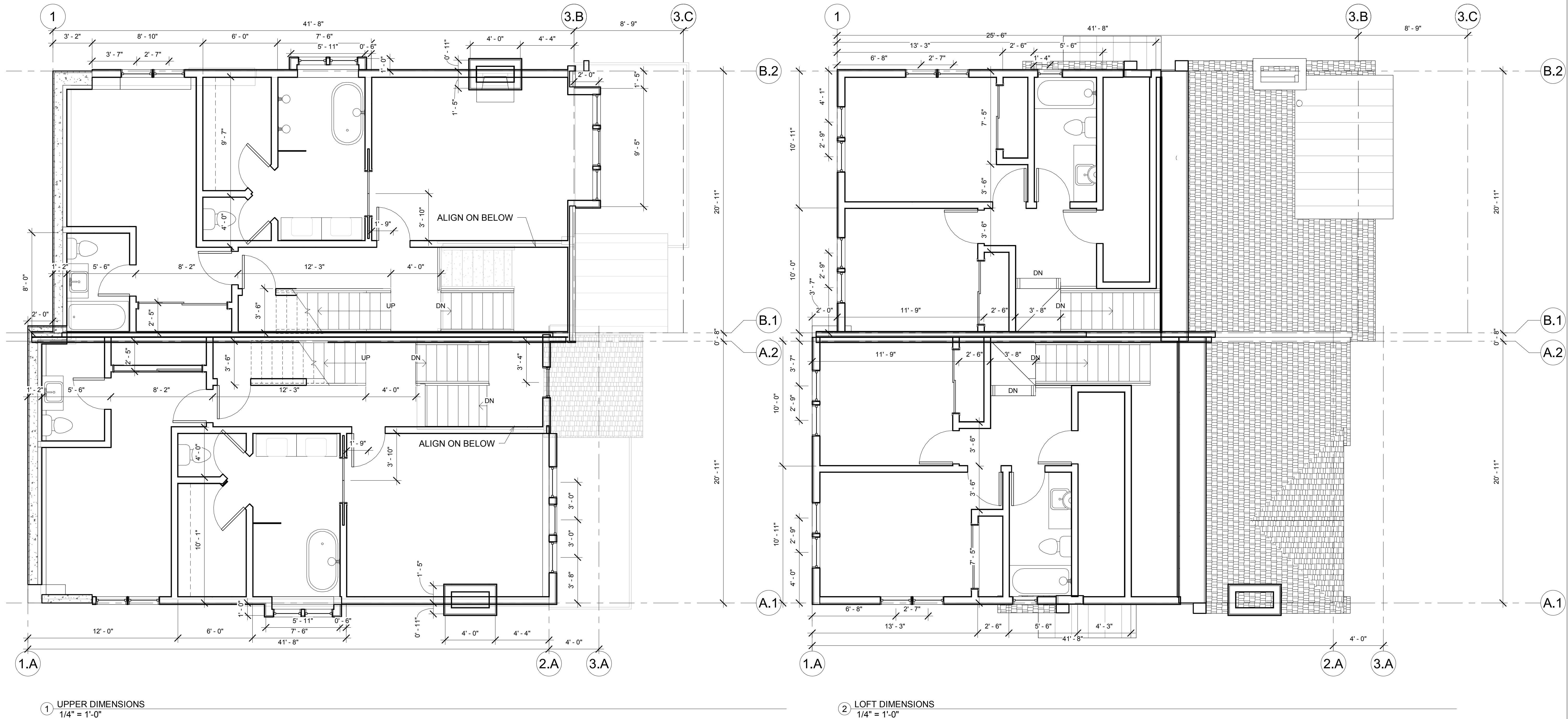
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Date	10-28-2019

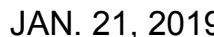
UPPER & LOFT DIMENSIONS

A202D

Scale 1/4" = 1'-0"

2/10/2020 9:22:31 AM





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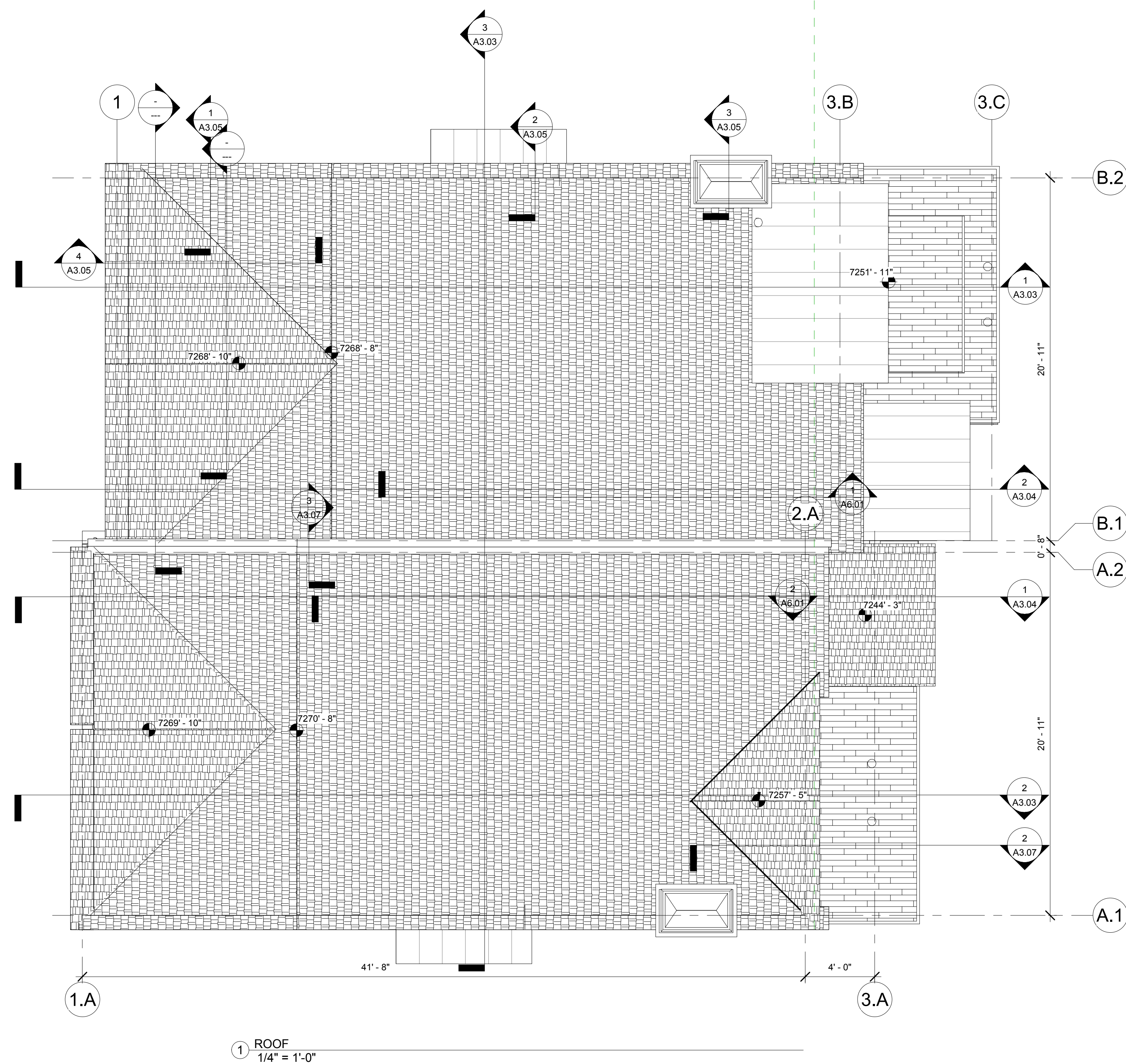
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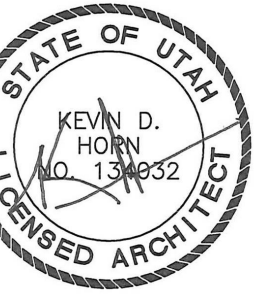
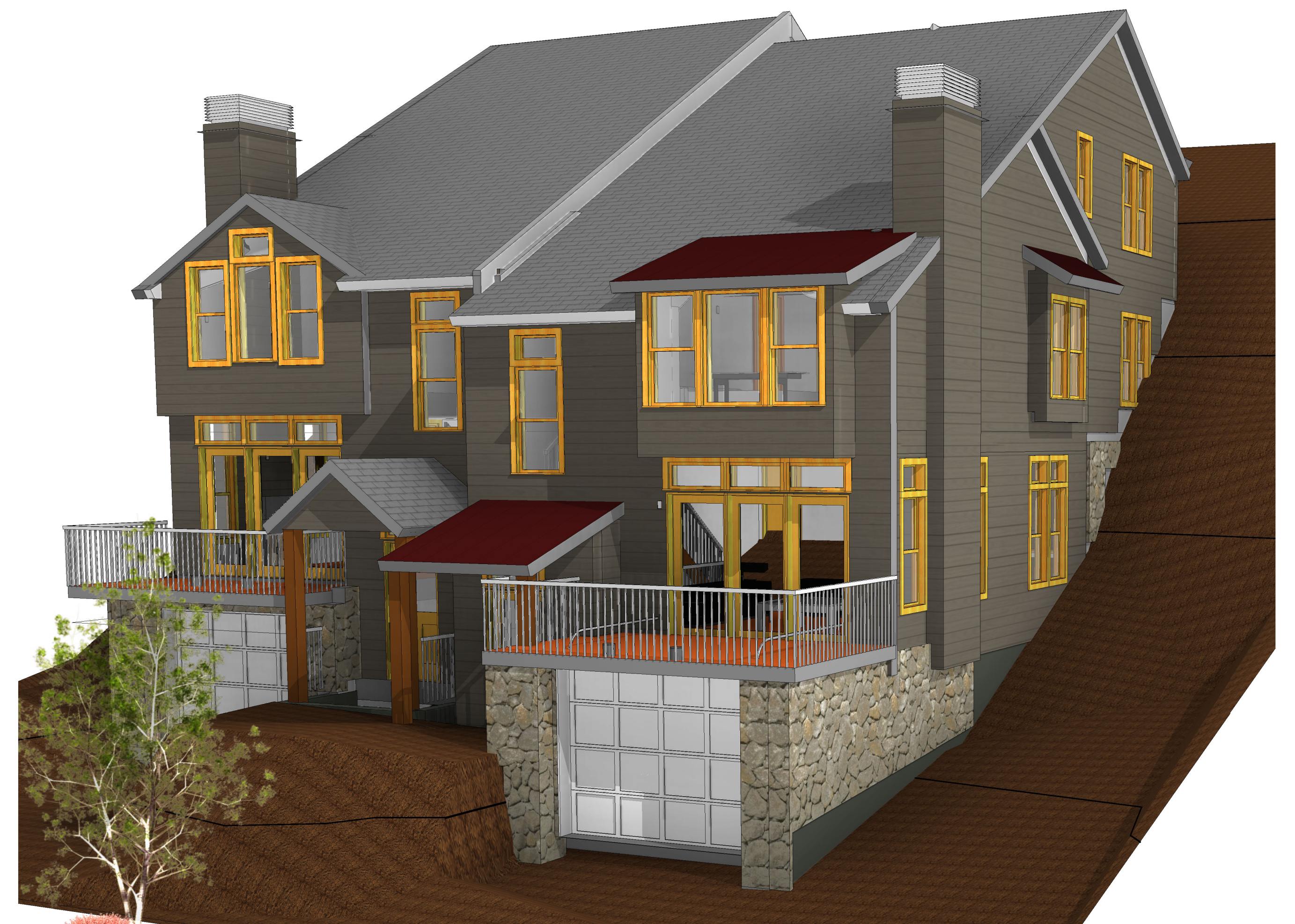
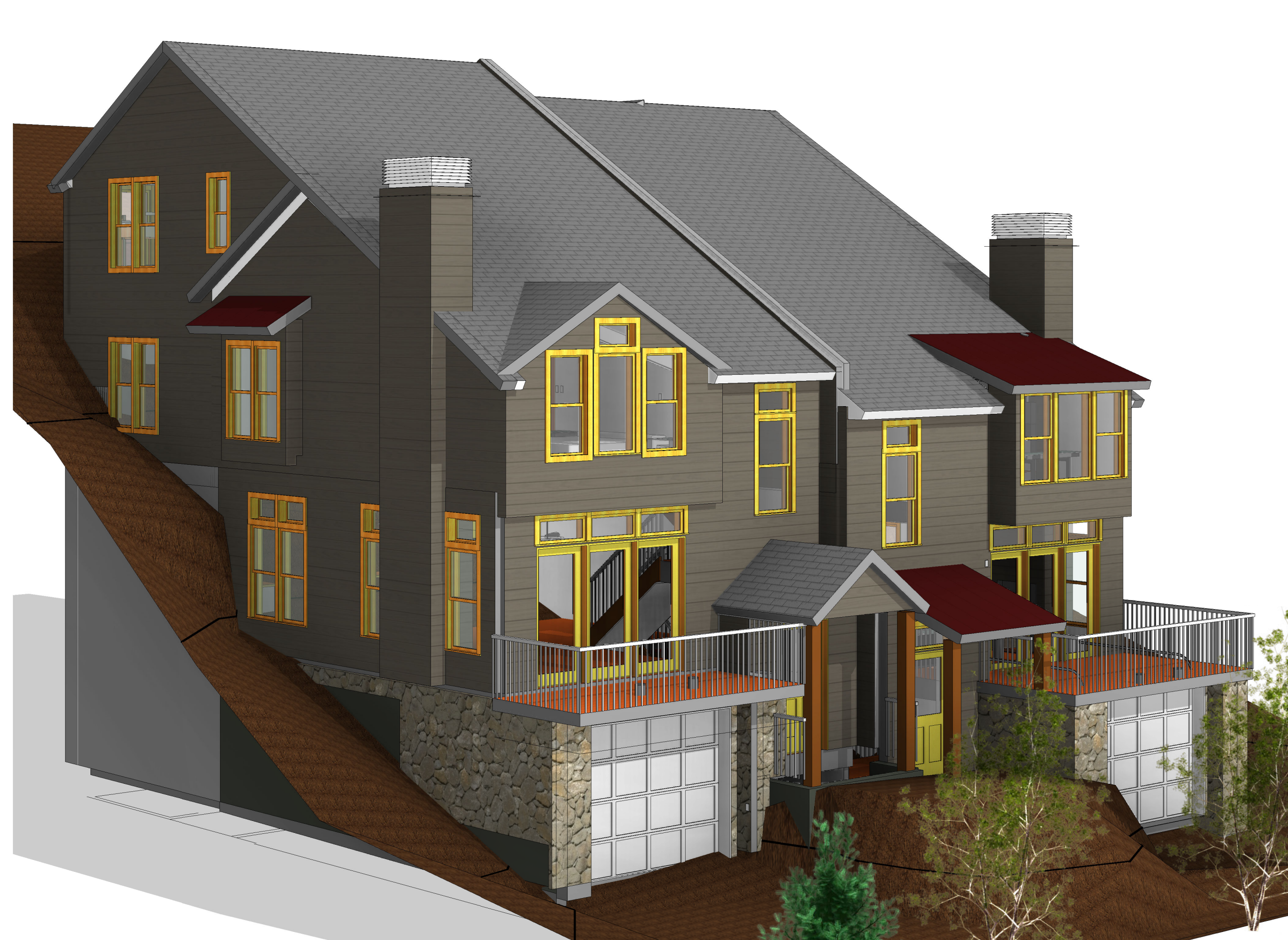
Project number	1512
Date	10-28-2019

ROOF PLAN

A2.03

Scale	1/4" = 1'-0"
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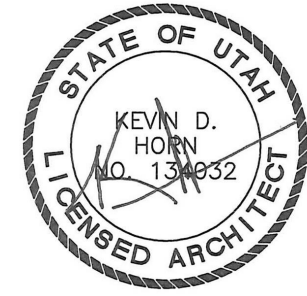
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Project number	1512
Date	10-28-2019

RENDERINGS

A003

Scale



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No.	Description	Date

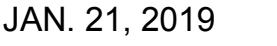
Project number 1512
Date 10-28-2019

EXTERIOR
ELEVATIONS

A3.01
Scale 1/4" = 1'-0"

EXT. FINISH NOTES	
Key Value	Keynote Text
E-01	FOUNDATION
E-03	STONE VENEER
E-04	STANDING SEAM METAL ROOF
E-05	NEW WOOD HORIZONTAL SIDING
E-06	NEW DOOR
E-07	NEW WINDOWE-
E-08	NEW PAINTED 1X8 PAINTED FASCIA
E-09	NEW ASPHALT SHINGLE ROOF
E-10	1X8 FREIZE UNDER SOFFIT W/ 1.5" CROWN
E-11	PAINTED METAL RAILING
E-12	PAINTED WOOD COLUMN
E-14	1X4 PAINTED TRIM



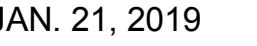


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Scale $1/4" = 1'-0"$





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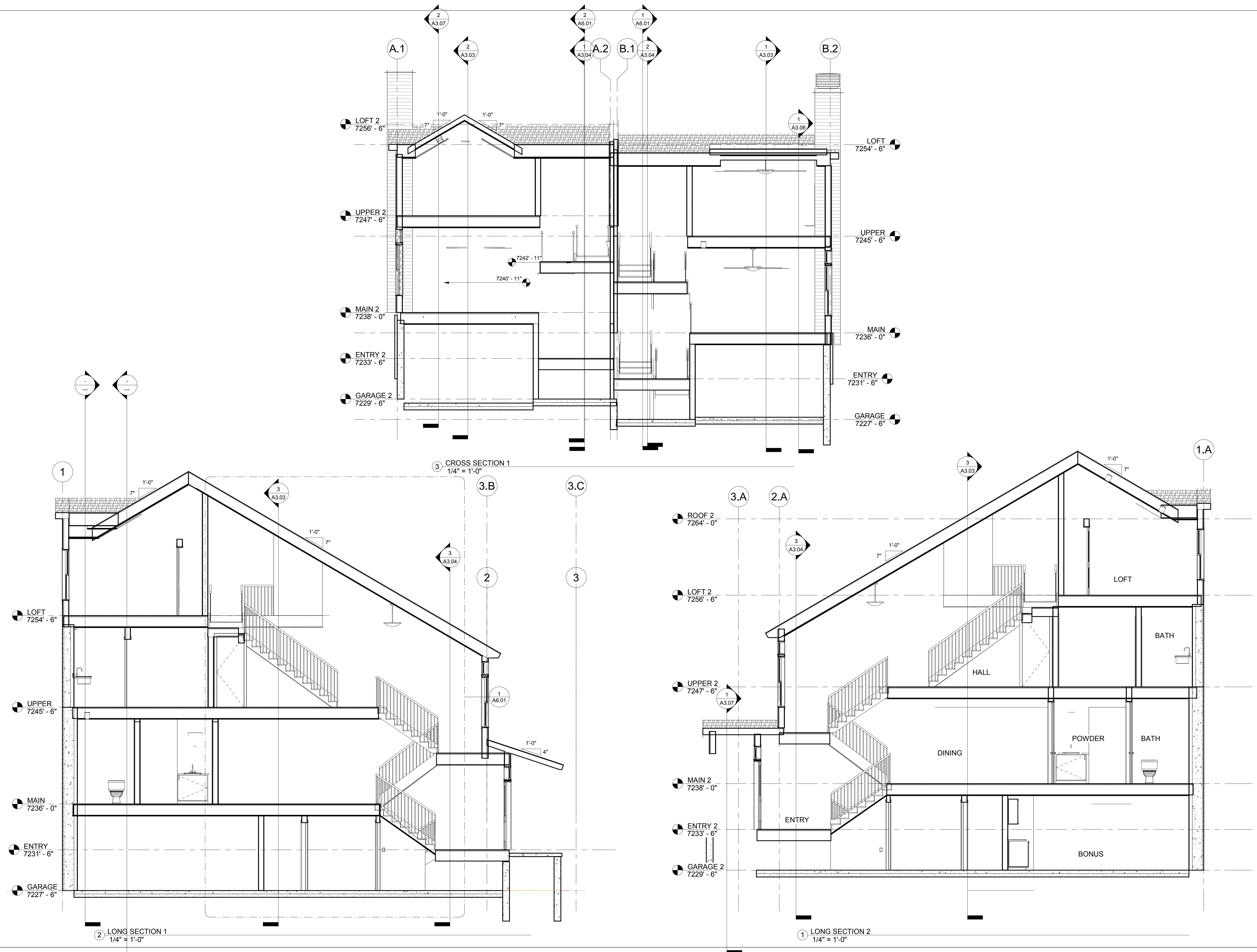
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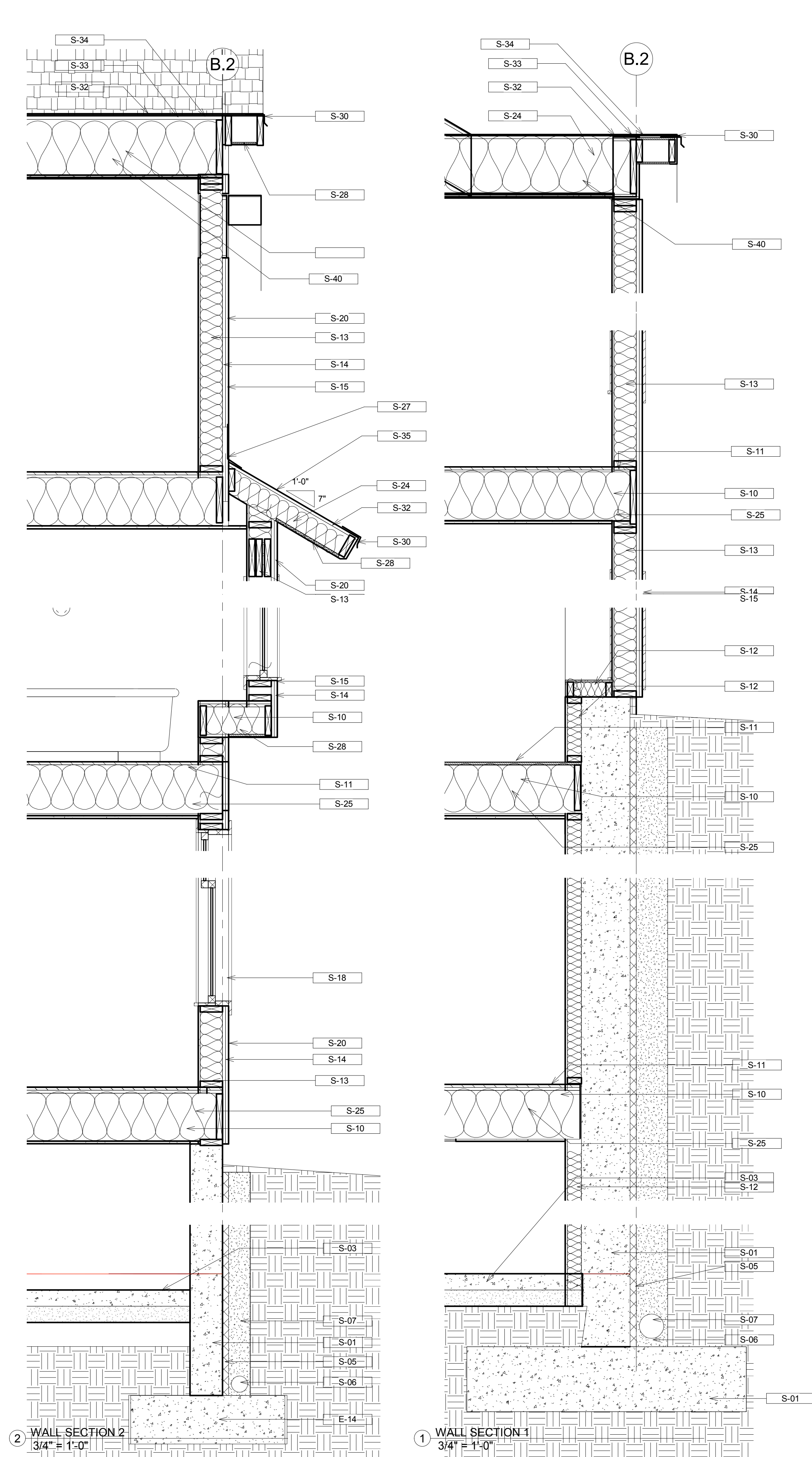
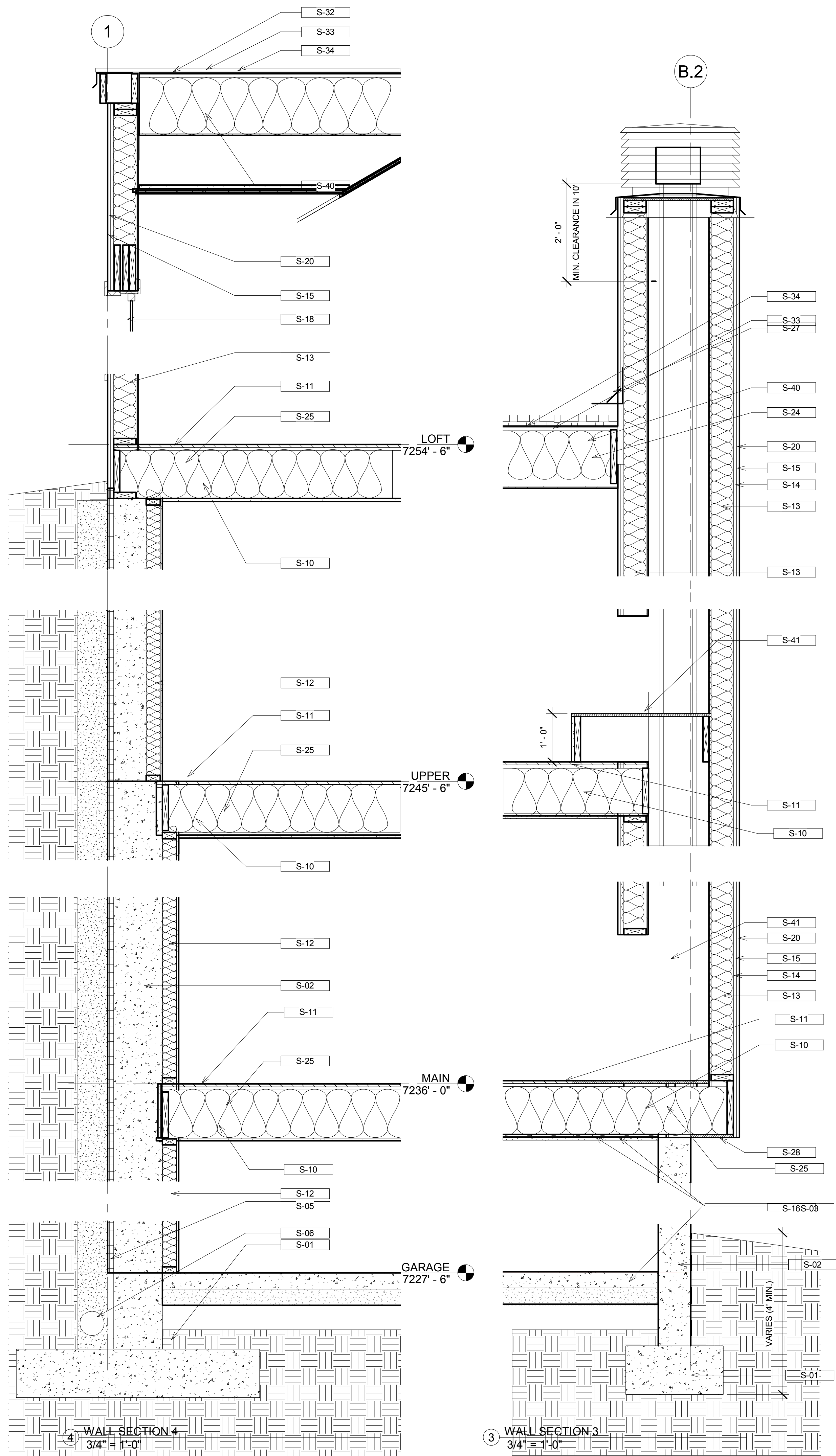
Project number	151
Date	10-28-201

BUILDING SECTION

A3.04

Scale $1/4" = 1'-0"$





SECTION NOTES	
Key Value	Keynote Text
S-01	CONCRETE FOUNDATION - SEE STRUCTURAL
S-02	CONCRETE WALL - SEE STRUCTURAL
S-03	CONCRETE SLAB ON GRAVEL BASE
S-05	FOUNDATION WATERPROOFING W/ 1" INSUL BOARD
S-06	4" PERFORATED FOUNDATION DRAIN
S-07	DRAINING GRAVEL FILL W/ MIRAFY FABRIC
S-09	TREATED SILL
S-10	FLOOR JOIST - SEE STRUCTURAL
S-11	FLOOR SHEATHING
S-12	2X4 FIRRING W/ 3.5" RIGID INSUL.
S-13	2X4 STUD WALL W/ R-21 INSULATION
S-14	WALL SHEATHING - SEE STRUCTURAL
S-15	MOISTURE BARRIER BUILDNG WRAP (TYVEC OR SIM.)
S-16	GYPSUM BOARD
S-18	WINDOW WITH FLASHING SYSTEM
S-19	DOOR
S-20	PAINTED HISTORIC DROP NOVALTY SIDING
S-23	BEAM OR HEADER - SEE STRUCTURAL
S-24	ROOF FRAMING
S-25	R-49 RIGID INSULATION
S-27	FLASHING & COUNTERFLASHING
S-28	WOOD SOFFIT W/ SCDREENED VENTS
S-29	1X6 WOOD FASCIA
S-30	DRIP
S-32	ROOF SHEATHING - SEE STRUCTURAL
S-33	FULL ICE AND WATER SHIELD
S-34	ASPHALT SHINGLES
S-35	METAL PANEL ROOF
S-36	(3) 1.3/4 x 11.7/8 TJI STRINERS
S-37	1" STAIR TREAD AND RISER
S-38	PAINTED WOOD RAILING SYSTEM
S-39	JOIST HANGER ON WALL CLEAT - SEE STRUCTURAL
S-40	R-48 INSULATION
S-41	GAS APPLIANCE FIREPLACE W/ DBL WALL FLUE

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182 DALY TWIN HOME

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PARK CITY UT

Date	
Description	
No.	

Project number 1512

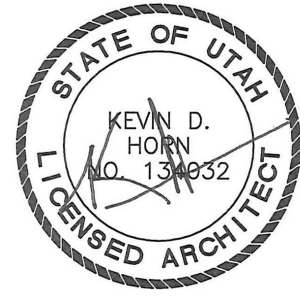
Date 10-28-2019

WALL SECTIONS

A3.05

Scale 3/4" = 1'-0"

2/10/2020 9:22:06 AM



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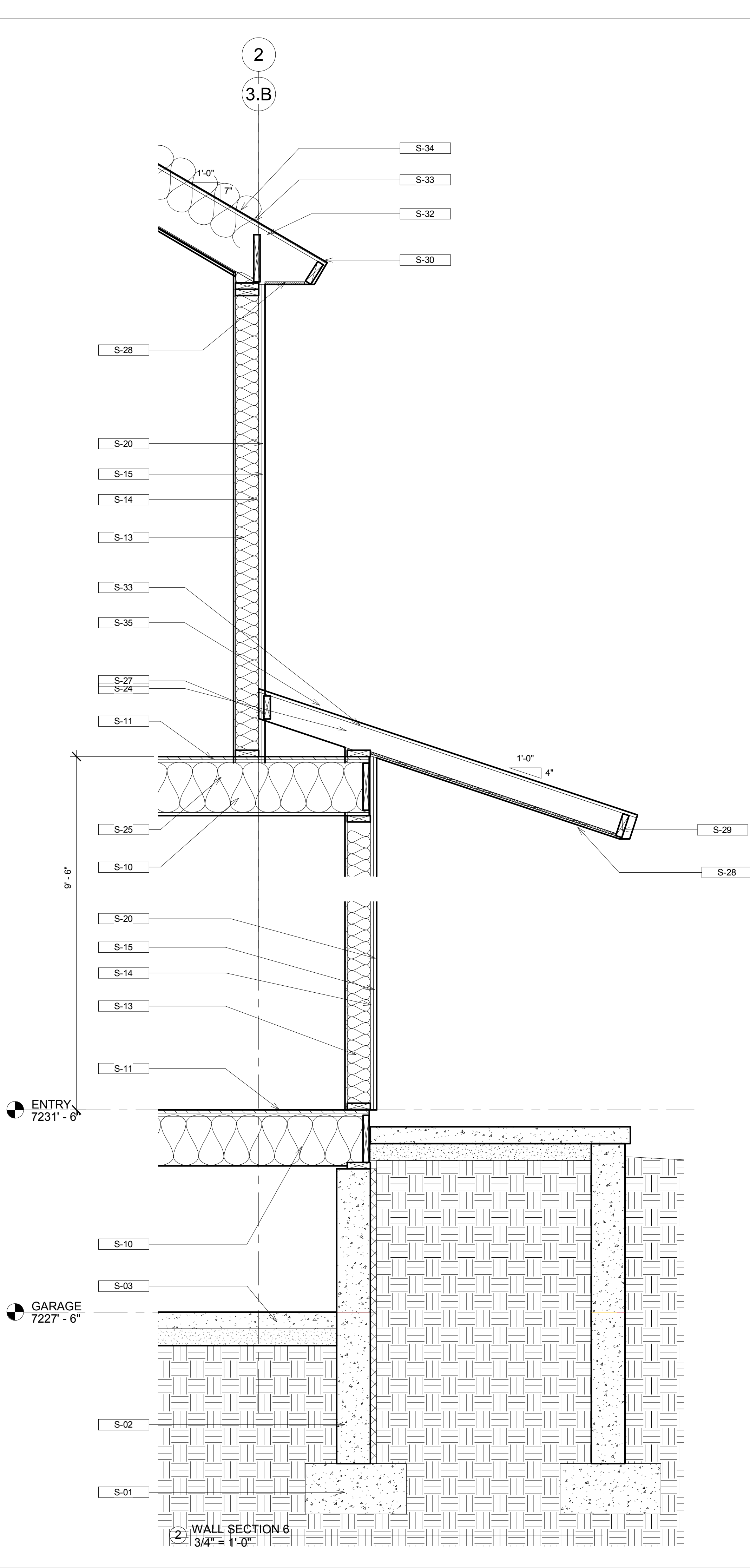
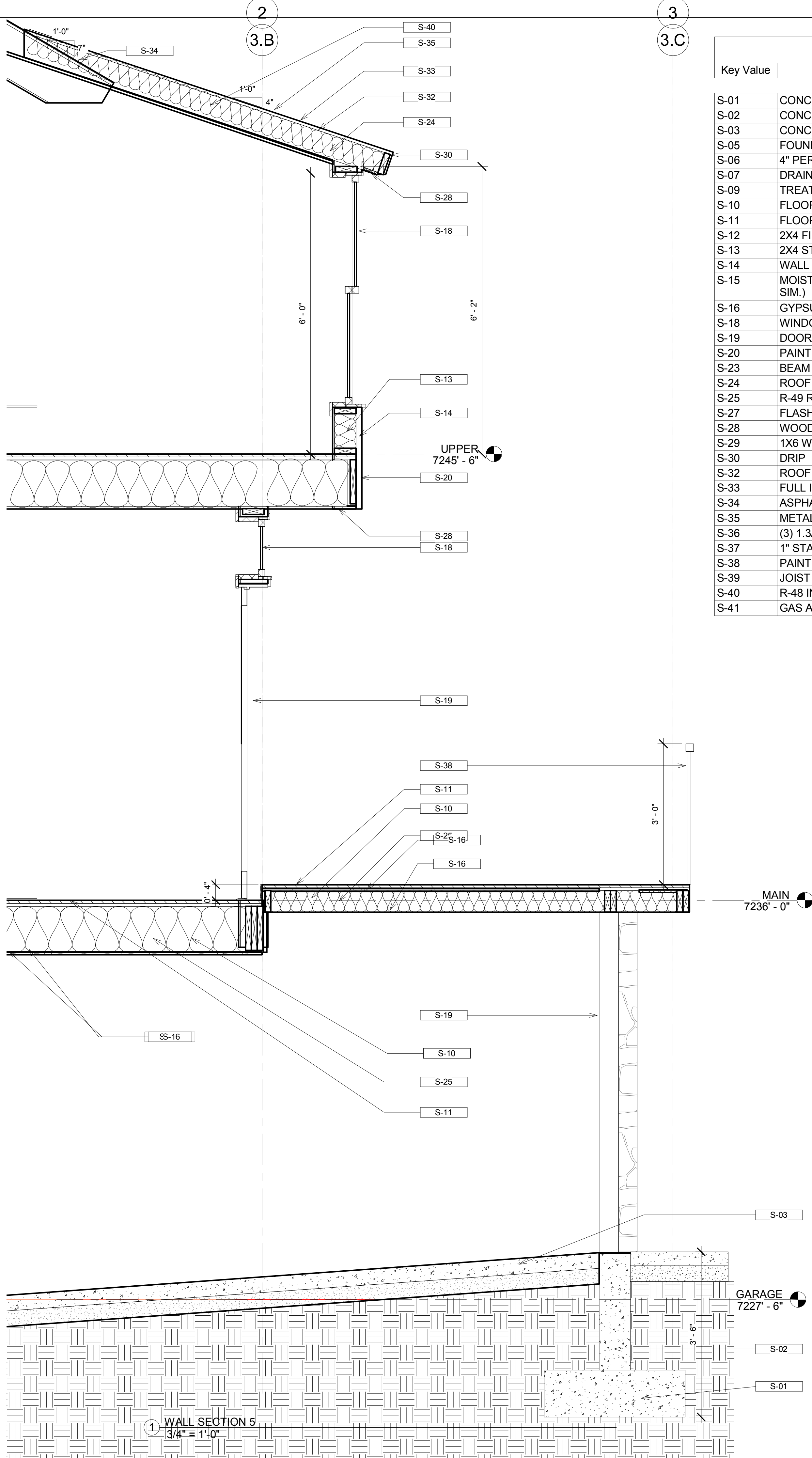
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182 DALY AVE.
PARK CITY UT

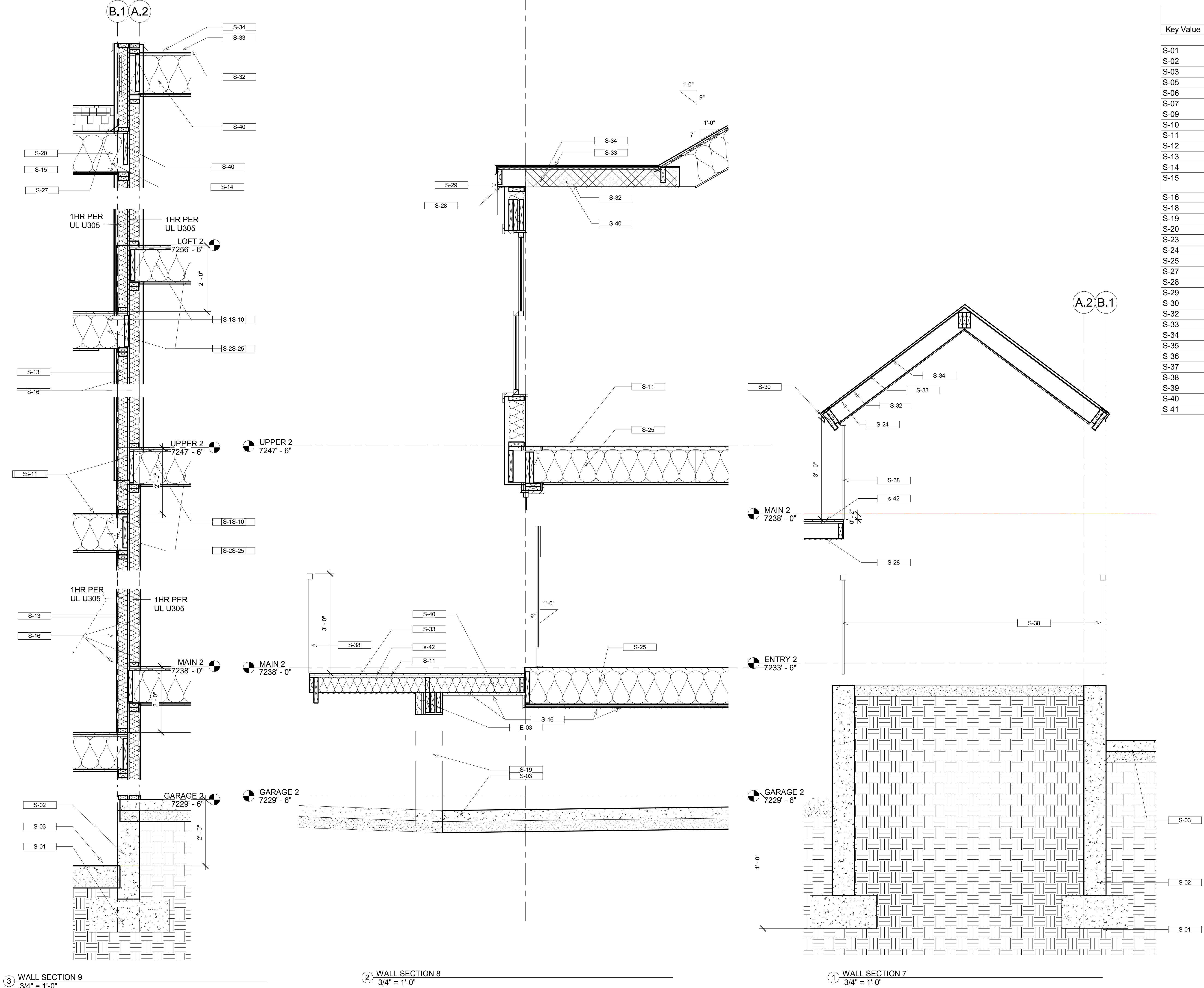
Description		Date
No.		
Project number		1512
Date		10-28-2019

WALL
SECTIONS
A3.06
Scale 3/4" = 1'-0"

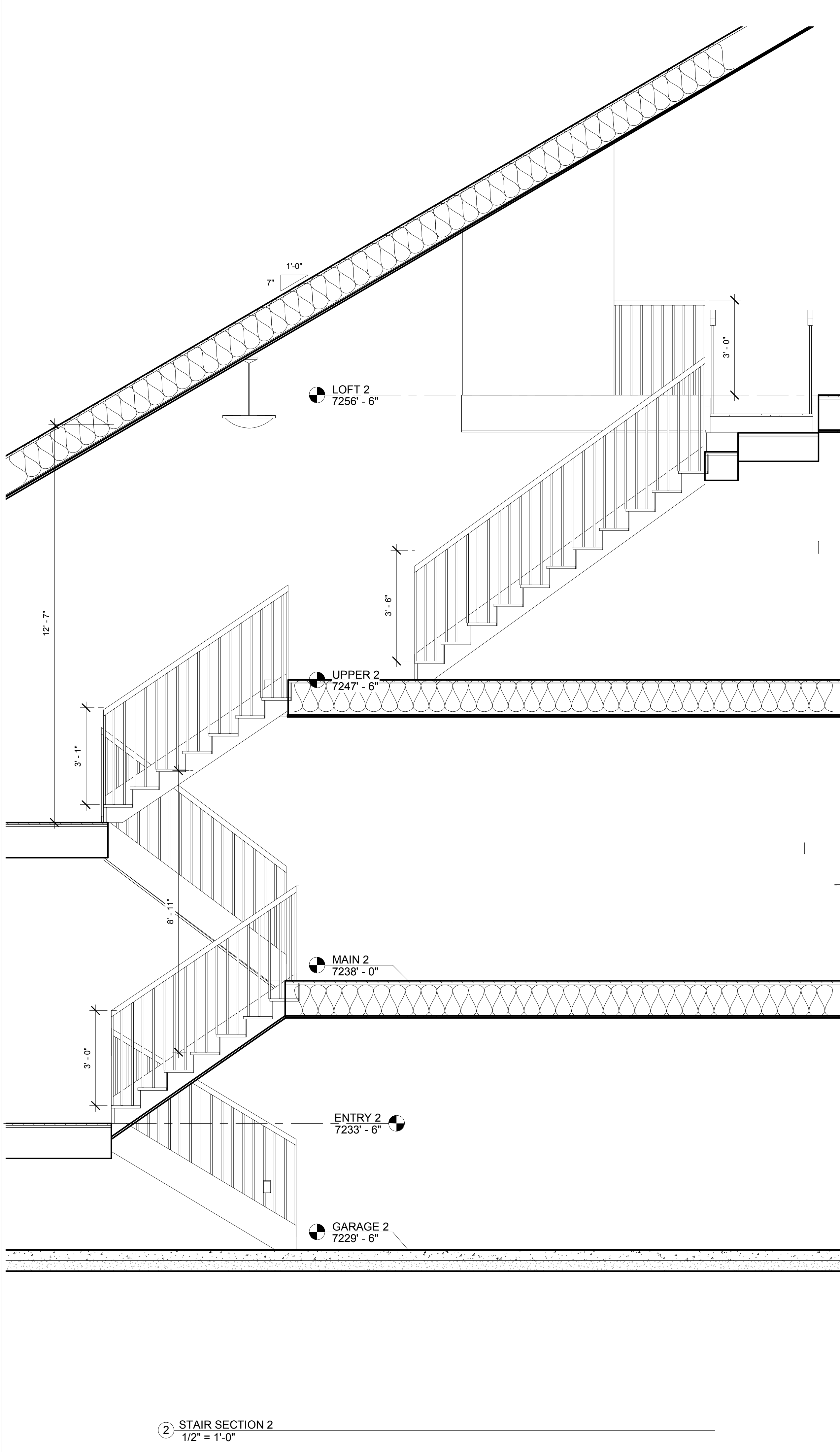
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SECTION NOTES	
Key Value	Keynote Text
S-01	CONCRETE FOUNDATION - SEE STRUCTURAL
S-02	CONCRETE WALL - SEE STRUCTURAL
S-03	CONCRETE SLAB ON GRAVEL BASE
S-05	FOUNDATION WATERPROOFING W/ 1" INSUL BOARD
S-06	4" PERFORATED FOUNDATION DRAIN
S-07	DRAINING GRAVEL FILL W/ MIRAFY FABRIC
S-09	TREATED SILL
S-10	FLOOR JOIST - SEE STRUCTURAL
S-11	FLOOR SHEATHING
S-12	2X4 FIRING W/ 3.5" RIGID INSUL.
S-13	2X4 STUD WALL W/ R-21 INSULATION
S-14	WALL SHEATHING - SEE STRUCTURAL
S-15	MOISTURE BARRIER BUILDING WRAP (TYVEC OR SIM.)
S-16	GYPSUM BOARD
S-18	WINDOW WITH FLASHING SYSTEM
S-19	DOOR
S-20	PAINTED HISTORIC DROP NOVALTY SIDING
S-23	BEAM OR HEADER - SEE STRUCTURAL
S-24	ROOF FRAMING
S-25	R-49 RIGID INSULATION
S-27	FLASHING & COUNTERFLASHING
S-28	WOOD SOFFIT W/ SCDREENED VENTS
S-29	1X6 WOOD FASCIA
S-30	DRIP
S-32	ROOF SHEATHING - SEE STRUCTURAL
S-33	FULL ICE AND WATER SHIELD
S-34	ASPHALT SHINGLES
S-35	METAL PANEL ROOF
S-36	(3) 1.3/4 x 11.7/8 TJI STRINERS
S-37	1" STAIR TREAD AND RISER
S-38	PAINTED WOOD RAILING SYSTEM
S-39	JOIST HANGER ON WALL CLEAT - SEE STRUCTURAL
S-40	R-48 INSULATION
S-41	GAS APPLIANCE FIREPLACE W/ DBL WALL FLUE

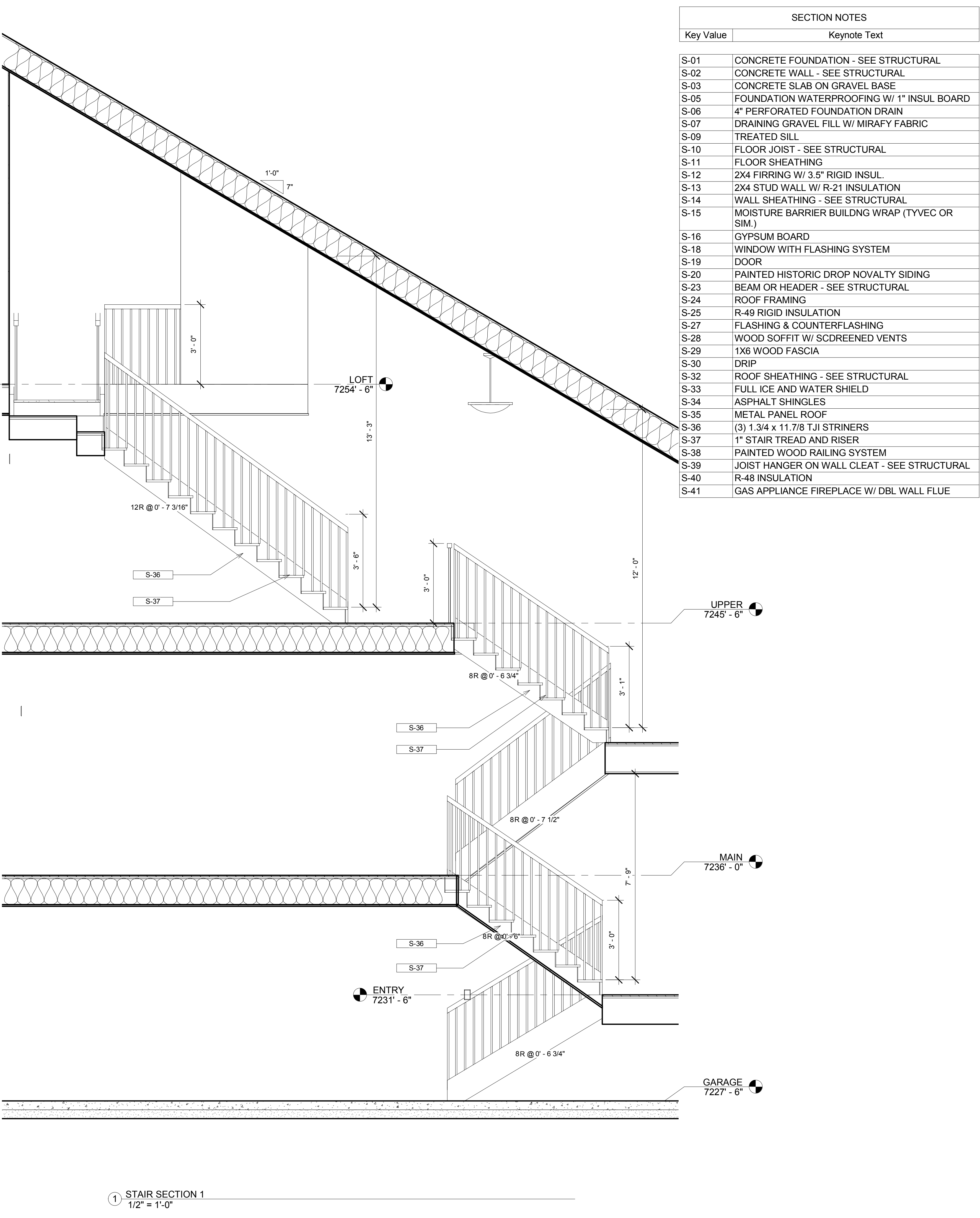




SECTION NOTES	
Key Value	Keynote Text
S-01	CONCRETE FOUNDATION - SEE STRUCTURAL
S-02	CONCRETE WALL - SEE STRUCTURAL
S-03	CONCRETE SLAB ON GRAVEL BASE
S-05	FOUNDATION WATERPROOFING W/ 1" INSUL BOARD
S-06	4" PERFORATED FOUNDATION DRAIN
S-07	DRAINING GRAVEL FILL W/ MIRAFY FABRIC
S-09	TREATED SILL
S-10	FLOOR JOIST - SEE STRUCTURAL
S-11	FLOOR SHEATHING
S-12	2X4 FIRRING W/ 3.5" RIGID INSUL.
S-13	2X4 STUD WALL W/ R-21 INSULATION
S-14	WALL SHEATHING - SEE STRUCTURAL
S-15	MOISTURE BARRIER BUILDNG WRAP (TYVEC OR SIM.)
S-16	GYPSUM BOARD
S-18	WINDOW WITH FLASHING SYSTEM
S-19	DOOR
S-20	PAINTED HISTORIC DROP NOVALTY SIDING
S-23	BEAM OR HEADER - SEE STRUCTURAL
S-24	ROOF FRAMING
S-25	R-49 RIGID INSULATION
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S-28	WOOD SOFFIT W/ SCDREENED VENTS
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S-30	DRIP
S-32	ROOF SHEATHING - SEE STRUCTURAL
S-33	FULL ICE AND WATER SHIELD
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S-39	JOIST HANGER ON WALL CLEAT - SEE STRUCTURAL
S-40	R-48 INSULATION
S-41	GAS APPLIANCE FIREPLACE W/ DBL WALL FLUE

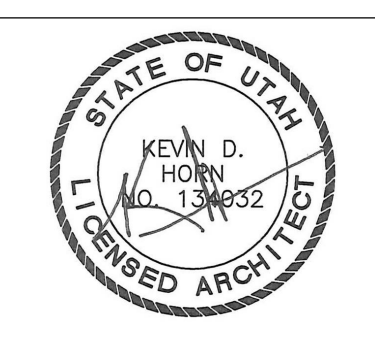


② STAIR SECTION 2
1/2" = 1'-0"



① STAIR SECTION 1
1/2" = 1'-0"

SECTION NOTES	
Key Value	Keynote Text
S-01	CONCRETE FOUNDATION - SEE STRUCTURAL
S-02	CONCRETE WALL - SEE STRUCTURAL
S-03	CONCRETE SLAB ON GRAVEL BASE
S-05	FOUNDATION WATERPROOFING W/ 1" INSUL BOARD
S-06	4" PERFORATED FOUNDATION DRAIN
S-07	DRAINING GRAVEL FILL W/ MIRAFY FABRIC
S-09	TREATED SILL
S-10	FLOOR JOIST - SEE STRUCTURAL
S-11	FLOOR SHEATHING
S-12	2X4 FIRRING W/ 3.5" RIGID INSUL.
S-13	2X4 STUD WALL W/ R-21 INSULATION
S-14	WALL SHEATHING - SEE STRUCTURAL
S-15	MOISTURE BARRIER BUILDNG WRAP (TYVEC OR SIM.)
S-16	GYPSUM BOARD
S-18	WINDOW WITH FLASHING SYSTEM
S-19	DOOR
S-20	PAINTED HISTORIC DROP NOVALTY SIDING
S-23	BEAM OR HEADER - SEE STRUCTURAL
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S-40	R-48 INSULATION
S-41	GAS APPLIANCE FIREPLACE W/ DBL WALL FLUE



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Date	
Description	
No.	

Project number	1512
Date	10-28-2019

STAIR SECTION

A6.01

Scale 1/2" = 1'-0"

Diagram A: NON-RATED
 2X6 WOOD STUDS @ 16" O.C.
 1/2" GYP. BOARD
 2.5" SOUND BATT

Diagram B: 1 HR RATED
 2X6 WOOD STUDS @ 16" O.C.
 1/2" GYP. BOARD
 2.5" SOUND BATT

Diagram C: 1 HR RATED
 STAGGERED 2X4 WOOD STUDS @ 16" O.C.
 (2) LAYERS 1/2" GYP. BOARD
 (2) 2.5" SOUND BATTS

Diagram D: NON-RATED
 2X4 WOOD STUDS @ 16" O.C.
 1/2" GYP. BOARD
 AT RATED WALL USE 5/8 TYPE X GYP. BD. PER UL U305

WALL TYPES
 1/2" = 1'-0"

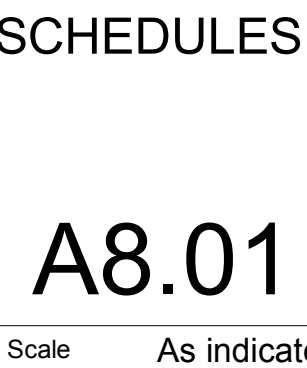
HARDWARE SCHEDULE:							
H-1	LOCK, HINGES, CLOSER, SMOKE SEALS, THRESHOLD						
H-2	PASSAGE, HINGES, CLOSER, SMOKE SEALS, THRESHOLD						
H-3	PASSAGE, HINGES, STOP						
H-4	PRIVACY, HINGES, STOP						
H-5	ENTRY SET, HINGES, DEADBOLT, SEALS, THRESHOLD						
H-6	DUMBY, HINGES, FLUSH BOLT, SEALS, THRESHOLD						
H-7	SLIDING POCKET						
H-8	BY-PASS						

WIINDOW SCHEDULE							
Type Mark	Rough Opening		Type	Material	Finish	Comments	Count
	Width	Height					
A	2' - 0"	4' - 0"	Double Hung with Trim	ALUM. CLAD WOOD	PAINTED ALUM	SEE ELEV FOR HEAD HT. SEE PLAN FOR TEMPER	2
B	2' - 6"	1' - 4"	Fixed with Trim				11
C	2' - 6"	5' - 0"	Fixed with Trim	ALUM. CLAD WOOD	PAINTED ALUM	SEE ELEV FOR HEAD HT. SEE PLAN FOR TEMPER	1
D	3' - 0"	1' - 4"	Fixed with Trim				8
E	3' - 0"	5' - 0"	Fixed with Trim	ALUM. CLAD WOOD	PAINTED ALUM	SEE ELEV FOR HEAD HT. SEE PLAN FOR TEMPER	1
F	2' - 6"	5' - 0"	Double Hung with Trim				30
G	2' - 3"	5' - 0"	Double Hung with Trim	ALUM. CLAD WOOD	PAINTED ALUM	SEE ELEV FOR HEAD HT. SEE PLAN FOR TEMPER	4

Diagram showing eight window configurations with dimensions and labels:

- FIXED CASEMENT (3'-0" wide, 2'-0" high)
- DOUBLE HUNG (4'-11" high, 2'-2" wide)
- FIXED CASEMENT (2'-6" wide, 1'-4" high)
- DOUBLE HUNG (4'-11" high, 2'-5" wide)
- FIXED CASEMENT (5'-0" high, 2'-6" wide)
- DOUBLE HUNG (3'-11" high, 1'-11" wide)
- FIXED CASEMENT (2'-6" wide, 1'-4" high)
- PROVIDE TEMPERED GLASS AS NOTED AND AS REQUIRED PER R308.4

WINDOW LEGEND
1/4" = 1'-0"



ELECTRICAL NOTE:

PROVIDE SYSTEM DESIGNED AND INSTALLED BY A LICENSED ELECTRICAL CONTRACTOR INCLUDING SERVICE, PANELS, WIRING, BUILT-IN FIXTURES AND DEVICES, ETC. FOR A COMPLETE, FUNCTIONING SYSTEM COMPLYING WITH CODES AND LOCAL JURISDICTION.

MECHANICAL NOTE:

PROVIDE SYSTEM DESIGNED AND INSTALLED BY A LICENSED MECHANICAL CONTRACTOR INCLUDING ALL EQUIPMENT, DUCTS, CONNECTIONS, OUTLETS ETC. FOR A COMPLETE, FUNCTIONING SYSTEM COMPLYING WITH CODES AND LOCAL JURISDICTION.

PROVIDE CEILING EXHAUST FAN AT ALL TOILET LOCATIONS

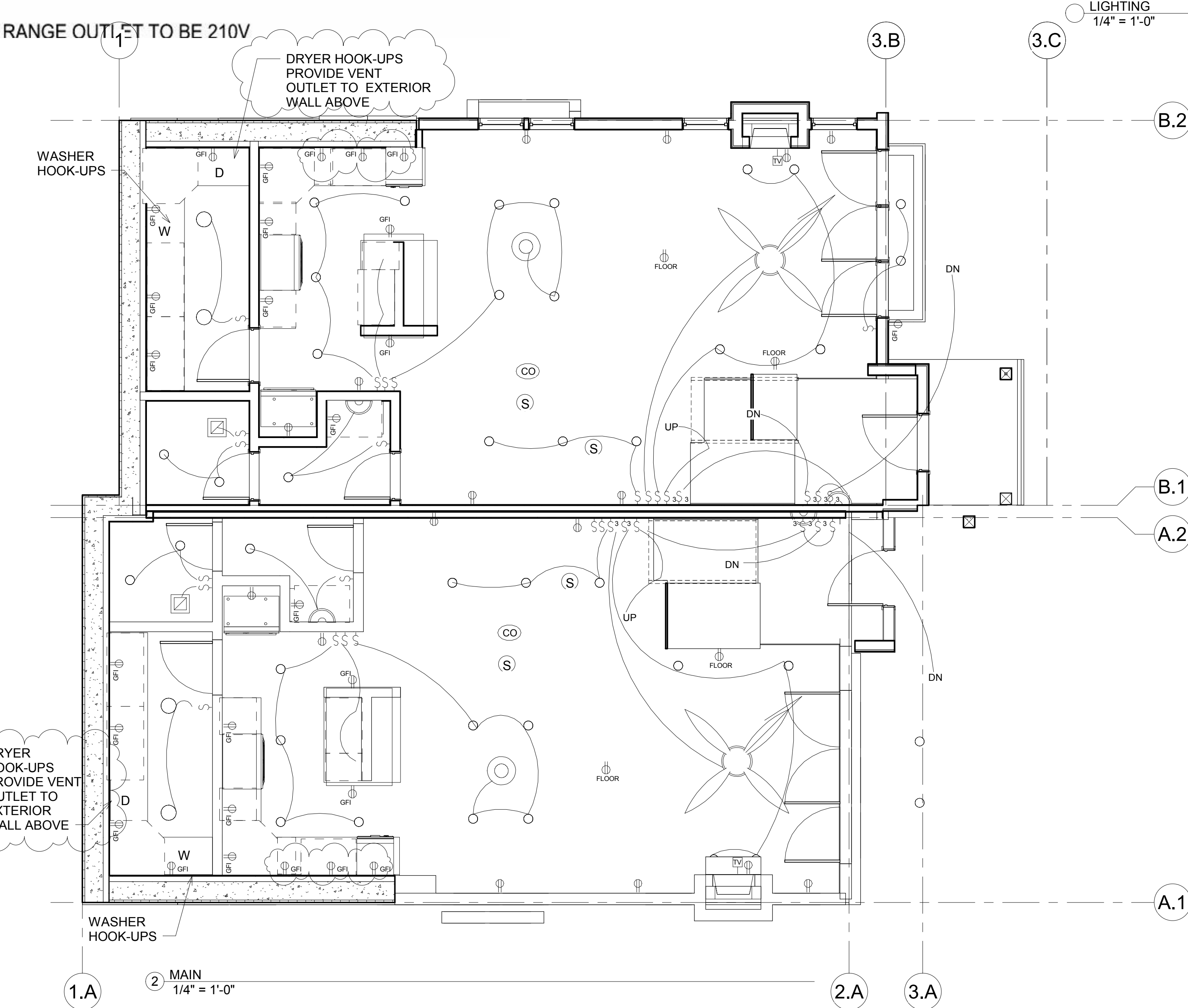
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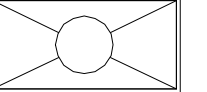
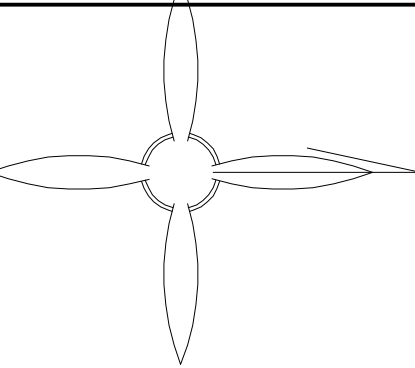
PROVIDE SYSTEM DESIGNED AND INSTALLED BY A LICENSED PLUMBING CONTRACTOR INCLUDING DRAINS, SUPPLY, EQUIPMENT, PIPING, CONNECTIONS, FIXTURE, ETC. FOR A COMPLETE, FUNCTIONING SYSTEM COMPLYING WITH CODES AND LOCAL JURISDICTION. (SEE FLOOR PLAN FOR FIXTURES)

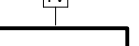
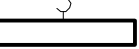
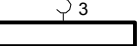
PROVIDE SMOKE DETECTOR WITH CO DETECTOR AS INDICATED BY SYMBOL.  DETECTOR TO BE HARD WIRED WITH BATTERY BACKUP.

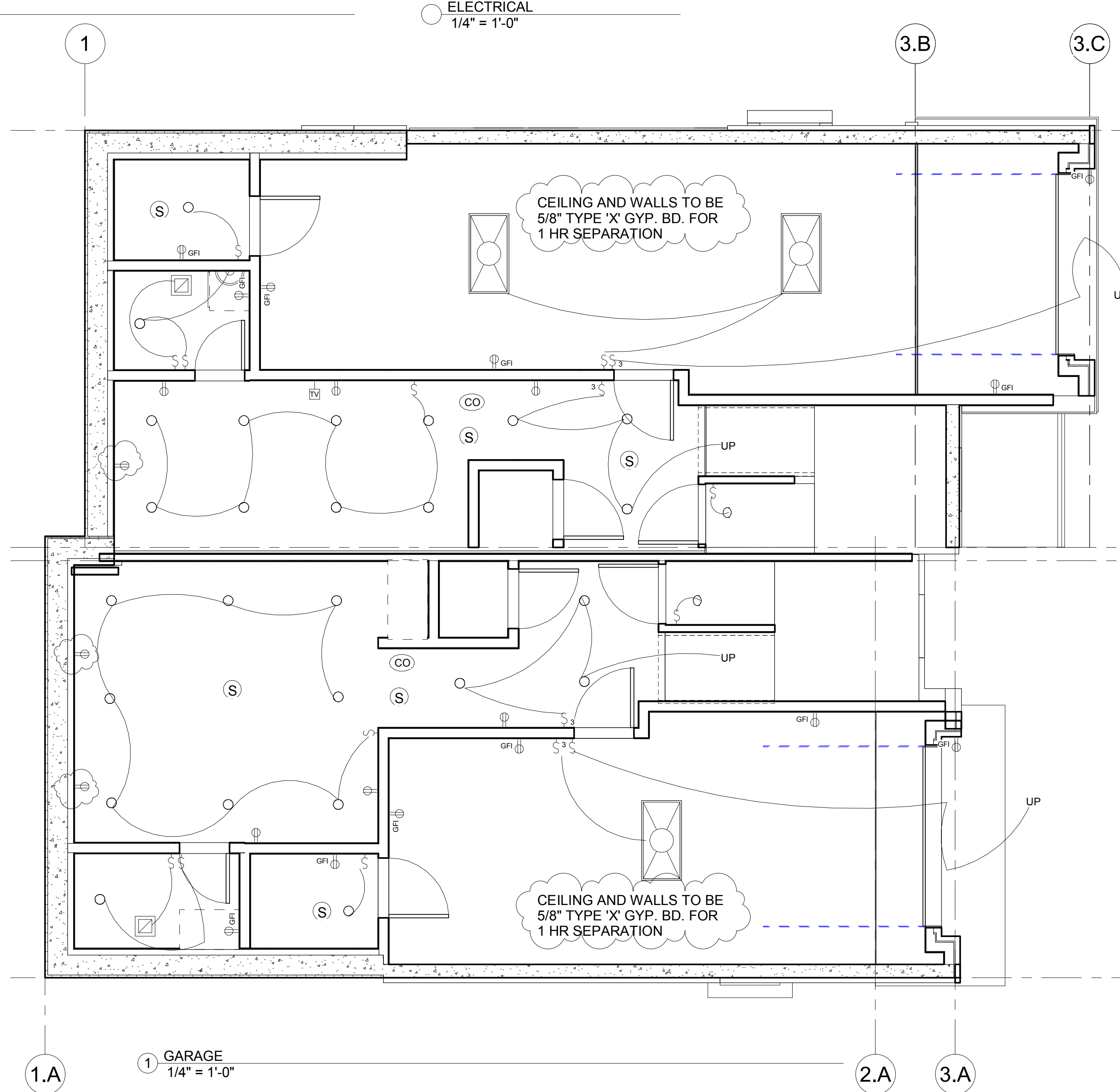
INSTALL CEILING FIXTURE RATED FOR DAMP LOCATIONS AS LOCATED WITH SYMBOL.  WP

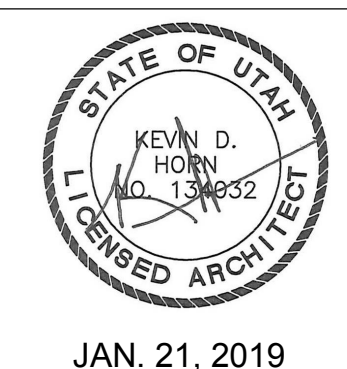
RANGE OUTLET TO BE 210V



	DIRECTIONAL SURFACE LIGHT - L.E.D.
	4" L.E.D. CAN LIGHT
	SURFACE CEILING LIGHT
	UNDER COUNTER L.E.D STRIP
	CEILING PENDANT
	WALL SCONCE
	2 X 4 FLORESCENT
	CEILING FAN

	DUPLEX OUTLET @18" U.N.O.
	DUPLEX G.F.I. OUTLET
	FLOOR OUTLET
	TV & COMM OUTLET
	SWITCH @ 42" U.N.O.
	3-WAY SWITCH @ 42" U.N.O.
	W.P. G.F.I. OUTLET
	SMOKE DETECTOR LOW V. W/ BATT.
	CO DETECTOR LOW V. W/ BATT.





JAN. 21, 2019

DAVE BAGLINO

PO Box 684206
Park City UT 8468

HORN PARTNERS ARCHITECTURE

hornandpartners.com
po box 0386
Bountiful, UT 84011
phone: 801.232.9333

182 DALY TWIN HOME

182 DALY AVE.
PARK CITY UT

No.	1
Description	PLAN REVIEW
Date	1-13-2020

Project number 1512

Date 10-28-2019

GAR. & MAIN CEILING

A9.01

Scale 1/4" = 1'-0"

2/10/2020 9:22:22 AM

ELECTRICAL NOTE:

PROVIDE SYSTEM DESIGNED AND INSTALLED BY A LICENSED ELECTRICAL CONTRACTOR INCLUDING SERVICE, PANELS, WIRING, BUILT-IN FIXTURES AND DEVICES, ETC. FOR A COMPLETE, FUNCTIONING SYSTEM COMPLYING WITH CODES AND LOCAL JURISDICTION.

MECHANICAL NOTE:

PROVIDE SYSTEM DESIGNED AND INSTALLED BY A LICENSED MECHANICAL CONTRACTOR INCLUDING ALL EQUIPMENT, DUCTS, CONNECTIONS, OUTLETS ETC. FOR A COMPLETE, FUNCTIONING SYSTEM COMPLYING WITH CODES AND LOCAL JURISDICTION.

PROVIDE CEILING EXHAUST FAN AT ALL TOILET LOCATIONS

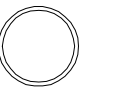
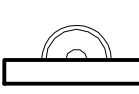
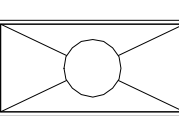
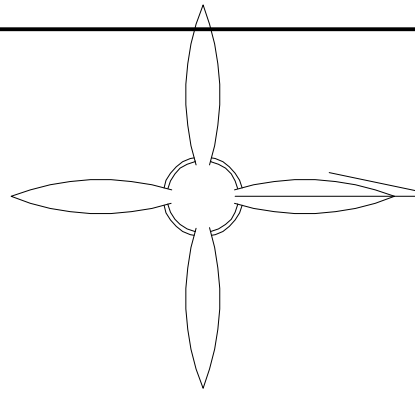
PLUMBING NOTE:

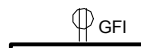
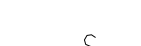
PROVIDE SYSTEM DESIGNED AND INSTALLED BY A LICENSED PLUMBING CONTRACTOR INCLUDING DRAINS, SUPPLY, EQUIPMENT, PIPING, CONNECTIONS, FIXTURE, ETC. FOR A COMPLETE, FUNCTIONING SYSTEM COMPLYING WITH CODES AND LOCAL JURISDICTION. (SEE FLOOR PLAN FOR FIXTURES)

PROVIDE SMOKE DETECTOR WITH CO DETECTOR AS INDICATED BY SYMBOL.  DETECTOR TO BE HARD WIRED WITH BATTERY BACKUP.

INSTALL CEILING FIXTURE RATED FOR DAMP LOCATIONS AS LOCATED WITH SYMBOL.  WP

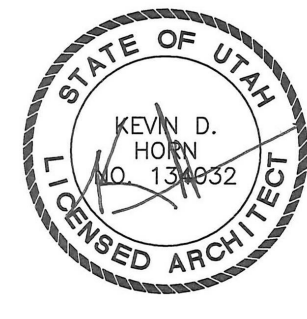
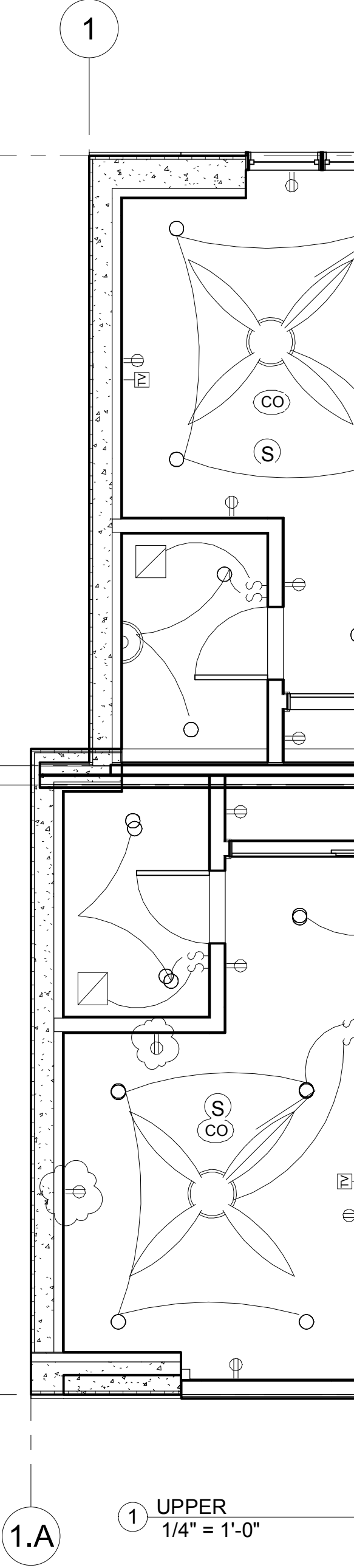
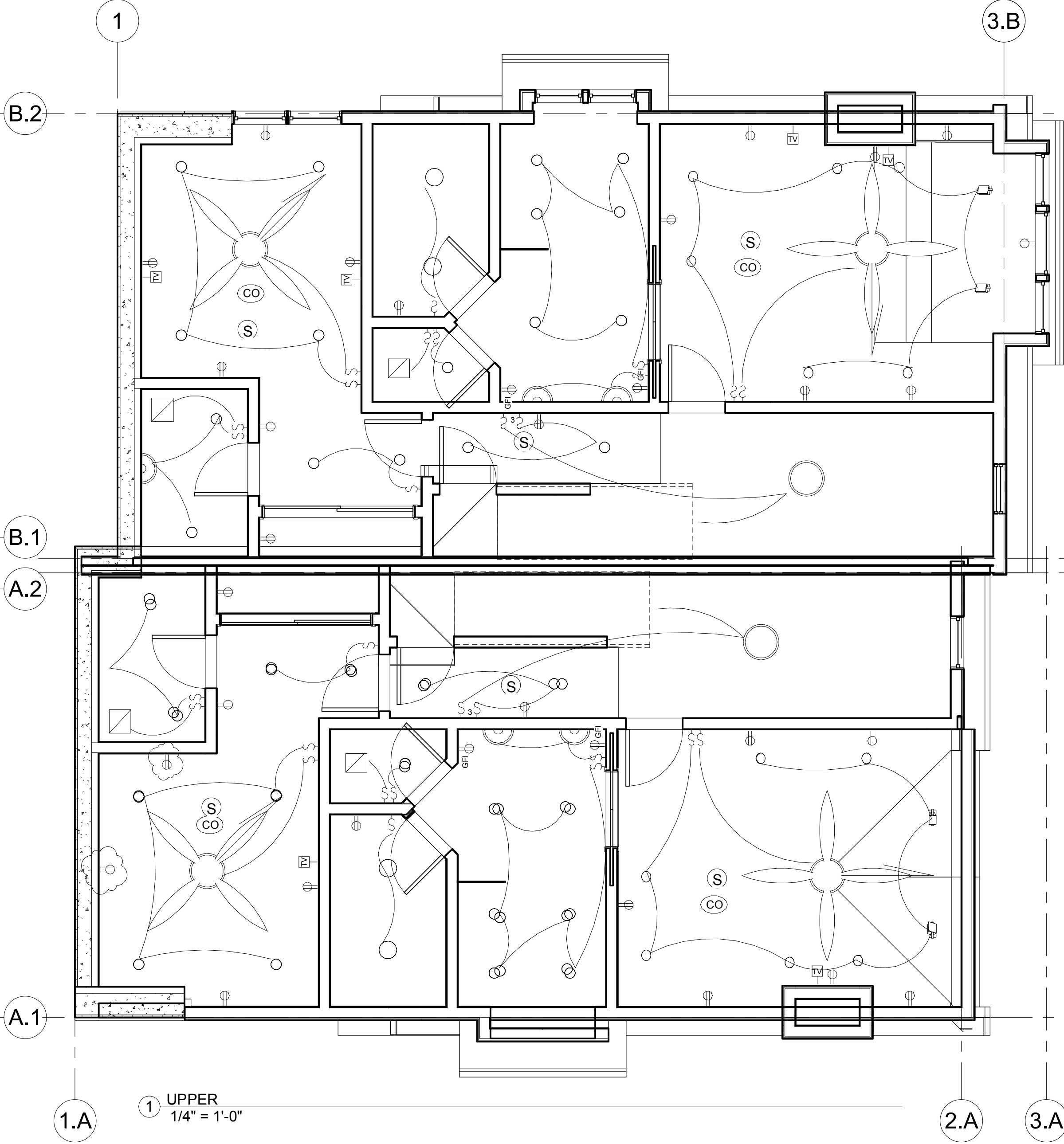
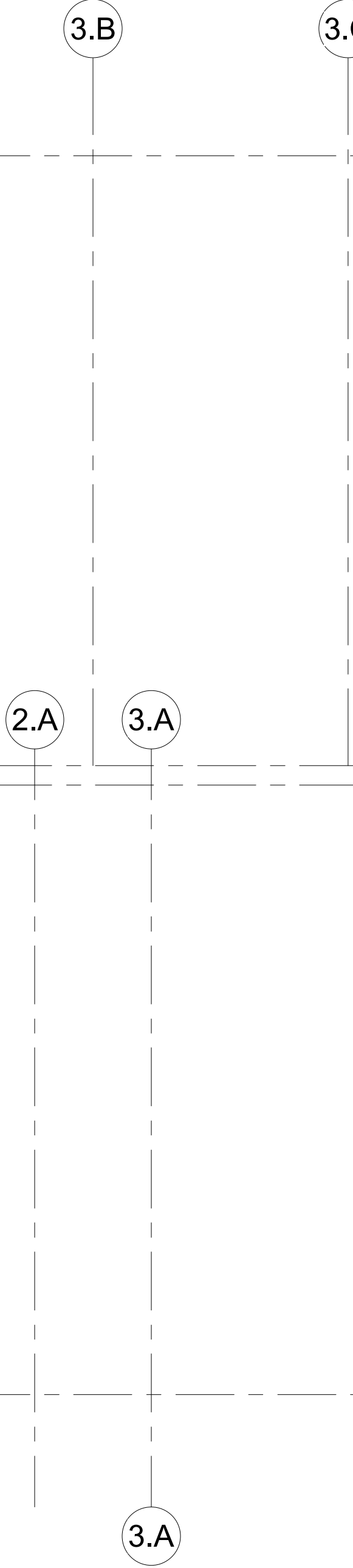
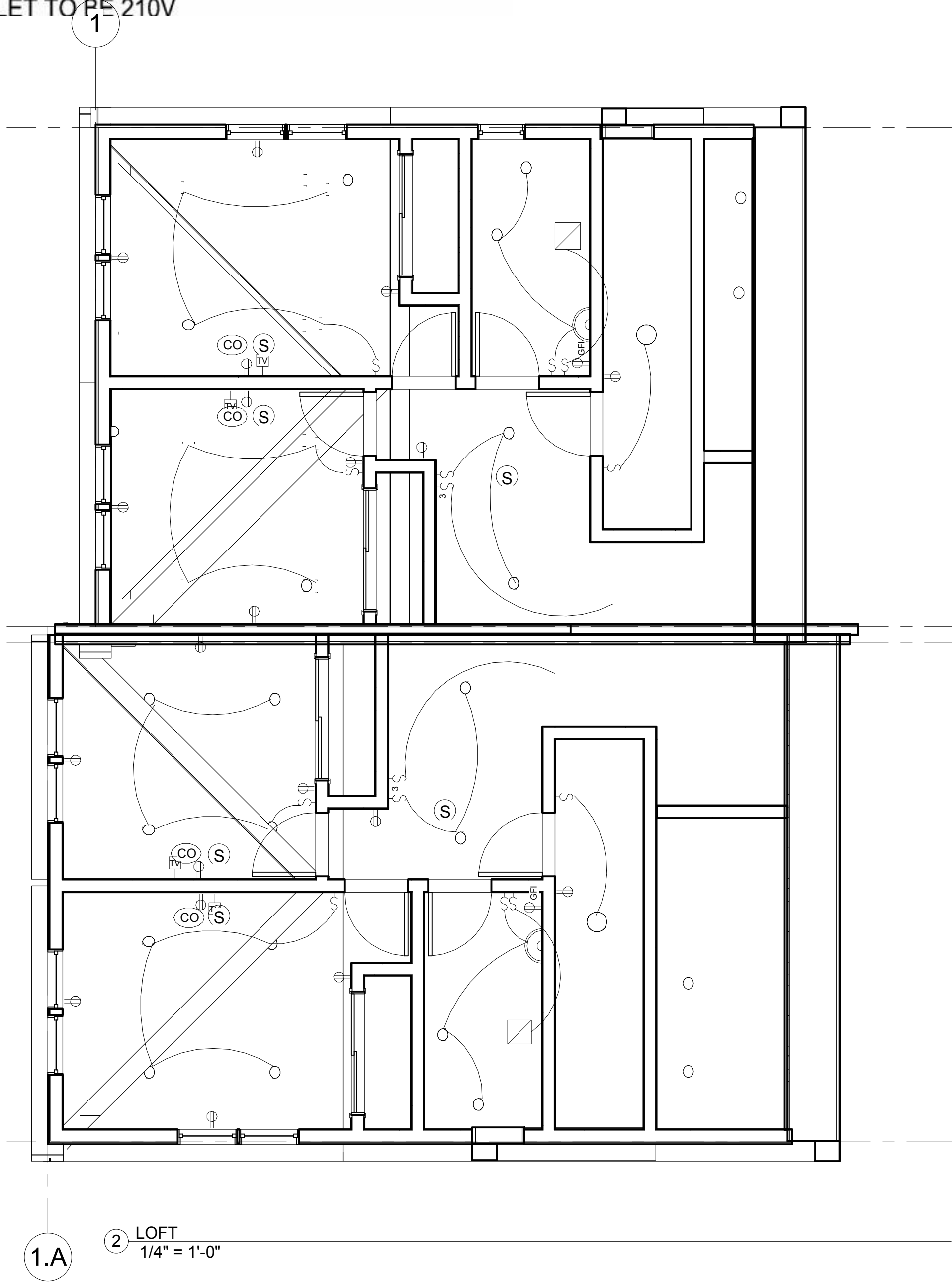
RANGE OUTLET TO PF 210V

	DIRECTIONAL SURFACE LIGHT - L.E.D.
	4" L.E.D. CAN LIGHT
	SURFACE CEILING LIGHT
	UNDER COUNTER L.E.D STRIP
	CEILING PENDANT
	WALL SCONCE
	2 X 4 FLORESCENT
	CEILING FAN

	DUPLEX OUTLET @18" U.N.O.
	DUPLEX G.F.I. OUTLET
	FLOOR OUTLET
	TV & COMM OUTLET
	SWITCH @ 42" U.N.O.
	3-WAY SWITCH @ 42" U.N.O.
	W.P. G.F.I. OUTLET
	SMOKE DETECTOR LOW V. W/ BATT.
	CO DETECTOR LOW V. W/ BATT.

 LIGHTING
1/4" = 1'-0"

 ELECTRICAL
1/4" = 1'-0"



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182 DALY TWIN HOME
182 DALY AVE.
PARK CITY UT

No.	Description	Date
1	PLAN REVIEW	1-13-2020

Project number 1512
Date 10-28-2019

UPPER &
LOFT
CEILNIG

A9.02
Scale 1/4" = 1'-0"



October 25, 2018

1055 Norfolk, LLC Series 180 Daly and
1055 Norfolk, LLC series 182 Daly
Attn: David Baglino
P.O. Box 684206
Park City, UT 84068

CC: Kevin Horn

NOTICE OF PLANNING COMMISSION ACTION

Description

Project Description: 182 Daly Avenue Duplex Conditional Use Permit
Project Number: PL-17-03708
Project Address: 182 Daly Avenue
Date of Final Action: October 24, 2018

Action Taken

On October 24, 2018 the Planning Commission conducted a public hearing and approved the 182 Daly Avenue Duplex Conditional Use Permit (CUP) according to the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact:

1. The property is located at 182 Daly Avenue.
2. The Park City Council approved the Daly Delight Plat Amendment at this location on July 12, 2018. The final Mylar has not yet been recorded.
3. The Historic District Design Review (HDDR) application for the proposed for the new Duplex Dwelling is on hold, pending Planning Commission approval of the Steep Slope Conditional Use Permit and Duplex Dwelling Conditional Use Permit.
4. The property is located within the Historic Residential (HR-1) District and meets the purpose of the zone.
5. A Duplex Dwelling is a conditional use in the HR-1 District.
6. Following recording of the plat amendment, the lot will contain 5,329 square feet. This is an uphill lot with an average slope of approximately 44%.
7. Access to the property is from Daly Avenue, a public street.
8. Two (2) parking spaces are provided for each unit. The southerly unit provides one (1) parking space in the garage and one (1) parking space in the driveway. The northerly unit provides two (2) parking spaced in a tandem configuration in the garage. The entire site provides a total of four (4) parking spaces.

9. The neighborhood is characterized by a mix of historic and non-historic residential structures (single-family and Duplex Dwellings). The streetscape is dominated by garages, parking pads, and pedestrian entryways. The homes are a mix of one- to two-story residential developments.
10. An overall building footprint of 1,974 square feet is proposed. The maximum allowed footprint for this lot is 1,975 square feet.
11. The proposed Duplex Dwelling complies with the front and rear yard setbacks. The minimum front and rear yard setbacks are 12 feet, for a total of 25 feet; the applicant is proposing a 12 foot front yard and 19 foot rear yard setback, for a total of 31 feet.
12. The proposed addition complies with the side yard setbacks. The minimum side yard setbacks are 5 feet, for a total of 14 feet. The historic house has a 9 foot side yard setback on the north and 5 foot setback on the south, for a total of 14 feet.
13. The proposed Duplex Dwelling complies with the twenty-seven feet (27') maximum building height requirement measured from existing grade. Portions of the house are less than twenty seven feet (27') in height. The 10 foot minimum horizontal step in the downhill façade has a maximum height of 23 feet with a 24 foot 6 inch tall architectural feature measuring 11 feet 4 inches wide (which equates to less than 25% of the façade width). The Contributory Roof Form has a 7:12 pitch which complies with the Contributing Roof Form requirement of 7:12 – 12:12 pitch. The Secondary Roof Form has a 3:12 pitch and is subordinate to the Contributory Roof Form.
14. The proposed addition has an interior height of 35 feet, which complies with the required interior height of 35 feet.
15. There are no unmitigated impacts to LMC 15-1-10(E)(1) Size and location of the site, as the Lot containing the Duplex Dwelling is 5,329 square feet. Per LMC 15-2.2-3 Lot And Site Requirements, Developments consisting of a Duplex Dwelling require a Lot Area at least equal to 3,750 square feet. The proposed site complies with the minimum lot size for a Duplex Dwelling.
16. There are no unmitigated impacts to LMC 15-1-10(E)(2) Traffic considerations including capacity of the existing Streets in the Area, as the Duplex Dwelling will be adding additional vehicles to Daly Avenue, as do all developments on Daly Avenue. Staff does not find that the proposed Duplex Dwelling will add any more vehicles to Daly Avenue than what would be added if two (2) Single-Family Dwellings were constructed on this site (had it been divided into two lots). This site could hold two (2) Single-Family Dwellings on two lots within the same property boundary, but the applicant has proposed to construct a Duplex Dwelling on a single lot instead. The proposed design meets the requirements for parking as indicated in the Review Criteria 5.
17. There are no unmitigated impacts to LMC 15-1-10(E)(3) Utility capacity, as this project has been reviewed by the applicable utility companies and internal departments. No concerns were brought up by those entities during their review. The applicant has provided information regarding the proposed utility plan on the Site Plan (Sheet A1.0).
18. There are no unmitigated impacts to LMC 15-1-10(E)(4) Emergency vehicle access as Emergency vehicles will access the site directly from Daly Avenue. No issues have been identified at this time.
19. There are no unmitigated impacts to LMC 15-1-10(E)(5) Location and amount of off street parking, as two (2) parking spaces are provided for each unit. The southerly

unit provides one (1) parking space in the garage and one (1) parking space in the driveway. The northerly unit provides two (2) parking spaced in a tandem configuration in the garage. The entire site provides a total of four (4) parking spaces.

20. There are no unmitigated impacts to LMC 15-1-10(E)(6) Internal vehicular and pedestrian circulation system, as vehicular and pedestrian access to the site is from Daly Avenue, a public road. The proposed driveways lead to two (2) single-car garages. At the edge of curb, the applicant has incorporated driveways with a maximum width of 12 feet. This driveway design is consistent with the driveways of new construction in the Historic District.
21. There are no unmitigated impacts to LMC 15-1-10(E)(7) Fencing, Screening and landscaping to separate the Use from adjoining Uses, as Fencing and/or screening has not been proposed for the site. This is consistent with the Daly Avenue streetscape because a Duplex Use is not uncommon on Daly Avenue. The applicant has incorporated a series of terraced retaining walls to regain Natural Grade along the periphery of the structure. These terraced retaining walls will be vegetated in each terrace which will help to shield any further impact. The retaining walls throughout the site will not change grade more than 4 feet from Existing Grade.
22. There are no unmitigated impacts to LMC 15-1-10(E)(8) Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots, as The proposed Duplex Dwelling is located on the lot in a manner that reduces the visual and environmental impacts. The Duplex Dwelling steps with the hillside which minimizes the mass and scale while still contributing to the development pattern of the Historic District. The applicant has incorporated a series of terracing retaining walls which eliminated the need for large and out of scale retaining walls.
23. There are no unmitigated impacts to LMC 15-1-10(E)(9) Usable Open Space, as the proposed structure complies with all applicable lot and site requirements, thus providing open space similar to that provided by other development on Daly Avenue
24. There are no unmitigated impacts to LMC 15-1-10(E)(10) Signs and lighting, as the proposal does not include any signs. All exterior lighting features will be down-lit and shielded.
25. There are no unmitigated impacts to LMC 15-1-10(E)(11)_Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing, as the proposed design is visually compatible with the neighborhood, similar in scale and mass to surrounding structures, and visual impacts are mitigated. The applicant has staggered the units of the duplex to reduce the overall width and bulk at the street. The applicant broke up the mass of the new structure by incorporating multiple roof lines and articulation of the wall planes. By breaking up the structure into a series of smaller components, the entire structure is more compatible with the Historic District. The areas of the structure above grade will appear to be one to two stories in height, which is compatible with the existing house and the neighborhood overall.
26. There are no unmitigated impacts to LMC 15-1-10(E)(12) Noise, vibration, odors, steam, or other mechanical factors that might affect people and property Off-site, as the mechanical room for the proposed project is located within the building and is not accessible from the exterior of the building.

27. There are no unmitigated impacts to LMC 15-1-10(E)(13) Control of delivery and service vehicles, loading and unloading zones, and Screening of trash pickup Areas, as this is a Duplex Dwelling which is consistent with other residential uses on Daly Avenue. No delivery, loading, or trash pick-up areas will be more intensive than the existing development on the street.
28. There are no unmitigated impacts to LMC 15-1-10(E)(14) Expected Ownership and management of the project as primary residences, Condominiums, time interval ownership, nightly rental, or commercial tenancies, how the form of ownership affects taxing entities, as this property will be sold to a private property owner. Each unit will be under one owner until a condominium plat amendment is recorded (there is no Condominium Plat Amendment application on file with the Planning Department at this time).
29. There are no unmitigated impacts to LMC 15-1-10(E)(15) Within and adjoining the Site, impacts on Environmentally Sensitive Lands, Slope retention, and appropriateness of the proposed Structure to the topography of the Site, as the property is located outside the Park City Landscaping and Maintenance of Soil Cover Ordinance (Soils Ordinance) and therefore is not regulated by the City for mine related impacts. If the property owner does encounter mine waste or mine waste impacted soils they must handle the material in accordance to State and Federal law. Staff has included this as Condition of Approval #13 of the Steep Slope Conditional Use Permit.
30. There are no unmitigated impacts to LMC 15-1-10(E)(16) Reviewed for consistency with the goals and objectives of the Park City General Plan; however such review for consistency shall not alone be binding, as the proposed Duplex Dwelling fulfills the Goals, Objectives, and/or Implantation Strategies of the General Plan, including Goal 15: Preserve the integrity, mass, scale, compatibility and historic fabric of the nationally and locally designated historic resources and districts for future generations
31. The property was posted and notice was mailed to property owners within 300 feet on October 10, 2018. Legal notice was also published in the Park Record in accordance with requirements of the Land Management Code on October 6, 2018.
32. The Findings in the Analysis section of this report are incorporated herein.

Conclusions of Law

1. The application complies with all requirements of the LMC and satisfies all Conditional Use Permit review criteria for a Multi-Unit Dwelling as established by the [LMC 15-1-10](#).
2. The Use, as conditioned, is Compatible with surrounding Structures in Use, scale, mass and circulation; and
3. The effects of any differences in Use or scale have been mitigated through careful planning.

Conditions of Approval

1. All Standard Project Conditions shall apply.
2. City approval of a construction mitigation plan is a condition precedent to the issuance of any building permits.
3. City Engineer review and approval of all appropriate grading, utility installation, public improvements and drainage plans for compliance with City standards, to include driveway and Parking Area layout, is a condition precedent to building permit

issuance. An approved shoring plan is required prior to excavation.

4. A landscape plan is required to be submitted with the building permit. Changes to an approved landscape plan must be reviewed and approved by the Planning Department prior to landscape installation.
5. This approval will expire on October 24, 2019, if a complete building permit submittal has not been received, unless a written request for an extension is received and approved by the Planning Director prior to the date of expiration
6. Recordation of the Plat is required prior to building permit issuance.
7. Modified 13-D fire sprinkler system is required.

If you have any questions or concerns regarding this letter, please do not hesitate to call me at 435-615-5059 or contact me by email at hannah.tyler@parkcity.org.

Sincerely,

A handwritten signature in black ink, appearing to read 'Hannah M. Tyler', written in a cursive style.

Hannah M. Tyler
Planner



October 25, 2018

1055 Norfolk, LLC Series 180 Daly and
1055 Norfolk, LLC series 182 Daly
Attn: David Baglino
P.O. Box 684206
Park City, UT 84068

CC: Kevin Horn

NOTICE OF PLANNING COMMISSION ACTION

Description

Project Description: 182 Daly Avenue Steep Slope Conditional Use Permit
Project Number: PL-16-03084
Project Address: 182 Daly Avenue
Date of Final Action: October 24, 2018

Action Taken

On October 24, 2018 the Planning Commission conducted a public hearing and approved the 182 Daly Avenue Steep Slope Conditional Use Permit (CUP) according to the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact:

1. The property is located at 182 Daly Avenue.
2. The Park City Council approved the Daly Delight Plat Amendment at this location on July 12, 2018. The final Mylar has not yet been recorded.
3. The Historic District Design Review (HDDR) application for the proposed for the new Duplex Dwelling is on hold, pending Planning Commission approval of the Steep Slope Conditional Use Permit and Duplex Dwelling Conditional Use Permit.
4. The property is located within the Historic Residential (HR-1) District and meets the purpose of the zone.
5. A Duplex Dwelling is a conditional use in the HR-1 District.
6. Following recording of the plat amendment, the lot will contain 5,329 square feet. This is an uphill lot with an average slope of approximately 44%.
7. Access to the property is from Daly Avenue, a public street.
8. Two (2) parking spaces are provided for each unit. The southerly unit provides one (1) parking space in the garage and one (1) parking space in the driveway. The northerly unit provides two (2) parking spaced in a tandem configuration in the garage. The entire site provides a total of four (4) parking spaces.

9. The neighborhood is characterized by a mix of historic and non-historic residential structures (single-family and Duplex Dwellings). The streetscape is dominated by garages, parking pads, and pedestrian entryways. The homes are a mix of one- to two-story residential developments.
10. An overall building footprint of 1,974 square feet is proposed. The maximum allowed footprint for this lot is 1,975 square feet.
11. The proposed Duplex Dwelling complies with the front and rear yard setbacks. The minimum front and rear yard setbacks are 12 feet, for a total of 25 feet; the applicant is proposing a 12 foot front yard and 19 foot rear yard setback, for a total of 31 feet.
12. The proposed addition complies with the side yard setbacks. The minimum side yard setbacks are 5 feet, for a total of 14 feet. The historic house has a 9 foot side yard setback on the north and 5 foot setback on the south, for a total of 14 feet.
13. The proposed Duplex Dwelling complies with the twenty-seven feet (27') maximum building height requirement measured from existing grade. Portions of the house are less than twenty seven feet (27') in height. The 10 foot minimum horizontal step in the downhill façade has a maximum height of 23 feet with a 24 foot 6 inch tall architectural feature measuring 11 feet 4 inches wide (which equates to less than 25% of the façade width). The Contributory Roof Form has a 7:12 pitch which complies with the Contributing Roof Form requirement of 7:12 – 12:12 pitch. The Secondary Roof Form has a 3:12 pitch and is subordinate to the Contributory Roof Form.
14. The proposed addition has an interior height of 35 feet, which complies with the required interior height of 35 feet.
15. The proposal complies with Criteria 1: Location of Development as the proposed Duplex Dwelling is located on the lot in a manner that reduces the visual and environmental impacts. The Duplex Dwelling steps with the hillside which minimizes the mass and scale while still contributing to the development pattern of the Historic District. The applicant has incorporated a series of terracing retaining walls which eliminated the need for large and out of scale retaining walls.
16. The proposal complies with Criteria 2: Visual Analysis as the visual analysis, streetscape, and cross canyon view demonstrate that the proposed design is visually compatible with the neighborhood, similar in scale and mass to surrounding structures, and visual impacts are mitigated. The applicant has staggered the units of the duplex to reduce the overall width and bulk at the street. The side yard will be re-vegetated following construction. The terraced retaining walls mitigate the visual impact of the steep grade. The terraces will not change grade by more than 4 feet and occur within the property.
17. The proposal complies with Criteria 3: Access as the proposed driveways lead to two (2) single-car garages. At the edge of curb, the applicant has incorporated driveways with a maximum width of 12 feet. This driveway design is consistent with the driveways of new construction in the Historic District. The grade at the street is minimal which has reduced the need for extensive retaining at the street front. Any retaining to accommodate the pedestrian access will be less than 4 feet and occur within the property.
18. The proposal complies with Criteria 4: Terracing as the applicant has incorporated a series of terraced retaining walls to regain Natural Grade along the periphery of the structure. These terraced retaining walls will be vegetated in each terrace which will help to shield any further impact. The retaining walls throughout the site will not

change grade more than 4 feet from Existing Grade.

19. The proposal complies with Criteria 5: Building Location as the new structure's building pad location, access, and infrastructure are located in such a manner as to minimize cut and fill that would alter the perceived natural topography. The design steps with the grade of the lot which allows for the mass and scale to be compatible with development patterns in the Historic District.
20. The proposal complies with Criteria 6: Building Form and Scale as the applicant broke up the mass of the new structure by incorporating multiple roof lines and articulation of the wall planes. By breaking up the structure into a series of smaller components, the entire structure is more compatible with the Historic District. The areas of the structure above grade will appear to be one to two stories in height, which is compatible with the existing house and the neighborhood overall.
21. The proposal complies with Criteria 7: Setbacks as the new structure complies with all applicable setbacks. The applicant has worked to break up the mass and scale of the structure through incorporating smaller components, multiple roof lines, and articulation of the wall planes.
22. The proposal complies with Criteria 8: Dwelling Volume as the proposed design is articulated and broken into compatible massing components. The design includes setback variations and lower building heights for portions of the structure. The proposed massing and architectural design components are compatible with both the volume and massing of single-family and other Duplex Dwellings in the area. The design minimizes the visual mass and mitigates the differences in scale between the proposed Duplex Dwelling and surrounding structures.
23. The proposal complies with Criteria 9: Building Height (Steep Slope) as the proposed new construction complies with the twenty-seven feet (27') maximum building height requirement measured from existing grade at the highest point. The height of the new structure is 27 feet above existing grade. As designed, the duplex dwelling is compatible in mass and scale with houses in the surrounding neighborhood.
24. No lighting has been proposed at this time. Lighting will be reviewed at the time of the Building Permit application for compliance with the LMC lighting code standards and Design Guidelines.
25. The Conditional Use Permit (CUP) for "Construction on a Steep Slope" at 182 Daly Avenue was deemed complete on December 12, 2017.
26. The property was posted and notice was mailed to property owners within 300 feet on October 10, 2018. Legal notice was also published in the Park Record in accordance with requirements of the LMC on October 6, 2018.
27. The property is located outside of the Soils Ordinance.
28. The findings in the Analysis section of this report are incorporated herein.

Conclusions of Law

1. The CUP, as conditioned, is consistent with the Park City Land Management Code, specifically section 15-2.2-6.
2. The Use is consistent with the Park City General Plan, as amended.
3. The effects of any differences in use or scale have been mitigated through careful planning.

Conditions of Approval

1. All Standard Project Conditions shall apply.
2. City approval of a construction mitigation plan is a condition precedent to the issuance of any building permits. The CMP shall include language regarding the method of protecting adjacent structures.
3. City Engineer review and approval of all lot grading, utility installations, public improvements and drainage plans for compliance with City standards is a condition precedent to building permit issuance.
4. No building permit for construction of the new addition shall be issued until the Daly Delight Subdivision plat is recorded.
5. This approval will expire on October 24, 2019, if a building permit has not been issued by the building department before the expiration date, unless an extension of this approval has been requested in writing prior to the expiration date and is granted by the Planning Director.
6. Plans submitted for a Building Permit must substantially comply with the plans reviewed and approved by the Planning Commission on October 24, 2018, and the Final HDDR Design.
7. All retaining walls within any of the setback areas shall not exceed more than six feet (6') in height measured from final grade unless an exception is granted by the City Engineer per the LMC, Chapter 4.
8. Modified 13-D residential fire sprinklers are required for all new construction on this lot.
9. All exterior lighting, on porches, decks, garage doors, entryways, etc. shall be shielded to prevent glare onto adjacent property and public rights-of-way and shall be subdued in nature. Light trespass into the night sky is prohibited. Final lighting details will be reviewed by the Planning Staff prior to installation.
10. Construction waste should be diverted from the landfill and recycled when possible.
11. To the extent possible, existing Significant Vegetation shall be maintained on Site and protected during construction. When approved by the Planning Department in writing to be removed, the Significant Vegetation shall be replaced with equivalent landscaping in type and size. Multiple trees equivalent in caliper to the size of the removed Significant Vegetation may be considered instead of replacement in kind and size.
12. All excavation work to construct the foundation of the new addition shall start on or after April 15th and be completed on or prior to October 15th. The Planning Director may make a written determination to extend this period up to 30 additional days if, after consultation with the Historic Preservation Planner, Chief Building Official, and City Engineer, determines that it is necessary based upon the need to immediately stabilize an existing Historic property, or specific site conditions such as access, or lack thereof, exist, or in an effort to reduce impacts on adjacent properties.
13. The property is located outside the Park City Landscaping and Maintenance of Soil Cover Ordinance (Soils Ordinance) and therefore not regulated by the City for mine related impacts. If the property owner does encounter mine waste or mine waste impacted soils they must handle the material in accordance to State and Federal law.
14. All development will have to provide elevation certificates certifying compliance with the minimum FEMA Flood Zone requirements.

If you have any questions or concerns regarding this letter, please do not hesitate to call me at 435-615-5059 or contact me by email at hannah.tyler@parkcity.org.

Sincerely,

A handwritten signature in black ink, appearing to read 'Hannah M. Tyler', with a stylized, cursive script.

Hannah M. Tyler
Planner



October 25, 2018

1055 Norfolk, LLC Series 180 Daly and
1055 Norfolk, LLC series 182 Daly
Attn: David Baglino
P.O. Box 684206
Park City, UT 84068

CC: Kevin Horn

NOTICE OF PLANNING DEPARTMENT ACTION

Project Description: 182 Daly Avenue Historic District Design Review (HDDR)
Project Number: PL-17-03708
Project Address: 182 Daly Avenue
Date of Final Action: October 25, 2018

Summary of Staff Action

Staff reviewed this HDDR application for compliance with the 2009 Historic District Design Guidelines, specifically with 1) Universal Guidelines for New Construction in Historic Districts (#1 through #8) and 2) Specific Guidelines: A. Site Design; B. Primary Structures; D. Off-Street Parking Areas, Garages, & Driveways; G. Exterior Lighting; and I. Sustainability. Staff found that as conditioned the proposed new single-family home will comply with applicable Guidelines. This letter serves as the final action letter and approval for the proposed design for the new Duplex Dwelling at 182 Daly Avenue. The plans, as redlined, are approved subject to the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The property is located at 182 Daly Avenue.
2. The Park City Council approved the Daly Delight Plat Amendment at this location on July 12, 2018.
3. The property is located within the Historic Residential (HR-1) District and meets the purpose of the zone.
4. A Duplex Dwelling is a Conditional Use in the HR-1 District.
5. Following recording of the plat amendment, the lot will contain 5,329 square feet. This is an uphill lot with an average slope of approximately 44%.
6. Access to the property is from Daly Avenue, a public street.
7. Two (2) parking spaces are provided for each unit. The southerly unit provides one (1) parking space in the garage and one (1) parking space in the driveway.

The northerly unit provides two (2) parking spaces in a tandem configuration in the garage. The entire site provides a total of four (4) parking spaces.

8. The neighborhood is characterized by a mix of historic and non-historic residential structures (single-family and Duplex Dwellings). The streetscape is dominated by garages, parking pads, and pedestrian entryways. The homes are a mix of one- to two-story residential developments.
9. An overall building footprint of 1,974 square feet is proposed. The maximum allowed footprint for this lot is 1,975 square feet.
10. The proposed Duplex Dwelling complies with the front and rear yard setbacks. The minimum front and rear yard setbacks are 12 feet, for a total of 25 feet; the applicant is proposing a 12 foot front yard and 19 foot rear yard setback, for a total of 31 feet.
11. The proposal complies with the side yard setbacks. The minimum side yard setbacks are 5 feet, for a total of 14 feet. The historic house has a 9 foot side yard setback on the north and 5 foot setback on the south, for a total of 14 feet.
12. The proposed Duplex Dwelling complies with the twenty-seven feet (27') maximum building height requirement measured from existing grade. Portions of the house are less than twenty seven feet (27') in height. The 10 foot minimum horizontal step in the downhill façade has a maximum height of 23 feet with a 24 foot 6 inch tall architectural feature measuring 11 feet 4 inches wide (which equates to less than 25% of the façade width). The Contributory Roof Form has a 7:12 pitch which complies with the Contributing Roof Form requirement of 7:12 – 12:12 pitch. The Secondary Roof Form has a 3:12 pitch and is subordinate to the Contributory Roof Form.
13. The proposed addition has an interior height of 35 feet, which complies with the required interior height of 35 feet.
14. Planning Commission approved the Steep Slope Conditional Use Permit on October 24, 2018. The application complies with all requirements of the LMC and satisfies all Conditional Use Permit review criteria for as established by the LMC 15-2.2-6.
15. Planning Commission approved the Duplex Conditional Use Permit on October 24, 2018. The application complies with all requirements of the LMC and satisfies all Conditional Use Permit review criteria for a Multi-Unit Dwelling as established by the LMC 15-1-10.
16. The proposed development is located on the lot in a manner that reduces the visual and environmental impacts. The Duplex Dwelling steps with the hillside which minimizes the mass and scale while still contributing to the development pattern of the Historic District. The applicant has incorporated a series of terracing retaining walls which eliminated the need for large and out of scale retaining walls.
17. The applicant submitted a visual analysis, cross valley views, and a streetscape showing a contextual analysis of visual impacts of this Duplex Dwelling. The applicant has staggered the units of the duplex to reduce the overall width and bulk at the street. The side yard will be re-vegetated following construction. The terraced retaining walls mitigate the visual impact of the steep grade. The terraces will not change grade by more than 4 feet and occur within the property.

18. Access as the proposed driveways lead to two (2) single-car garages. At the edge of curb, the applicant has incorporated driveways with a maximum width of 12 feet. This driveway design is consistent with the driveways of new construction in the Historic District. The grade at the street is minimal which has reduced the need for extensive retaining at the street front. Any retaining to accommodate the pedestrian access will be less than 4 feet and occur within the property.
19. The applicant has incorporated a series of terraced retaining walls to regain Natural Grade along the periphery of the structure. These terraced retaining walls will be vegetated in each terrace which will help to shield any further impact. The retaining walls throughout the site will not change grade more than 4 feet from Existing Grade.
20. The new structure's building pad location, access, and infrastructure are located in such a manner as to minimize cut and fill that would alter the perceived natural topography. The design steps with the grade of the lot which allows for the mass and scale to be compatible with development patterns in the Historic District.
21. The applicant broke up the mass of the new structure by incorporating multiple roof lines and articulation of the wall planes. By breaking up the structure into a series of smaller components, the entire structure is more compatible with the Historic District. The areas of the structure above grade will appear to be one to two stories in height, which is compatible with the existing house and the neighborhood overall.
22. The new structure complies with all applicable setbacks. The applicant has worked to break up the mass and scale of the structure through incorporating smaller components, multiple roof lines, and articulation of the wall planes.
23. The proposed design is articulated and broken into compatible massing components. The design includes setback variations and lower building heights for portions of the structure. The proposed massing and architectural design components are compatible with both the volume and massing of single-family and other Duplex Dwellings in the area. The design minimizes the visual mass and mitigates the differences in scale between the proposed Duplex Dwelling and surrounding structures.
24. No lighting has been proposed at this time. Lighting will be reviewed at the time of the Building Permit application for compliance with the LMC lighting code standards and Design Guidelines.
25. The property is not listed as a historically significant site as defined in the Park City Historic Sites Inventory.
26. The proposal complies with Universal Guideline #1 as the new building reflects the historic character, simple building forms, unadorned materials, and restrained ornamentation of Park City's Historic Sites.
27. The proposal complies with Universal Guideline #2 as the new building does not directly imitate existing historic structures in Park City.
28. The proposal complies with Universal Guideline #3 a style of architecture has been selected and all elevations of the building and is designed in a manner that is consistent with a contemporary interpretation of the chosen style.
29. The proposal complies with Universal Guideline #4 as the building and site

- design respect the existing topography, character defining site features, and minimize the cut, fill, and retaining walls.
30. The proposal complies with Universal Guideline #5 as the exterior elements of the new development are of human scale and are compatible with neighboring Historic Sites.
 31. The proposal complies with Universal Guideline #6 as the scale and height of the new structure follows the predominant pattern of the neighborhood with special consideration given to Historic Sites.
 32. The proposal complies with Universal Guideline #7 as the size and mass of the structure is compatible with the size of the property so that lot coverage, building bulk, and mass are compatible with Historic Sites in the neighborhood.
 33. The proposal complies with Universal Guideline #8 as the new construction activity will not physically damage nearby Historic Sites.
 34. The proposal complies with A. Site Design as the Building Setbacks and Orientation (A.1), Lot Coverage (A.2), Fences (A.3), Site Grading and Steep Slope Issues (A.4), and Landscaping (A.5) as the structure and any Landscaping or Site Grading is incorporated into the existing topography.
 35. The proposal complies with B.1 Mass, Scale, and Height, as the structure and improvements on the site are visually compatible with the surrounding Historic Sites in their mass, relation to open space, overall length, variation in roof heights, and traditional façade patterns.
 36. The proposal complies with B.2 Key Building Elements as the roof forms are visually compatible with the Historic District, the materials are compatible in scale, proportion, texture, finish, and color to those used on Historic Sites in the neighborhood. In addition the ratio of openings-to-solids are compatible with surrounding historic buildings, porches have been incorporated into the designs, and mechanical and utility systems have been shielded from view from the Public Right-of-Way.
 37. C. Reconstruction of Non-Surviving Structures is not applicable.
 38. The proposal complies with D. Off-Street Parking Areas, Garages, and Driveways as two (2) parking spaces are provided for each unit. The southerly unit provides one (1) parking space in the garage and one (1) parking space in the driveway. The northerly unit provides two (2) parking spaced in a tandem configuration in the garage. The entire site provides a total of four (4) parking spaces.
 39. E. Signs is not applicable.
 40. F. Awnings is not applicable.
 41. G. Exterior Lighting is incomplete as the proposed exterior lighting will be reviewed as a part of the Building Permit.
 42. H. Accessory Structures is not applicable.
 43. I. Sustainability is not applicable.
 44. J. Mailboxes, Utility Boxes, and Other Visual Elements in the Landscape is not applicable.
 45. The HDDR application was deemed complete on December 12, 2017.
 46. The Conditional Use Permit (CUP) for "Construction on a Steep Slope" at 182 Daly Avenue was deemed complete on December 12, 2017.
 47. The Conditional Use Permit (CUP) for a Duplex Dwelling at 182 Daly Avenue

was deemed complete on December 12, 2017.

48. On December 12, 2017, Staff posted notice of receipt of the HDDR application and sent out notice letters to property owners as required by the Land Management Code.

49. On October 25, 2018, Staff posted notice of final action as required by the Land Management Code. The appeal period runs until 5 pm on November 5, 2018.

Conclusion of Law

1. The proposal complies with the 2009 Park City Design Guidelines for Historic Districts and Historic Sites, as conditioned.
2. The proposal complies with the Land Management Code requirements pursuant to the Historic Residential (HR-1) District (lot size, setbacks, etc.).
3. The proposed work is consistent with Park City General Plan.

Conditions of Approval

1. Receipt and approval of a Construction Mitigation Plan (CMP) by the Building Department is a condition precedent to the issuance of any building permit. The CMP shall consider and mitigate impacts to the existing neighboring structures, and existing infrastructure/streets from the construction. All anticipated road closures shall be described and permitted in advance by the Building Department.
2. Final building plans and construction details shall reflect substantial compliance with the drawings stamped in on September 20, 2018 and October 3, 2018 and approved on October 25, 2018, as redlined. Any changes, modifications, or deviations from the approved design shall be reviewed and approved by the Planning Director prior to construction. Any changes, modifications, or deviations from the approved work that have not been approved by the Planning and Building Departments may result in a stop work order.
3. The designer and/or applicant shall be responsible for coordinating the approved architectural drawings/documents with the approved construction drawings/documents. The overall aesthetics of the approved architectural drawings/documents shall take precedence. Any discrepancies found among these documents that would cause a change in the approved construction shall be reviewed and approved prior to construction.
4. If a complete building permit has not been obtained by October 25, 2019, this HDDR approval will expire, unless an extension is requested prior to the expiration date and granted by the Planning Department.
5. The City Engineer shall review and approve all appropriate grading, utility installation, public improvements, drainage plans, and flood plain issues, for compliance with City and Federal standards, and this is a condition precedent to building permit issuance.
6. All excavation work to construct the foundation of the new addition shall start on or after April 15th and be completed on or prior to October 15th. The Planning Director may make a written determination to extend this period up to 30 additional days if, after consultation with the Historic Preservation Planner, Chief Building Official, and City Engineer, determines that it is necessary based upon

the need to immediately stabilize an existing Historic property, or specific site conditions such as access, or lack thereof, exist, or in an effort to reduce impacts on adjacent properties.

7. Any areas disturbed during construction surrounding the proposed work shall be brought back to its original state.
8. A final Landscape Plan shall be submitted to the City for review prior to building permit issuance. Such plan will include water efficient landscaping and drip irrigation. Lawn area shall be limited in area. Existing trees shall be shown on the final Landscape Plan and shall be maintained, unless permission is granted by the City Engineer and/or City Forester for removal. Mitigation shall be proposed for all Significant Vegetation proposed to be removed.
9. Construction waste should be diverted from the landfill and recycled when possible.
10. All exterior lighting shall meet Park City's lighting ordinance and be downward directed and shielded, including any existing lighting that does not currently comply.
11. All electrical service equipment and sub-panels and all mechanical equipment, except those owned and maintained by public utility companies and solar panels, shall be painted to match the surrounding wall color or painted and screened to blend with the surrounding natural terrain. Roof mounted equipment and vents shall be painted to match the roof and/or adjacent wall color and shall be screened or integrated into the design of the structure.
12. All exterior wood siding shall be painted or stained a solid color, and when possible, a low VOC (volatile organic compound) paint and finish shall be used. Provide a weather protective finish to wood surfaces that were not historically painted.
13. Stone retaining walls shall consist of square, natural stones, small in size that a miner could carry.
14. All windows shall be trimmed and the trim shall be consistent on all exterior windows.
15. All stone veneer should consist of natural stone.
16. All exterior concrete must be textured.
17. All exterior steel guardrails and metal trim must be non-reflective.
18. Hot tubs require a building permit and compliance with the zone setbacks.
19. Approval of this HDDR was noticed on October 25, 2019, and any approval is subject to a 10 day appeal period.
20. All standard conditions of approval shall apply (see attached).

If you have any questions or concerns regarding this letter, please do not hesitate to call me at 435-615-5059 or contact me by email at hannah.tyler@parkcity.org.

Sincerely,



Hannah M. Tyler
Planner

**PARK CITY MUNICIPAL CORPORATION
STANDARD PROJECT CONDITIONS**

1. The applicant is responsible for compliance with all conditions of approval.
2. The proposed project is approved as indicated on the final approved plans, except as modified by additional conditions imposed by the Planning Commission at the time of the hearing. The proposed project shall be in accordance with all adopted codes and ordinances; including, but not necessarily limited to: the Land Management Code (including Chapter 5, Architectural Review); International Building, Fire and related Codes (including ADA compliance); the Park City Design Standards, Construction Specifications, and Standard Drawings (including any required snow storage easements); and any other standards and regulations adopted by the City Engineer and all boards, commissions, agencies, and officials of the City of Park City.
3. A building permit shall be secured for any new construction or modifications to structures, including interior modifications, authorized by this permit.
4. All construction shall be completed according to the approved plans on which building permits are issued. Approved plans include all site improvements shown on the approved site plan. Site improvements shall include all roads, sidewalks, curbs, gutters, drains, drainage works, grading, walls, landscaping, lighting, planting, paving, paths, trails, public necessity signs (such as required stop signs), and similar improvements, as shown on the set of plans on which final approval and building permits are based.
5. All modifications to plans as specified by conditions of approval and all final design details, such as materials, colors, windows, doors, trim dimensions, and exterior lighting shall be submitted to and approved by the Planning Department, Planning Commission, or Historic Preservation Board prior to issuance of any building permits. Any modifications to approved plans after the issuance of a building permit must be specifically requested and approved by the Planning Department, Planning Commission and/or Historic Preservation Board in writing prior to execution.
6. Final grading, drainage, utility, erosion control and re-vegetation plans shall be reviewed and approved by the City Engineer prior to commencing construction. Limits of disturbance boundaries and fencing shall be reviewed and approved by the Planning, Building, and Engineering Departments. Limits of disturbance fencing shall be installed, inspected, and approved prior to building permit issuance.
7. An existing conditions survey identifying existing grade shall be conducted by the applicant and submitted to the Planning and Building Departments prior to issuance of a footing and foundation permit. This survey shall be used to assist the Planning Department in determining existing grade for measurement of building heights, as defined by the Land Management Code.
8. A Construction Mitigation Plan (CMP), submitted to and approved by the Planning, Building, and Engineering Departments, is required prior to any construction. A CMP shall address the following, including but not necessarily limited to: construction staging, phasing, storage of materials, circulation,

- parking, lights, signs, dust, noise, hours of operation, re-vegetation of disturbed areas, service and delivery, trash pick-up, re-use of construction materials, and disposal of excavated materials. Construction staging areas shall be clearly defined and placed so as to minimize site disturbance. The CMP shall include a landscape plan for re-vegetation of all areas disturbed during construction, including but not limited to: identification of existing vegetation and replacement of significant vegetation or trees removed during construction.
9. Any removal of existing building materials or features on historic buildings shall be approved and coordinated by the Planning Department according to the LMC, prior to removal.
 10. The applicant and/or contractor shall field verify all existing conditions on historic buildings and match replacement elements and materials according to the approved plans. Any discrepancies found between approved plans, replacement features and existing elements must be reported to the Planning Department for further direction, prior to construction.
 11. Final landscape plans, when required, shall be reviewed and approved by the Planning Department prior to issuance of building permits. Landscaping shall be completely installed prior to occupancy, or an acceptable guarantee, in accordance with the Land Management Code, shall be posted in lieu thereof. A landscaping agreement or covenant may be required to ensure landscaping is maintained as per the approved plans.
 12. All proposed public improvements, such as streets, curb and gutter, sidewalks, utilities, lighting, trails, etc. are subject to review and approval by the City Engineer in accordance with current Park City Design Standards, Construction Specifications and Standard Drawings. All improvements shall be installed or sufficient guarantees, as determined by the City Engineer, posted prior to occupancy.
 13. The Snyderville Basin Water Reclamation District shall review and approve the sewer plans, prior to issuance of any building plans. A Line Extension Agreement with the Snyderville Basin Water Reclamation District shall be signed and executed prior to building permit issuance. Evidence of compliance with the District's fee requirements shall be presented at the time of building permit issuance.
 14. The planning and infrastructure review and approval are transferable with the title to the underlying property so that an approved project may be conveyed or assigned by the applicant to others without losing the approval. The permit cannot be transferred off the site on which the approval was granted.
 15. When applicable, access on state highways shall be reviewed and approved by the State Highway Permits Officer. This does not imply that project access locations can be changed without Planning Commission approval.
 16. Vesting of all permits and approvals terminates upon the expiration of the approval as defined in the Land Management Code, or upon termination of the permit.
 17. No signs, permanent or temporary, may be constructed on a site or building without a sign permit, approved by the Planning and Building Departments. All

multi-tenant buildings require an approved Master Sign Plan prior to submitting individual sign permits.

18. All exterior lights must be in conformance with the applicable Lighting section of the Land Management Code. Prior to purchase and installation, it is recommended that exterior lights be reviewed by the Planning Department.
19. All projects located within the Soils Ordinance Boundary require a Soil Mitigation Plan to be submitted and approved by the Building and Planning departments prior to the issuance of a Building permit.

September 2012



PLANNING DEPARTMENT

October 22, 2019

1055 Norfolk, LLC Series 180 Daly and
1055 Norfolk, LLC series 182 Daly
Attn: David Baglino
P.O. Box 684206
Park City, UT 84068

CC: Kevin Horn

NOTICE OF PLANNING DIRECTOR ACTION – HDDR EXTENSION

Project Description: 182 Daly Avenue Historic District Design Review (HDDR)
Extension
Project Number: PL-17-03708
Project Address: 182 Daly Avenue
Date of Action (Extension): October 22, 2019

Summary of Planning Director Action

The Planning Director and Project Planner have been working with the applicant since August and September of 2019 on a revised site plan for a shared driveway between 180 and 182 Daly Avenue – both of which are owned by the applicant. Due to this continued collaboration, the applicant requested an Extension to their October 25, 2018 HDDR Approval for an additional six (6) weeks in order to finalize the revised plans and submit for a Building Permit. The Planning Director hereby grants an Extension of the 182 Daly Avenue HDDR Application (PL-17-03708) to December 3, 2019.

The Findings of Fact, Conclusions of Law and Conditions of approval stated in the October 25, 2018 Action Letter continue to apply.

A handwritten signature in black ink, appearing to read "B. Erickson".

Bruce M. Erickson, AICP
Planning Director

CC: Hannah M. Tyler, AICP, Senior Planner



PLANNING DEPARTMENT

October 22, 2019

1055 Norfolk, LLC Series 180 Daly and
1055 Norfolk, LLC series 182 Daly
Attn: David Baglino
P.O. Box 684206
Park City, UT 84068

CC: Kevin Horn

NOTICE OF PLANNING DIRECTOR ACTION – HDDR EXTENSION

Project Description: 180 Daly Avenue Historic District Design Review (HDDR)
Extension
Project Number: PL-18-02939
Project Address: 180 Daly Avenue
Date of Action (Extension): October 22, 2019

Summary of Planning Director Action

The Planning Director and Project Planner have been working with the applicant since August and September of 2019 on a revised site plan for a shared driveway between 180 and 182 Daly Avenue – both of which are owned by the applicant. Due to this continued collaboration, the applicant requested an Extension to their November 6, 2018 HDDR Approval for an additional six (6) weeks in order to finalize the revised plans and submit for a Building Permit. The Planning Director hereby grants an Extension of the 182 Daly Avenue HDDR Application (PL-17-03708) to December 3, 2019.

The Findings of Fact, Conclusions of Law and Conditions of approval stated in the November 6, 2018 Action Letter continue to apply.

A handwritten signature in black ink, appearing to read "B. Erickson".

Bruce M. Erickson, AICP
Planning Director

CC: Hannah M. Tyler, AICP, Senior Planner

Council Agenda Item Report

Meeting Date: February 27, 2020

Submitted by: Caitlyn Barhorst

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve Ordinance 2020-14, an Ordinance Amending the Land Management Code of Park City, Amending Chapter 15-11 Historic Preservation
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Historic Preservation Amendments Staff Report](#)

[Exhibit A: Draft Ordinance](#)

[Exhibit B: Current Material Deconstruction Review Checklist](#)

City Council Staff Report



PLANNING DEPARTMENT

Subject: Land Management Code
Amendments to 15-11 Historic Preservation
Author: Caitlyn Barhorst, Historic Preservation Planner
Date: February 27, 2020
Type of Item: Legislative – LMC Amendment

Summary Recommendation

Staff recommends the City Council review the proposed LMC amendments, open a public hearing, and approve the amendments regarding the Land Management Code (LMC) 15-11-12.5 Historic Preservation Board Review for Material Deconstruction as outlined in the Draft Ordinance.

Description

Project Name: Land Management Code (LMC) Amendments in Chapter 15-11-2(C) Terms and Qualifications of Members; 15-11-8(A) Staff Assistance; and 15-11-12.5 Historic Preservation Board Review for Material Deconstruction
Applicant: Planning Department
Proposal: Revisions to the Land Management Code
Affected Land Management Code Chapters: 15-11 Historic Preservation
Reason for Review: LMC Amendments related to Historic Preservation require Historic Preservation Board review, Planning Commission review and City Council review and action.

Reason for the Review

Amendments to the Land Management Code (LMC) require Planning Commission recommendation and City Council adoption. The purposes of the Historic Preservation Board (HPB) include providing input to staff, the Planning Commission, and City Council to safeguard the City's heritage by protecting Historic Sites, Buildings, and/or Structures; as well as making recommendations to the Planning Commission and City Council ordinances that may encourage Historic Preservation.

Background/Analysis

The HPB reviewed the proposed amendments, made additional recommendations, and forwarded a unanimous positive recommendation to Planning Commission and City Council on February 5, 2020, as amended. The additional recommendations by HPB added clarity to the administrative review by incorporating terms, defined in LMC 15-15. [February 5, 2020 Staff Report.](#)

On February 12, 2020, the Planning Commission forwarded a unanimous positive recommendation to City Council. [February 12, 2020 Staff Report.](#)

In that report, Staff proposed amending LMC 15-11-12.5 Historic Preservation Board Review for Material Deconstruction, which was created in 2015 as a part of a larger LMC Code amendment affecting the entirety of LMC 15-11 Historic Preservation. Ordinance 15-53 established the review of all Material Deconstruction involving Buildings(s) (main, attached, detached, or public), Accessory Buildings and/or Structures designated to the Historic Sites Inventory (HSI) as Landmark or Significant. No Building Permit can be issued for any Material Deconstruction work on a Historic Site if the HPB has not reviewed and approved the plans.

Prior to 2015, the HPB Review for Material Deconstruction section did not exist because the removal of all Materials on a Historic Site was an Administrative Review (staff level). After working with the HPB and City Council since this section's creation, staff has had multiple discussions about the scope of review and possibility of returning some of the review to Administrative. Particularly during the Historic District Taskforce meetings with stakeholders (architects, residents, contractors, etc.), it was recommended to review the scope of Material Deconstruction Review and make the process more efficient. This LMC Amendment revisits what can be returned to an Administrative Review.

Presently, the removal of all Material on a Historic Site requires review and approval of the HPB. Staff finds this process, at times, over-burdensome for simple HDDR projects and could instead be reviewed administratively and achieve the same outcomes.

Staff recommends two (2) categories to review Materials on Historic Sites to create greater predictability and efficient project review while still ensuring that the HPB retains their authority to review more complex and sensitive projects. Staff identified the following two (2) categories, examples of materials within each category, and identified the potential Review Authority in **bold**:

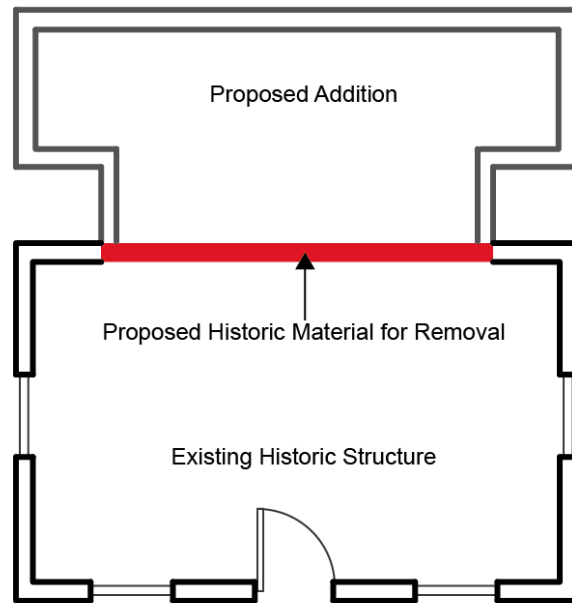
1. **Administrative Review**

- a. Ordinary Repairs and Maintenance
- b. Repair or Replacement of Historic Architectural Details
- c. Removal or Replacement of Non-Historic Architectural Details

2. **HPB Review - Removal of Historic Material to Accommodate New Additions, New Construction, or Structural Upgrades:**

- This would also include material removal triggered by the following:
Disassembly and Reassembly (Panelization), lifting a Structure (change to existing floor (USGS) elevation), Reconstruction, etc.

Figure 1- Example of Historic Material removal and reviewed by HPB:



Staff intends to have the replacement or repair of Historic and Non-Historic Materials be reviewed Administratively, while the HPB would review the **permanent removal** of such materials – meaning these items would not be replaced (see Figure 1 above for an example).

Currently, Material Deconstruction is reviewed using the HPB Review Material Deconstruction Checklist (Exhibit 2). Staff believes the current checklist is not thorough. Because of the recent rewrite of the Design Guidelines for Historic Districts and Historic Sites, staff finds that each Material Deconstruction review should be reviewed using the applicable Design Guidelines as the criteria for compliance rather than the existing HPB Review Material Deconstruction Checklist. The Design Guidelines provide enough specificity to review each type of Material Deconstruction category precisely.

For example, if an applicant was proposing to replace Historic Windows that were deemed beyond repair after sufficient documentation of the existing condition was submitted, staff would reference the following Design Guidelines for the review of this specific “Material Deconstruction” and the proposed replacement window:

- *LMC 15-13-2(A)(5) Deteriorated or damaged historic features and elements should be repaired rather than replaced. Where the severity of deterioration or existence of structural or material defects requires replacement, the feature or element should match the original in design, dimension, texture, material, and finish. The applicant must demonstrate the severity of deterioration or existence of defects by showing that the historic materials are no longer safe and/or serviceable and cannot be repaired to a safe and/or serviceable condition. If deteriorated or damaged beyond repair and significant operational energy savings can be demonstrated through a professionally calculated energy model, historic features may be replaced with energy efficient features that are similar in design, dimension, texture, material and finish.*

- LMC 15-13-2(B)(1)(d)(2) Restore historic window openings that have been altered or lost over time. On primary facades, in particular, consider reconstructing, based on physical or documentary evidence, historic window openings that no longer exist.
- LMC 15-13-2(B)(1)(d)(5) When historic windows are present, replacement windows shall be allowed only when it can be shown that the historic windows are no longer safe, energy efficient and serviceable and the historic windows cannot be made safe, energy efficient and serviceable through repair. Replacement windows shall exactly-match the historic window in size, dimensions, glazing pattern, depth, profile, and material.
- LMC 15-13-2(B)(1)(d)(6) Maintain the original number of glass panes in a historic window. Replacing multiple panes with a single pane is not appropriate. Snap-in muntins or muntins between two sheets of glass are inappropriate as these simulated dividers lack depth and fail to show the effect of true divided glass panes.
- LMC 15-13-2(B)(1)(d)(9) When no physical or documentary evidence of original windows exists, replacement windows typically shall be of wood and shall complement the style of the historic structure. When replacing non-historic windows, use designs similar to those that were found historically in Park City. Aluminum-clad wood windows are appropriate on non-historic additions or foundation level windows. Vinyl and aluminum windows are inappropriate.
- LMC 15-13-2(B)(1)(d)(10) New glazing shall match the visual appearance of historic glazing and/or be clear. Metallic, frosted, tinted, stained, textured and reflective finishes are generally inappropriate for glazing on the primary façade of the historic structure.
- LMC 15-13-2(B)(1)(d)(11) It is generally inappropriate to modify windows on the primary façade to accommodate interior changes. When a window opening is no longer functional on a primary or secondary façade visible from the right-of-way, the glazing shall be retained and the window opening shall be screened or shuttered on the interior side. The window shall appear to be functional from the exterior.

Staff included the proposed redlines below reflecting the proposed categorization of materials to be reviewed on Historic Sites and reference to the Design Guidelines for Historic Districts and Historic Sites to establish the review criteria.

15-11-12.5 Historic Preservation Board Review For Material Deconstruction

A. ~~[The Historic Preservation Board shall review and approve, approve with conditions, or deny,]~~ All Applications for Material Deconstruction involving any Building(s) (main, attached, detached, or public, Accessory Buildings and/or Structures designated to the Historic Sites Inventory as Landmark or Significant shall be subject to review and approval, approval with conditions, or denied by the following Review Authorities:

1. The Planning Director or his/her designee shall review the following:
 - a. Ordinary Repairs and Maintenance
 - b. Repair or Replacement of Historic Architectural Details

- c. Removal or Replacement of Non-Historic Architectural Details
2. The Historic Preservation Board shall review the following:
 - a. Removal of Historic Material to Accommodate New additions, New Construction, or Structural Upgrades.

Prior to issuance of a Building Permit for any Material Deconstruction work, the Review Authority [~~Historic Preservation Board~~] shall review the proposed plans for compliance with the Land Management Code 15-13 Design Guidelines For Historic Districts And Historic Sites.

~~[Planning staff shall review Material Deconstruction applications of interior elements that (1) have no impact on the exterior of the structure; or (2) are not structural in nature; or (3) the scope of work is limited to exploratory demolition.]~~

B. Material Deconstruction Reviews are subject to the following review process:

1. **COMPLETE APPLICATION.** The Owner and/or Applicant for any Property shall be required to submit a Historic Preservation Board Review For Material Deconstruction for proposed work requiring a Building Permit in order to complete the work.
2. **NOTICE.** Upon receipt of a Complete Application, but prior to taking action on any Historic Preservation Board Review for Material Deconstruction application, the Planning staff shall provide notice pursuant to Section 15-1-12 and 15-1-21 of this Code.
3. **PUBLIC HEARING AND DECISION.** Following the fourteen (14) day public notice period noted in Section 15-1-21 of this Code, the Historic Preservation Board and/or the Planning Director or his/her designee shall hold a public hearing and make written findings, conclusions of law, and conditions of approval or reasons for denial, supporting the decision and shall provide the Owner and/or Applicant with a copy.

Process

LMC amendments are processed according to LMC § 15-1-7. Amendments to the LMC require Planning Commission review and recommendation and City Council review and adoption. City Council final action may be appealed to a court of competent jurisdiction per LMC § 15-1-18. A public hearing is required by both the Planning Commission and City Council, with proper notice.

Notice

Legal notice of a public hearing was posted in the required public spaces and public notice websites and published in the Park Record on January 29, 2020, per requirements of the Land Management Code.

Public Input

Public hearings are required by the Planning Commission and City Council prior to Land Management Code amendments. No public input was received as of report publishing.

Alternatives

- The City Council may approve the proposed Land Management Code as presented or as amended at the meeting; or
- The City Council may deny the proposed amendments; or
- The City Council may continue the discussion to a date certain and provide direction to Staff regarding additional information, revisions, or analysis needed in order to take final action.

Recommendation

Staff recommends the City Council review the proposed LMC amendments, open a public hearing, and approve the amendments regarding the Land Management Code (LMC) 15-11-12.5 Historic Preservation Board Review for Material Deconstruction as outlined in the Draft Ordinance.

Exhibits

Exhibit A – Draft Ordinance

Exhibit 1 – LMC § 15-11 Historic Preservation

Exhibit B – *Current* Historic Preservation Board Review Material Deconstruction Checklist

Exhibit A—Draft Ordinance

Ordinance 2020-14

AN ORDINANCE AMENDING THE LAND MANAGEMENT CODE OF PARK CITY, UTAH, AMENDING CHAPTER 15-11 HISTORIC PRESERVATION.

WHEREAS, the Land Management Code was adopted by the City Council of Park City, Utah to promote the health, safety and welfare of the residents, visitors, and property owners of Park City; and

WHEREAS, the Land Management Code implements the goals, objectives and policies of the Park City General Plan to maintain the quality of life and experiences for its residents and visitors and to preserve the community's unique character and values; and

WHEREAS, the proposed Land Management Code (LMC) amendments enhance the design standards to maintain aesthetic experience of Park City; and

WHEREAS, these proposed Land Management Code (LMC) amendments were reviewed for consistency with the Park City General Plan; and

WHEREAS, the City Council finds that the proposed changes to the Land Management Code are necessary to supplement existing zoning regulations to protect Historic structures and the economic investment by owners of similarly situated property (currently Historic);

WHEREAS, Park City was originally developed as a mining community and much of the City's unique cultural identity is based on the historic character of its mining era buildings; and

WHEREAS, the Historic buildings are among the City's most important cultural, educational, and economic assets;

WHEREAS, the demolition and significant alteration of Historic buildings would permanently alter the character of a neighborhood, community and City;

WHEREAS, the Historic Preservation Board duly noticed and conducted public hearings at the regularly scheduled meetings on February 5, 2020 and forwarded a recommendation to Planning Commission and City Council; and

WHEREAS, the Planning Commission duly noticed and conducted public hearings at the regularly scheduled meetings on February 12, 2020 and forwarded a recommendation to City Council; and

WHEREAS, the City Council duly noticed and conducted a public hearing at its regularly scheduled meeting on February 27, 2020; and

WHEREAS, it is in the best interest of the residents of Park City, Utah to amend the Land Management Code to be consistent with the values and goals of the Park City General Plan and the Park City Council; to protect health and safety and maintain the quality of life for its residents and visitors; to preserve and protect the vitality, activity and success of the ski resort base area; to ensure compatible development; and to preserve the community's unique character.

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

SECTION 1. APPROVAL OF AMENDMENT TO TITLE 15 - LAND MANAGEMENT CODE CHAPTER 15-11 HISTORIC PRESERVATION. The recitals above are incorporated herein as findings of fact. Chapter 15-11 of the Land Management Code of Park City is hereby amended as redlined in Exhibit 1.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this ____ day of _____, 2020

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, Mayor

Attest:

City Recorder

Approved as to form:

Mark Harrington, City Attorney

Exhibits

Exhibit A – LMC §15-11-12.5 Historic Preservation Board Review for Material
Deconstruction

1 Exhibit 1 – LMC §15-11-12.5 Historic Preservation Board Review for Material
2 Deconstruction
3

4 15-11-12.5 Historic Preservation Board Review For Material Deconstruction

5 ~~A. [The Historic Preservation Board shall review and approve, approve with conditions,~~
6 ~~or deny,]~~ All Applications for Material Deconstruction involving any Building(s) (main,
7 attached, detached, or public, Accessory Buildings and/or Structures designated to
8 the Historic Sites Inventory as Landmark or Significant shall be subject to review and
9 approval, approval with conditions, or denied by the following Review Authorities:

10 1. The Planning Director or his/her designee shall review the following:

- 11 a. Ordinary Repairs and Maintenance
12 b. Repair or Replacement of Historic Architectural Details
13 c. Removal or Replacement of Non-Historic Architectural Details
14

15 2. The Historic Preservation Board shall review the following:

- 16 a. Removal of Historic Material to Accommodate New additions, New
17 Construction, or Structural Upgrades.
18

19 Prior to issuance of a Building Permit for any Material Deconstruction work, the Review
20 Authority [Historic Preservation Board] shall review the proposed plans for compliance
21 with the Land Management Code 15-13 Design Guidelines For Historic Districts And
22 Historic Sites.
23

24 ~~[Planning staff shall review Material Deconstruction applications of interior elements that~~
25 ~~(1) have no impact on the exterior of the structure; or (2) are not structural in nature; or~~
26 ~~(3) the scope of work is limited to exploratory demolition.]~~
27

28 B. Material Deconstruction Reviews are subject to the following review process:

- 29 1. **COMPLETE APPLICATION.** The Owner and/or Applicant for any Property shall
30 be required to submit a Historic Preservation Board Review For Material
31 Deconstruction for proposed work requiring a Building Permit in order to
32 complete the work.
33 2. **NOTICE.** Upon receipt of a Complete Application, but prior to taking action on
34 any Historic Preservation Board Review for Material Deconstruction application,
35 the Planning staff shall provide notice pursuant to Section 15-1-12 and 15-1-21 of
36 this Code.
37 3. **PUBLIC HEARING AND DECISION.** Following the fourteen (14) day public
38 notice period noted in Section 15-1-21 of this Code, the Historic Preservation
39 Board and/or the Planning Director or his/her designee shall hold a public
40 hearing and make written findings, conclusions of law, and conditions of approval
41 or reasons for denial, supporting the decision and shall provide the Owner
42 and/or Applicant with a copy.
43

44 HISTORY

45 Adopted by Ord. 02-07 on 5/23/2002

46 Amended by Ord. 03-34 on 7/10/2003

- 47 Amended by Ord. [15-53](#) on 12/17/2015
48 Amended by Ord. [16-15](#) on 3/24/2016

Exhibit B:

Historic Preservation Board Material Deconstruction Review Checklist:

1. Routine Maintenance (including repair or replacement where there is no change in the design, materials, or general appearance of the elements of the structure or grounds) does not require Historic Preservation Board Review (HPBR).
2. The material deconstruction is required for the renovation, restoration, or rehabilitation of the building, structure, or object.
3. Proposed exterior changes shall not damage or destroy the exterior architectural features of the subject property which are compatible with the character of the historic site and are not included in the proposed scope of work.
4. The proposed scope of work mitigates any impacts that will occur to the visual character of the neighborhood where material deconstruction is proposed to occur; any impacts that will occur to the historical significance of the buildings, structures, or objects located on the property; any impact that will occur to the architectural integrity of the buildings, structures, or objects located on the property; and any impact that will compromise the structural stability of the historic building.
5. The proposed scope of work mitigates to the greatest extent practical any impact to the historical importance of other structures located on the property and on adjacent parcels.
6. Any addition to a Historic Building, Site, or Structure has been found to be non-contributory to the historic integrity or historical significance of the structure or site

Council Agenda Item Report

Meeting Date: February 27, 2020

Submitted by: Jason Glidden

Submitting Department: Community Development

Item Type: Staff Report

Agenda Section:

Subject:

Request to Approve the Disposition of City Property Located at 1333 Park Avenue, 1343 Park Avenue, and 1350 Woodside Avenue, and Authorize the City Manager to Enter into Sales Contracts with Qualified Buyers
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Woodside Park Phase I Staff Report](#)

[Exhibit A: Woodside Park Phase I REPC](#)

City Council Staff Report

Subject: Disposition of City Property – Woodside Park Phase 1
Author: Jason Glidden
Department: Community Development
Date: February 27, 2020
Type of Item: Administrative

Recommendation

Hold a public hearing regarding disposition of City affordable housing Property at Woodside Park Phase 1, located at 1333 Park Avenue, 1343 Park Avenue, and 1350 Woodside Avenue. Staff recommends approving the disposition and authorizing the City Manager to enter into sales contracts, in a form approved by the City Attorney's office, with qualified affordable home buyers.

Background

Park City Municipal made Housing a Critical Community Priority in 2016. Since then, a flurry of activity has taken place related to increasing and protecting the supply of affordable housing, such as:

- PCMC solely funded the construction and development of 27 net new affordable housing units;
- Several property acquisitions prevented deed restricted units from losing their affordability requirements;
- New land acquisition to prioritize future housing needs and new inventory opportunities in lieu of allowing additional resort-related, and second home development;
- Exercised several rights-of-first-refusal in order to update and improve deed restrictions;
- Updated PCMC's official Housing Assessment and Plan;
- Updated the Land Management Code to eliminate some barriers to the private sector delivering affordable housing including reductions in setbacks, open space, and parking; and
- Required several private developments to deliver additional affordable housing units.

Approximately 85% of Park City's workforce lives outside Park City limits. While high Park City home prices are considered a positive outcome of the resort economy and good for individual property owners, they also create a host of complex community and neighborhood issues. Increasingly, the lack of affordable housing stock in Park City forces the majority of our workforce to drive in and out of town, increasing traffic and congestion, and also creating vibrancy and quality of life issues within neighborhoods formerly comprised of full time residents.

As part of the Council's goal to add 800 affordable/attainable units by the year 2026, the City began developing several community affordable housing developments. This particular request, for Woodside Park Phase 1, is a City funded housing development project located on the 13th block between Park Avenue and Woodside Avenue. The

project construction was completed in 2019, and is now ready to accept new homeowners.

Analysis

The Woodside Park Phase 1 housing project includes four single family homes and four townhomes with accessory studio units attached. The total construction cost was \$5,125,380, which included the full restoration of two historic homes. These units are planned to house 18 new Park City residents seeking affordable housing.

On June 20, 2019 ([Staff Report](#)), Council approved pricing for the Woodside Park Phase 1 units, and provided direction to retain one unit, located at 1334 Woodside (unit #4), for a future potential municipal need.

Accordingly, a future affordable homeowner lottery was held on December 23, 2019, creating a prioritized wait list. Over 200 applicants entered the lottery. Selected applicants were ranked based upon criteria and requested to submit a complete application in order to verify that they met all affordable housing requirements or to choose to defer and keep their position on the waitlist. Once the applications were verified, individuals were matched with size-compatible units and given the opportunity to purchase at Woodside Park Phase 1. At this time, two additional units have been matched with buyers. In order to complete the sale, Council must approve the property disposition, per PCMC Code Section 2-3-11, and authorize the City Manager to complete the sales at the following prices:

Name	Address	Price	Monthly Dues
Molly Guinan and Darren Northwood	1343 Park Ave	\$565,000	\$343.39
Andrew and Brittnie Hecht	1350B Woodside Ave	\$359,000	\$310.80

One of the City's objectives with regard to pricing for affordable housing is to minimize subsidy levels to an average of 20% of construction costs, while working to keep sale prices affordable/attainable. This is a difficult balance in Park City due to our exceptionally high land and construction costs, yet a necessity if the City desires to continue to fund net new affordable housing without additional revenue streams

Because Woodside Park Phase 1 is located within the Lower Park Avenue Redevelopment Area (LPRDA) boundary, the City is able to sell some of its units above standard affordable/attainable pricing levels. In actuality, the LPRDA money allows us to broaden pricing levels, thereby offering more housing options to a wider audience and reducing the PCMC monetary subsidies. These saved funds are then available for the next PCMC housing development or project.

Funding

The City allocated approximately \$19 million in Lower Park Ave RDA bond funds and \$5 million in Additional Resort Communities Sales Tax revenue for housing projects. Proceeds from the disposition of the property will be returned to the RDA for future affordable housing projects.

Exhibits

A DRAFT Real-Estate Purchase Contract & Addendum

REAL ESTATE PURCHASE CONTRACT

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

EARNEST MONEY DEPOSIT

On this _____ day of _____, 2020, ("Offer Reference Date") _____ ("Buyer") offers to purchase from Park City Municipal Corporation ("Seller") the Property described below and agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), an Earnest Money Deposit in the amount of \$1,000.00 the form of cash or check. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Escrow Agent, Park City Title, the Escrow Agent shall have four (4) calendar days in which to deposit the Earnest Money into the Escrow Account.

OFFER TO PURCHASE

1. PROPERTY: _____

City of _____, County of Summit, State of Utah, Zip _____ Tax ID No. _____ (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, 1.2 and 1.4.

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

1.2 **Other Included Items.** The following items that are presently owned and in place on the Property have been left for the convenience of the parties and are also included in this sale (check applicable box): ☒ washer ☒ dryer ☒ refrigerator ☒ microwave oven ☒ other (specify) _____

The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title. In addition to any boxes checked in this Section 1.2 above, there ☐ ARE ☒ ARE NOT additional items of personal property Buyer intends to acquire from Seller at Closing by separate written agreement.

1.3 **Excluded Items.** The following items are excluded from this sale: N/A

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

2. PURCHASE PRICE.

2.1 **Payment of Purchase Price.** The Purchase Price for the Property is \$ _____. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2.1(a) through 2.1(e) below. Any amounts shown in Sections 2.1(c) and 2.1(e) may be adjusted as deemed necessary by Buyer and the Lender (the "Lender").

\$1,000.00 _____	(a) Earnest Money Deposit. Under certain conditions described in the REPC, this deposit may become totally non-refundable.
\$N/A _____	(b) Additional Earnest Money Deposit (see Section 8.4 if applicable)
\$ _____	(c) New Loan. Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer: If an FHA/VA loan applies, see attached FHA/VA Loan Addendum.
\$ _____	(d) Seller Financing (see attached Seller Financing Addendum)
\$ _____	(e) Balance of Purchase Price in Cash at Settlement
\$ _____	PURCHASE PRICE. Total of lines (a) through (e)

2.2 **Sale of Buyer's Property.** Buyer's ability to purchase the Property, to obtain the Loan referenced in Section 2.1(c) above, and/or any portion of the cash referenced in Section 2.1(e) above ☐ IS ☒ IS NOT conditioned upon the sale of real estate owned by Buyer. If checked in the affirmative, the terms of the attached subject to sale of Buyer's property addendum apply.

3. SETTLEMENT AND CLOSING.

3.1 **Settlement.** Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed

and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any Loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new Loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder ("Recording"). The actions described in 3.2 (b) and (c) shall be completed no later than four calendar days after Settlement.

3.3 Possession. Except as provided in Section 6.1(a) and (b), Seller shall deliver physical possession of the Property to Buyer as follows: [X] Upon Recording; [] _____ Hours after Recording; [] _____ Calendar Days after Recording. Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property including any personal property and belongings. The provisions of this Section 3.3 shall survive Closing.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 4.1 shall survive Closing.

4.2 Special Assessments. Any assessments for capital improvements as approved by the homeowner's association ("HOA") (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: [X] Seller [] Buyer [] Split Equally Between Buyer and Seller [] Other (explain)_____. The provisions of this Section 4.2 shall survive Closing.

4.3 Fees/Costs/Payment Obligations.

(a) Escrow Fees. Unless otherwise agreed to in writing, Seller and Buyer shall each pay their respective fees charged by the escrow/closing office for its services in the settlement/closing process. The provisions of this Section 4.3(a) shall survive Closing.

(b) Rental Deposits/Prepaid Rents. Rental deposits (including, but not limited to, security deposits, cleaning deposits and prepaid rents) for long term lease or rental agreements, as defined in Section 6.1(a), and short-term rental bookings, as defined in Section 6.1(b), not expiring prior to Closing, shall be paid or credited by Seller to Buyer at Settlement. The provisions of this Section 4.3(b) shall survive Closing.

(c) HOA/Other Entity Fees Due Upon Change of Ownership. Some HOA's, special improvement districts and/or other specially planned areas, under their governing documents charge a fee that is due to such entity as a result of the transfer of title to the Property from Seller to Buyer. Such fees are sometimes referred to as transfer fees, community enhancement fees, HOA reinvestment fees, etc. (collectively referred to in this section as "change of ownership fees"). Regardless of how the change of ownership fee is titled in the applicable governing documents, if a change of ownership fee is due upon the transfer of title to the Property from Seller to Buyer, that change of ownership fee shall, at Settlement, be paid for by: [] Seller [] Buyer [] Split Equally Between Buyer and Seller [] Other (explain) N/A. The provisions of this Section 4.3(c) shall survive Closing.

(d) Utility Services. Buyer agrees to be responsible for all utilities and other services provided to the Property after the Settlement Deadline. The provisions of this Section 4.3(d) shall survive Closing.

(e) Sales Proceeds Withholding. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 4.3(e) shall survive Closing.

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

Seller's Agent(s) N/A, represent(s) [] Seller [] both Buyer and Seller as Limited Agent(s);

Seller's Agent(s) Utah Real Estate License Number(s): _____.

Seller's Brokerage N/A, represents [] Seller [] both Buyer and Seller as Limited Agent;

Seller's Brokerage Utah Real Estate License Number: _____.

Buyer's Agent(s) N/A, represent(s) [] Buyer [] both Buyer and Seller as Limited Agent(s);

Buyer's Agent(s) Utah Real Estate License Number(s): _____.

Buyer's Brokerage N/A, represents [] Buyer [] both Buyer and Seller as a Limited Agent.

Buyer's Brokerage Utah Real Estate License Number: _____.

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by special warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8.

(a) Long-Term Lease or Rental Agreements. Buyer agrees to accept title to the Property subject to any long-term tenant lease or rental agreements (meaning for periods of thirty (30) or more consecutive days) affecting the Property not expiring prior to Closing. Buyer also agrees to accept title to the Property subject to any existing rental and property management agreements affecting the Property not expiring prior to Closing.

The provisions of this Section 6.1(a) shall survive Closing.

(b) **Short-Term Rental Bookings.** Buyer agrees to accept title to the Property subject to any short-term rental bookings (meaning for periods of less than thirty (30) consecutive days) affecting the Property not expiring prior to Closing. The provisions of this Section 6.1(b) shall survive Closing.

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

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

- (a) a written Seller property condition disclosure for the Property, completed, signed and dated by Seller as provided in Section 10.3;
- (b) a *Lead-Based Paint Disclosure & Acknowledgement* for the Property, completed, signed and dated by Seller (only if the Property was built prior to 1978);
- (c) a Commitment for Title Insurance as referenced in Section 6.1;
- (d) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (e) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (f) a copy of any long-term tenant lease or rental agreements affecting the Property not expiring prior to Closing;
- (g) a copy of any short-term rental booking schedule (as of the Seller Disclosure Deadline) for guest use of the Property after Closing;
- (h) a copy of any existing property management agreements affecting the Property;
- (i) evidence of any water rights and/or water shares referenced in Section 1.4;
- (j) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations;
- (k) In general, the sale or other disposition of a U.S. real property interest by a foreign person is subject to income tax withholding under the *Foreign Investment in Real Property Tax Act of 1980* (FIRPTA). A "foreign person" includes a non-resident alien individual, foreign corporation, partnership, trust or estate. If FIRPTA applies to Seller, Seller is advised that Buyer or other qualified substitute may be legally required to withhold this tax at Closing. In order to avoid closing delays, if Seller is a foreign person under FIRPTA, Seller shall advise Buyer in writing; and
- (l) Other (specify) _____

8. BUYER'S CONDITIONS OF PURCHASE.

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

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

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

(c) **Failure to Cancel or Resolve Objections.** If Buyer fails to cancel the REPC or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition, and except as provided in Sections 8.2(a) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

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

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

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

Condition, and except as provided in Sections 8.1(b) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

8.3 FINANCING CONDITION. (Check Applicable Box)

(a) ☐ No Financing Required. Buyer's obligation to purchase the Property IS NOT conditioned upon Buyer obtaining financing. If checked, Section 8.3(b) below does NOT apply.

(b) ☒ Financing Required. Buyer's obligation to purchase the Property IS conditioned upon Buyer obtaining the Loan referenced in Section 2.1(c). This Condition is referred to as the "Financing Condition." If checked, Sections 8.3(b)(i), (ii) and (iii) apply; otherwise they do not. If the REPC is not cancelled by Buyer as provided in Sections 8.1(b) or 8.2(a), then Buyer agrees to work diligently and in good faith to obtain the Loan.

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

(ii) **Buyer's Right to Cancel After the Financing & Appraisal Deadline.** If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to the escrow/closing office as required under Section 3.2, then Buyer shall not be obligated to purchase the Property and Buyer or Seller may cancel the REPC by providing written notice to the other party.

(iii) **Earnest Money Deposit(s) Released to Seller.** If the REPC is cancelled as provided in Section 8.3(b)(ii), Buyer agrees that all of Buyer's Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. Seller agrees to accept, as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

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

9. ADDENDA. There ☒ ARE ☐ ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: ☒ Addendum No. 1 ☐ Seller Financing Addendum ☐ FHA/VA Loan Addendum ☐ Other (specify) Deed Restrictions, City Council approval of sale in an open and public meeting, HOA reserve fund Declaration of Covenants, Conditions and Restrictions.

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

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

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

10.3 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller property condition disclosure as stated in Section 7(a); (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23, ordinary wear and tear excepted; (d) deliver the Property to Buyer in broom-clean condition and free of debris and personal belongings; and (e) repair any Seller or tenant moving-related damage to the Property at Seller's expense. The provisions of Section 10.3 shall survive Closing.

11. FINAL PRE-SETTLEMENT WALK-THROUGH INSPECTION. No earlier than seven (7) calendar days prior to Settlement, and upon reasonable notice and at a reasonable time, Buyer may conduct a final pre-Settlement walk-through inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.2 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a walk-through inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented.

12. CHANGES DURING TRANSACTION. Seller agrees that except as provided in Section 12.5 below, from the date of Acceptance until the date of Closing the following additional items apply:

12.1 Alterations/Improvements to the Property. No substantial alterations or improvements to the Property shall be made or undertaken without prior written consent of Buyer.

12.2 Financial Encumbrances/Changes to Legal Title. No further financial encumbrances to the Property shall be made, and no changes in

the legal title to the Property shall be made without the prior written consent of Buyer.

12.3 Property Management Agreements. No changes to any existing property management agreements shall be made and no new property management agreements may be entered into without the prior written consent of Buyer.

12.4 Long-Term Lease or Rental Agreements. No changes to any existing tenant lease or rental agreements shall be made and no new long-term lease or rental agreements, as defined in Section 6.1(a), may be entered into without the prior written consent of Buyer.

12.5 Short-Term Rental Bookings. If the Property is made available for short-term rental bookings as defined in Section 6.1(b), Seller MAY NOT after the Seller Disclosure Deadline continue to accept short-term rental bookings for guest use of the property without the prior written consent of Buyer

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

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

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

16. DEFAULT.

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

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

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

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

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

20. INSURANCE & RISK OF LOSS.

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

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

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

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. The REPC may be executed in counterparts. Signatures on any of the Documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

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

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

- (a) Seller Disclosure Deadline _____(Date)
- (b) Due Diligence Deadline _____(Date)
- (c) Financing & Appraisal Deadline _____(Date)
- (d) Settlement Deadline _____(Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5:00 [] AM [X] PM Mountain Time on _____(Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

(Buyer's Signature) (Date) (Buyer's Signature) (Date)

ACCEPTANCE/COUNTEROFFER/REJECTION

- CHECK ONE:
- [] ACCEPTANCE OF OFFER TO PURCHASE: Seller Accepts the foregoing offer on the terms and conditions specified above.
 - [] COUNTEROFFER: Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____.
 - [] REJECTION: Seller rejects the foregoing offer.

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL,
EFFECTIVE SEPTEMBER 1, 2017. AS OF JANUARY 1, 2018, IT WILL REPLACE AND SUPERSEDE THE PREVIOUSLY APPROVED VERSION OF THIS FORM.
THIS FORM HAS BEEN AMENDED AS FOLLOWS: IN PARAGRAPH 6.1 "GENERAL WARRANTY DEED" HAS BEEN AMENDED TO "SPECIAL WARRANTY DEED"

Council Agenda Item Report

Meeting Date: February 27, 2020

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

2020 Legislative Update

Suggested Action:

Each week during the 2020 Legislative Session, staff will provide a verbal update and synopsis of the Session to date, as well as an updated Legislative bill tracking list at the meeting for Council and the public's review.

Attachments:

Council Agenda Item Report

Meeting Date: February 27, 2020

Submitted by: Rhoda Stauffer

Submitting Department: Community Development

Item Type: HA

Agenda Section:

Subject:

Consideration to Approve the Intermountain Healthcare Fourth Amendment to the Housing Mitigation Plan for Partial Fulfillment of Housing Obligations
(A) Public Input (B) Action

Suggested Action:

Review, Take Public Comment and Approve

Attachments:

[IHC Housing Mitigation Plan Fourth Amendment Staff Report](#)

[Exhibit A: IHC Proposal to Amend Housing Mitigation Plan](#)

[Exhibit B: IHC HMP Draft Action Letter](#)

[Exhibit C: April 2019 IHC Housing Mitigation Plan Action Letter](#)

[Exhibit D: April 2019 Physicians' Holdings Housing Mitigation Plan Action Letter](#)

Housing Authority Staff Report

Subject: Intermountain Healthcare 4th Amendment to Affordable Housing Mitigation Plan
Author: Rhoda Stauffer, Affordable Housing Program
Department: Community Development
Date: February 27, 2020
Type of Item: Administrative

Recommendation:

Staff recommends approval of the proposed 4th Amendment to the Intermountain Healthcare (IHC) Housing Mitigation plan (working draft attached as Exhibit B) to deed restrict 14 Single Room Occupancy (SRO) units at Rail Central and One (1) three-bedroom unit at Claimjumper Condominiums. Fulfillment of the remaining 15.92 Affordable Unit Equivalents (AUE) is required prior to any certificate of occupancy (CO) being issued on future developments within the Park City Medical campus.

Background:

The purpose of a Housing Mitigation Plan is to ensure that new development helps mitigate some of the impacts of the development on the supply of affordable housing in the City as well as maintaining the social and economic balance of Park City's community character. All Housing Mitigation plans require the approval of the Housing Authority to ensure the intent of the housing requirements of a specific development are being met.

The Housing Resolution allows several options to fulfill a housing obligation.

1. Construction of unit(s) on the site on which the development is proposed;
2. Construction of the unit(s) within the Park City corporate limits provided such land, site or structure had not been previously deed-restricted for affordability;
3. Dedication of existing units within Park City corporate limits provided such units have not been previously deed-restricted for affordability and meet current energy efficiency requirements;
4. Construction of units outside Park City, but within the Park City School District boundary as it stands on January 1, 2015;
5. Conveyance of land within the Park City School District boundary as it stands on January 1, 2015 provided such land has not been previously deed-restricted for affordability; or
6. Payment of Fees in Lieu of Development.

The [IHC/USSA/Burbidge Annexation Agreement](#) was recorded on January 23, 2007, and established an affordable housing obligation of 90.47 AUEs. On April 18, 2019, the Housing Authority approved the fulfillment of the balance of past housing obligations from IHC and Physicians Holdings by deed restricting 12, two bedroom units at 1440 Empire Avenue and 10 of the 24 Single Room Occupant (SRO) units at Rail Central Building #3 ([staff report is linked here](#), Page 454). A chart below details the IHC housing obligation.

IHC/USSA/Burbidge Obligation 2007	90.47 AUEs	Notes
Park City Heights 28 townhomes	(44.78)	construction completed
USSA deferral	(10.71)	
Summit County Health/People's Health Clinic transfer	(5.830)	
Physician Holdings transfer	(5.830)	3 2-br units at 1440 Empire Avenue and 10 SRO units at Rail Central
Peace House land lease	(12.50)	
Peace House funding contribution	(4.00)	
9 2-br units at 1440 Empire Avenue	(6.82)	
Balance owed	-0-	
Added Density October 9, 2019	20.42	
14 SRO units at Rail Central	(2.97)	
1 Claimjumper 3-br Condo	(1.53)	
Balance Remaining	15.92	

On October 9, 2019, the Planning Commission approved an amendment to the IHC Master Planned Development (IHC-MPD) and Development Agreement to add 56 Unit Equivalents (UEs) (56,000 square feet). Eight (8) UEs (8,000 square feet) of density are attributed to a Summit County housing obligation donated to Peace House. In accordance with Findings of Fact numbers 12 and 13 in the First Amended IHC Housing Mitigation Plan dated February 2, 2017, and attached as Attachment 1 of Exhibit C to this report, the Peace House does not count against IHC density due to Council's determination of "community benefit". However, 8,000 square feet of Peace House density is in fulfillment of a housing obligation generated by expansion of commercial space at the Tanger Outlets and provided in the form of an in-lieu fee donated to the Peace House project and as such it **does** count towards future density on the site. The resulting total developable density is 48 UEs (48,000 square feet).

ICH plans to build a 20,000-square-foot ambulatory surgery center on Lot 6 (20 UEs), and a 28,000-square-foot addition for support medical use on Lot 1 (28 UEs) ([staff report](#)). The additional density generated a new housing obligation equal to 20.42 AUEs, which is calculated using the most recent Housing Resolution [03-2017](#).

As stated above, there are several options to satisfy this Housing Obligation.

- Construct units (on-site or off-site). At today's construction rates, 4,500 square feet might cost around \$1,458,000, using a relatively conservative \$360/square foot including land cost;
- Dedicate existing units, which is what is proposed by IHC in this 4th amendment to their Housing Mitigation plan. The cost to the owner is placing deed restrictions on units. The price has not been disclosed to the City;
- Conveyance of land within the Park City School District boundary; or
- Payment In-lieu Fee using the current Housing Resolution 03-2017 equaling \$389,700 per AUE. The total for 4.5 AUEs would cost \$1,753,650.

IHC requests partial fulfillment of their AUE obligations by adding deed restrictions to 14 privately owned rental units in Rail Central Building #3 (second floor), 1790 Bonanza Drive Lot A (Attachment A), and one Claimjumper Condominium owned by 1800 Homestake, LLC. IHC's housing requirements are governed by Housing Resolution [03-2017](#).

Analysis

The second floor of Rail Central Building #3 includes 24 one room SRO units totaling to 4,500 square feet of living space. Ten (10) units, equal to 1,873.625 square feet, were approved by Council at IHC's request in April to satisfy their past remaining housing obligation – they were to receive deed restrictions. (April 18, 2019 [staff report is linked here](#), Page 454). The units were governed by [Housing Resolution 17-99](#).

IHC has requested Council accept the remaining 14 units, if deed restricted and totaling 2,676.375 square feet, equaling 2.97 AUEs (900 square feet per AUE) to partially satisfy their new housing obligation. In addition, IHC also proposes to deed restrict one (1) Claimjumper Condominium, which is a three bedroom, 1,353 square foot unit and equal to 1.53 AUEs.

Staff determined the proposal would satisfy 4.5 of the required 20.42 AUEs . The remaining 15.92 AUEs, per IHC, will be identified at a later date and must be completed prior to issuance of a CO on the ambulatory surgery center and support medical buildings.

Maximum rental rates, per Housing Resolution 03-2017, are limited to 45% of AMI ("affordable" equals no more than 30% of a household's monthly income). SRO units are calculated as a household of one, creating a rent limit of \$649 if utilities are paid separately by the lease holder, or \$724 if utilities are included with rent. The 3-bedroom unit is calculated for a household of four, with a rent limit of \$1,235 if utilities are paid separately by the lease holder, or \$1,310 if utilities are included with rent. Rental amounts are adjusted on an annual basis in accordance with the change in CPI. These units will be subject to an annual compliance reviews, including affidavits signed annually by the property owner and surveys to tenants verifying conditions and rental rates being charged for each unit.

Recommendation

Staff recommends approval of the proposed 4th Amendment to the IHC Housing Mitigation plan (draft attached as Exhibit B) to deed restrict 14 Single Room Occupancy (SRO) units at Rail Central and One (1) three-bedroom unit at Claimjumper Condominiums. Fulfillment of the remaining 15.92 Affordable Unit Equivalents (AUE) is required prior to any CO being issued on future developments within the Park City Medical campus.

Attachments

- | | |
|-----------|--|
| Exhibit A | IHC Housing Mitigation Plan Proposal Memo December 2019 |
| Exhibit B | Draft Approval of 4 th Amendment to the IHC Housing Mitigation Plan |
| Exhibit C | Amended Housing Mitigation Agreement for IHC dated July, 2019 |
| Exhibit D | Amended Housing Mitigation Agreement for Physicians Holdings, dated July 2019 |

**PARK CITY MEDICAL CENTER
MEDICAL CAMPUS
HOUSING MITIGATION PLAN – 4th AMENDMENT
PARK CITY HOUSING AUTHORITY
DECEMBER 2019**

Background

The annexation agreement between Park City and Intermountain Healthcare included affordable housing that needed to be provided.

Affordable Housing Requirements for Hospital

The base employee affordable housing associated with the hospital at full build out was 44.78 units. This part of the affordable housing obligation was to be satisfied by the donation of Lot 4 of the subdivision to Park City, and the construction of the units. These units were eventually relocated from Lot 4 and included in the Park City Heights project.

Affordable Housing Requirements for USSA

- There were 10.71 affordable housing units associated with the USSA facility. These units were deferred.

Affordable Housing Requirements for Medical Support

- There were 34.98 affordable housing units associated with the Medical Support density on the campus.
- The affordable housing obligation of 5.83 units for Lot 7 was assumed by Physician Holdings when they purchased that lot from Intermountain. Physician Holding LLC developed an employee/affordable housing plan which was reviewed by staff, which recommended that the Physician Holding affordable housing obligation, based on their actual development was 4.996 units. This is being fulfilled with the 1440 Empire and Rail Central rental unit dedications approved earlier this year.
- The affordable housing obligation of 5.83 units for Lot 10 was assumed by Summit County when Lot 10 and its density were ground leased to Summit County for the Public Health/People's Health Building.
- The remaining medical support density of 23.32 units were fulfilled with previously approved amendments.
 - 12.5 units associated with Peace House, for the value of the ground lease that Intermountain signed with Peace House.
 - 4.0 units associated with Peace House employee housing, in exchange for a payment of \$816,000 by Intermountain to Peace House.
 - 6.82 units associated with the 1440 Empire and Rail Central rental unit dedications approved earlier this year.

The Planning Commission approved Intermountain's request for additional medical support density on the hospital campus. This approval has a condition of approval for Intermountain to provide an additional 20.42 units of affordable housing.

Housing Mitigation Plan for New Intermountain Affordable Housing Obligation

There are 14 units in the Rail Central which were not approved earlier this year to be deed restricted, since Intermountain did not have an existing affordable housing obligation at that time. These 14 units have 2,676.375 square feet. At 900 square feet per AHU, these units would satisfy 2.97 AUEs.

Dr. Bill Pidwell owns 1800 Homestake, LLC. This LLC owns a unit in the Claimjumper Condominiums (Unit 364-U). Intermountain would like to contract with 1800 Homestake LLC to have this unit deed restricted, similar to the 1440 Empire and Rail Central. This unit has 1,373 feet, which would satisfy 1.53 AUEs.

Intermountain will continue to work with community partners and Park City's Community Development Department to identify other affordable housing projects to fulfill the other 15.92 units.

Requests for Housing Authority Approval

Intermountain Healthcare requests that the Park City Housing Authority approve:

1. That the remaining 14 Rail Central units be deed restricted and designated as fulfilling 2.97 affordable housing units for Intermountain.
2. That Unit 364-U of the Claimjumper Condominiums be deed restricted and designated as fulfilling 1.53 affordable housing units for Intermountain.

Benefits of this Proposal

Intermountain believes this proposal has several features that benefit both Park City and Intermountain.

1. Existing buildings will become deed restricted, creating permanent affordable housing with Park City.
2. This proposal creates real additional units.
3. No current residents would be displaced by this proposal.
4. The benefit for Intermountain is that Intermountain could begin working on projects to use some of the additional density approved by the Planning Commission earlier this year.



February _____, 2020

Morgan Busch
Intermountain Health Care
36 South State Street, 8th Floor
Salt Lake City, Utah 84111

Dear Morgan,

Please find below an Action Letter confirming the decision made by the Park City Housing Authority on February 27, 2020 to accept the recordation of deed restrictions on existing rental units in fulfillment of a portion of the housing obligation generated by an amendment to the IHC/USSA/Burbidge Annexation Agreement, dated October 9, 2019 as follows:

NOTICE OF HOUSING AUTHORITY ACTION

<u>Description:</u>	Updated/Amended Affordable Housing Mitigation Plan
<u>Project Title:</u>	IHC/USSA/Burbidge Annexation Agreement
<u>Date of Action:</u>	February 27, 2020

Summary of Housing Authority Action

On February 27, 2020, Park City Housing Authority approved a 4th Amendment to the Housing Mitigation Plan for the housing obligations resulting from the IHC/USSA/Burbidge Annexation Agreement recorded on January 23, 2007 and amended on October 9, 2019. In fulfillment of 4.5 AUEs in housing obligation, the Housing Authority approved recordation of Deed Restrictions on 14 SRO units at Rail Central Building #3 and one three-bedroom unit at Claimjumper Condominiums.

1. On October 9, 2019, the Planning Commission approved an amendment to the IHC Master Planned Development (IHC-MPD) and Development Agreement to add 56 Unit Equivalents (UEs) (56,000 square feet) with a determination that 8 UEs (8,000 square feet) are undevelopable to meet a Housing Authority obligation, for a total of 48 developable UEs (48,000 square feet) to build a 20,000-square-foot ambulatory surgery center on Lot 6 (20 UEs) and 28,000-square-foot addition for support medical use on Lot 1 (28 UEs). This additional density generated a housing obligation equal to 20.42 AUEs and since it was approved in 2019, it is governed by the most recent Housing Resolution 03-2017.
2. IHC will fulfill 2.97 AUEs by placing deed restrictions on 14 SRO units at Rail Central Building #3 owned by MJF Investments, LLC: Unit numbers 6, 7, 8, 10, 11, 12, 15, 16, 17, 19, 20, 21, 22, and 23.

Working draft, 2-27-2020

3. IHC will fulfill 1.53 AUEs by placing a deed restriction on Claimjumper Condominium unit #364-U.

Conditions of Approval:

1. Inspection must be completed on all units to ensure they meet the minimum standard conditions included as Attachment 3.
2. Deed Restrictions in a form approved by the City Attorney's office shall be recorded against 14 SRO units at Rail Central Building #3 with initial maximum rent set at \$649 if utilities are paid separately by the lease holder, or \$724 if utilities are included with rent and to be adjusted annually in April.
3. A Deed Restriction in a form approved by the City Attorney's office shall be recorded against one three-bedroom unit at Claimjumper Condominiums with initial maximum rent set at \$1,235 if utilities are paid separately by the lease holder, or \$1,310 if utilities are included with rent and to be adjusted annually in June.
4. Fulfillment of the remaining 15.92 Affordable Unit Equivalents (AUE) is required prior to any certificate of occupancy being issued on future developments within the Park City Medical campus.

If you have any questions about this action letter, please Rhoda Stauffer at 435-615-5152 or via email at rhoda.stauffer@parkcity.org.

Attachments:

1. IHC Proposal for 4th Amended Housing Mitigation Plan dated December 2019.
2. Minimum Standard for condition of units.

CONFIRMED AND ADOPTED this ____ DAY OF _____, 2020.

PARK CITY HOUSING AUTHORITY

Andy Berman, CHAIR

Attest:

Michelle Kellogg, City Recorder

Approved as to Form:

Mark Harrington, City Attorney

**PARK CITY MEDICAL CENTER
MEDICAL CAMPUS
HOUSING MITIGATION PLAN – 4th AMENDMENT
PARK CITY HOUSING AUTHORITY
DECEMBER 2019**

Background

The annexation agreement between Park City and Intermountain Healthcare included affordable housing that needed to be provided.

Affordable Housing Requirements for Hospital

The base employee affordable housing associated with the hospital at full build out was 44.78 units. This part of the affordable housing obligation was to be satisfied by the donation of Lot 4 of the subdivision to Park City, and the construction of the units. These units were eventually relocated from Lot 4 and included in the Park City Heights project.

Affordable Housing Requirements for USSA

- There were 10.71 affordable housing units associated with the USSA facility. These units were deferred.

Affordable Housing Requirements for Medical Support

- There were 34.98 affordable housing units associated with the Medical Support density on the campus.
- The affordable housing obligation of 5.83 units for Lot 7 was assumed by Physician Holdings when they purchased that lot from Intermountain. Physician Holding LLC developed an employee/affordable housing plan which was reviewed by staff, which recommended that the Physician Holding affordable housing obligation, based on their actual development was 4.996 units. This is being fulfilled with the 1440 Empire and Rail Central rental unit dedications approved earlier this year.
- The affordable housing obligation of 5.83 units for Lot 10 was assumed by Summit County when Lot 10 and its density were ground leased to Summit County for the Public Health/People's Health Building.
- The remaining medical support density of 23.32 units were fulfilled with previously approved amendments.
 - 12.5 units associated with Peace House, for the value of the ground lease that Intermountain signed with Peace House.
 - 4.0 units associated with Peace House employee housing, in exchange for a payment of \$816,000 by Intermountain to Peace House.
 - 6.82 units associated with the 1440 Empire and Rail Central rental unit dedications approved earlier this year.

The Planning Commission approved Intermountain's request for additional medical support density on the hospital campus. This approval has a condition of approval for Intermountain to provide an additional 20.42 units of affordable housing.

Housing Mitigation Plan for New Intermountain Affordable Housing Obligation

There are 14 units in the Rail Central which were not approved earlier this year to be deed restricted, since Intermountain did not have an existing affordable housing obligation at that time. These 14 units have 2,676.375 square feet. At 900 square feet per AHU, these units would satisfy 2.97 AUEs.

Dr. Bill Pidwell owns 1800 Homestake, LLC. This LLC owns a unit in the Claimjumper Condominiums (Unit 364-U). Intermountain would like to contract with 1800 Homestake LLC to have this unit deed restricted, similar to the 1440 Empire and Rail Central. This unit has 1,373 feet, which would satisfy 1.53 AUEs.

Intermountain will continue to work with community partners and Park City's Community Development Department to identify other affordable housing projects to fulfill the other 15.92 units.

Requests for Housing Authority Approval

Intermountain Healthcare requests that the Park City Housing Authority approve:

1. That the remaining 14 Rail Central units be deed restricted and designated as fulfilling 2.97 affordable housing units for Intermountain.
2. That Unit 364-U of the Claimjumper Condominiums be deed restricted and designated as fulfilling 1.53 affordable housing units for Intermountain.

Benefits of this Proposal

Intermountain believes this proposal has several features that benefit both Park City and Intermountain.

1. Existing buildings will become deed restricted, creating permanent affordable housing with Park City.
2. This proposal creates real additional units.
3. No current residents would be displaced by this proposal.
4. The benefit for Intermountain is that Intermountain could begin working on projects to use some of the additional density approved by the Planning Commission earlier this year.

MINIMUM STANDARDS FOR SELLER TO RECEIVE MAXIMUM RESALE PRICE

- Clean Unit
- Carpets steam-cleaned two or three days prior to closing
- All scratches, holes, burned marks repaired in hardwood floors, linoleum, tile, counter tops, etc. other than normal wear and tear.
- No broken or foggy windows
- All screens in windows (if screens were originally provided)
- All doors will be in working order with no holes
- All locks on doors will work
- All keys will be provided; e.g., door, mail box, garage
- All mechanical systems shall be in working order
- Walls paint ready
- Other than normal wear and tear on carpet; if carpet has holes, stains, etc., the carpet and padding shall be replaced or escrow funds at current market value per square foot for a comparable product shall be held at the time of closing to be used by the new Qualified Buyer
- No leaks from plumbing fixtures
- Any safety hazard remedied prior to closing
- Satisfaction of radon issue if found at time of inspection
- All light fixtures shall be in working order
- All appliances that existed in the original Unit remain and are in good working order and good condition

DEFINITIONS:

Clean Unit; All rooms will be cleaned as stated below;

Kitchen:

- Range - Inner and outer services will be cleaned.
- Range hood and Exhaust Fan
- Refrigerator and Freezer - Inner and outer surfaces of refrigerator and freezer will be clean. Freezer will be defrosted.
- Cabinets and Countertops - Exterior and interior surfaces of cabinets and drawers will be clean. Door and drawer handles, if provided, shall be clean and in place.
- Sink and Garbage Disposal - Sink and plumbing fixtures will be clean. Garbage disposal must be in working order.
- Dishwasher - Must be in working order and inner and outer surfaces shall be clean.

Blinds, Windows, Screens:

- Mini-blinds, Venetian Blinds, Vertical Blinds, and Pull Shades - Will be clean.

- Windows - All window surfaces, inside and outside of the window glass, shall be clean.
- Screens - Screens will be clean and in place with no holes or tears.
- If a window is broken, including the locking mechanism, the window shall be replaced. If the window has a fog residue in the inside, it shall be replaced.

Closets:

- Closets, including floors, walls, hanger rod, shelves and doors, shall be clean.

Light Fixtures:

- Light fixtures will be clean and shall have functioning bulbs/florescent tubes.

Bathrooms:

- Bathtub, Shower Walls, Sinks - Bathtubs, shower walls and sinks shall be clean.
- Toilet and Water Closet - Water closets, toilet bowls and toilet seats will be clean. If the toilet seat is broken or peeling, the seat shall be replaced.
- Tile - All tile and grout will be clean.
- Mirrors and Medicine Cabinets - Mirrors and medicine cabinets shall be cleaned inside and out.
- Shelves and/or Other Cabinetry - All other shelving or cabinetry shall be cleaned inside and out.

Walls, Ceilings, Painted Doors and Baseboards:

- Painted surfaces must be cleaned with care to ensure the surface is clean without damaging the paint.

Floors:

- Floor cleaning includes sweeping and mopping and could include stripping, waxing and buffing. Types of floor surfaces include bamboo and marmoleum.

Interior Storage/Utility Rooms:

- Storage/utility rooms shall be cleaned. Properly cleaned storage/utility rooms will be free from odors, removable stains, grease marks or accumulations.
- Washer/Dryer- Must be in working order and inner and outer surfaces shall be clean

Safety Hazard:

- Any item that provides a safety hazard shall be fixed. This would include, but is not limited to, exposed electrical wiring, satisfaction of any radon issue found, ventilation for gas hot water system, etc.

Walls Paint-Ready:

- All holes shall be patched; all posters, pictures, etc., shall be removed from all walls; all nails, tacks, tape, etc., shall be removed from all walls; and all walls shall be clean and ready for the new buyer to paint. If wallpaper has been placed on the wall and in good condition, the wallpaper can remain; if the wallpaper is peeling off, the wallpaper must be removed.



Community Development

July 26, 2019

Morgan Busch
Intermountain Health Care
36 South State Street, 8th Floor
Salt Lake City, Utah 84111

Dear Morgan,

Please find below an Action Letter confirming the decision made by the Park City Housing Authority on April 18, 2019 to accept the recordation of deed restrictions on existing rental units in fulfillment of the housing obligation balances from the IHC/USSA/Burbidge Annexation Agreement recorded on January 23, 2007 as follows:

NOTICE OF HOUSING AUTHORITY ACTION

<u>Description:</u>	Updated/Amended Affordable Housing Mitigation Plan
<u>Project Title:</u>	IHC/USSA/Burbidge Annexation Agreement
<u>Date of Action:</u>	April 18, 2019

Summary of Housing Authority Action

On April 18, 2019, Park City Housing Authority approved an amended Housing Mitigation Plan for the housing obligations resulting from the IHC/USSA/Burbidge Annexation Agreement recorded on January 23, 2007. In fulfillment of 6.82 AUEs in housing obligation, the Housing Authority approved recordation of Deed Restrictions on nine (9) units at 1440 Empire Avenue: 1B, 1D, 2B, 2C, 2D, 3A, 3B, 3C & 3D totaling to 5,484SF or 6.86 AUEs.

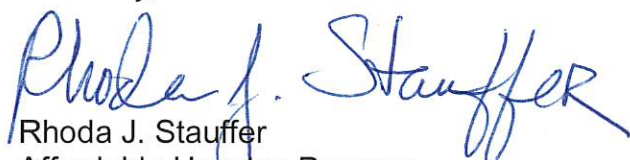
1. The balance of 11.816 AUEs still owed are the combination of housing obligations owed by: IHC owing 6.82 AUEs (5,456 SF); and Physicians Holdings owing 4.996 AUEs (3,996.8 SF). Approval is subject to the recordation of deed restrictions in a form approved by the City Attorney against existing rental units owned by Valley of Love LLC at both 1440 Empire and Rail Central Building #3 (second floor) 1790 Bonanza Drive Lot A. What follows is the Action letter for IHC.
2. IHC currently has 6.82 AUEs outstanding (5,456 SF).
3. IHC will fulfill 6.86 AUEs by placing deed restrictions on nine (9) units at 1440 Empire Avenue, owned by Valley of Love LLC: Unit numbers 1B, 1D, 2B, 2C, 2D, 3A, 3B, 3C & 3D totaling to 5,484 SF.

Conditions of Approval:

1. Inspection must be completed on all the 1440 Empire Avenue units to ensure they meet the minimum standard conditions included as Attachment 3.
2. Deed Restrictions in a form approved by the City Attorney's office shall be recorded against nine (9) units at 1440 Empire Avenue with initial maximum rent per 2-bedroom unit set at \$1,202.49 in July of 2019 to be adjusted annually in April.

If you have any questions about this action letter, please contact me. I can be reached at 435-615-5152 or via email at rhoda.stauffer@parkcity.org.

Sincerely,


Rhoda J. Stauffer
Affordable Housing Program

Attachments:

1. IHC 1st Amended Housing Mitigation Plan approved February 2, 2017
2. IHC/Physicians Holdings Proposal for 2nd Amended Housing Mitigation Plan dated January 2019.
3. Minimum Standard for condition of units.

**FIRST AMENDED AFFORDABLE HOUSING MITIGATION PLAN FOR THE MEDICAL
CAMPUS AT PARK CITY MEDICAL CENTER FINDINGS OF FACT, CONCLUSIONS
OF LAW AND CONDITIONS OF APPROVAL**

WHEREAS, the owners of the Medical Campus at Park City Medical Center located on Round Valley Drive have a total housing obligation of 90.47 AUEs established within the Annexation Agreement recorded January 23, 2007;

WHEREAS, 44.78 AUEs are fulfilled through development of 28 townhomes within the Park City Heights development and 22.37 AUEs are deferred or transferred through land deals, and 12.5 AUEs are fulfilled in exchange for a land lease with Peace House providing land for a new, expanded facility, and a balance of 10.82 AUEs remain to be fulfilled;

NOW, THEREFORE, the Housing Authority of Park City, Utah hereby approves the 1st Amendment to the Housing Mitigation Plan as follows:

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Housing Mitigation Plan submitted by the Owner is approved subject to the following Findings of Fact, Conclusions of Law, and Conditions of Approval.

Findings of Fact:

1. The original Annexation Agreement was recorded January 23, 2007.
2. The housing obligation is subject to the requirements of Housing Resolution 17-99.
3. The Housing Authority approved an overall housing obligation equal to 90.47 AUEs.
4. A Housing Mitigation Plan was approved on June 4, 2015 by the Housing Authority. Other than as amended herein, its findings of fact, conclusions of law and conditions of approval continue to apply.
5. The June 4, 2015 Housing Mitigation Plan has a typo in Line 3 of the Conclusions of Law stating that 11.82 AUEs remain to be fulfilled. It should read 10.82 AUEs.
6. Deferral of units resulting from the construction of the USSA facility equals 10.71 AUEs. The June 4, 2015 Housing Mitigation Plan finding of fact 4 stated 10.47 which is a typo.
7. Construction of 28 affordable townhomes within the Park City Heights development will fulfill 44.78 AUEs.
8. Transfer of development rights for one 25,000 square foot medical support building to Summit County for the Health Department and People's Health Clinic equals 5.83 AUEs.
9. Transfer of development rights for one 25,000 square foot medical support building to Physicians Holdings, LLC equals 5.83 AUEs.
10. Fulfillment of 12.5 AUEs were approved in exchange for a land lease to the Peace House for a campus that includes a minimum of the following: 12 transitional housing units totaling to 10,000 square feet, 7,200 square feet of

shelter space, and one employee apartment of a minimum of 800 square feet. The document signed for the June 4, 2015 approval stated 9,600 SF for the transitional housing space which is a typo. This typo does not affect the overall AUEs calculated for the project.

11. The Peace House campus equals a total of 22.5 AUEs of which 10 are in fulfillment of a Summit County housing obligation and therefore removed from the calculation resulting in 12.5 AUEs.
12. Lot 8 on which the Peace House campus will be constructed has no density due to its community benefit.
13. If IHC amends the MPD and has additional density assigned to the overall project, the density associated with the Summit County housing obligation (10 AUEs equaling 8,000 SF) shall be counted against any future density allocated to the overall project under the MPD. It is density being used for an outside entity's housing obligation.
14. The Owner submitted a proposed 1st Amendment to the Housing Mitigation Plan that would fulfill an additional 4 AUEs in exchange for a donation of \$816,000 to Peace House for the increased square footage incorporated into updated site plans for the new facility.
15. While the updated site plan added 8,057 SF, the Housing Authority only approved 5,599 square feet to be credited as AUEs. A chart is included below to illustrate the agreement.

Peace Housing New Facility Square Footage	Original 2015	Accepted by 1 st Amended
Transitional & Shelter units (2nd Floor)	17,200	21,300
Employee Units (2nd Floor)	800	2,080
Residential support (1st Floor)		
Laundry	N/A	219
Closet & Storage	N/A	-
Pantry & Storage	N/A	-
Total applicable AUE Square footage	18,000	23,599
divided by 800 - per AUE	22.50	29.50
Less county obligation	-10	-10
Less DV MPD AUEs	N/A	-3
Less IHC July 2015 approval	N/A	-12.5
AUE Credit	12.50	4.00

16. The existing Peace House shelter, which has been sold and will no longer fulfill housing obligations once the new facility opens, was built in fulfillment of three (3) AUEs of the housing obligation resulting from Deer Valley's MPD as amended (ELEVENTH AMENDED AND RESTATED LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT signed on March 23, 2011, page 5). Those three (3)

- Deer Valley AUEs will be fulfilled by the new Peace House facility and those three (3) AUEs will be removed from the calculation credited for the facility.
17. The donation amount of \$816,000 is equal to the following: August 2016 increase to the in-lieu fee of \$229,500 divided by 900 SF (current AUE) which equals \$255 per SF then multiplied by 800 SF (the definition of an AUE in Housing Resolution 17-99 which is the governing document for the Owner's housing obligations): $\$255 \times 800 \text{ SF} = \$204,000 \text{ per AUE} \times 4 = \$816,000$.

Conclusions of Law:

1. The Owner currently has 10.82 AUEs outstanding
2. The Owner will fulfill 4 AUEs with this Approval of an in lieu fee payment of \$816,000 to Peace House.
3. The Owner will have a balance of 6.82 AUEs still to be fulfilled following the completion of this plan.

Conditions of Approval:

1. If IHC amends the MPD and has additional density assigned to the overall project, the density associated with the Summit County housing obligation (10 AUEs equaling 8,000 SF) shall be counted against any future density allocated to the overall project under the MPD.
2. If Peace House ceases operation of their program on Lot 8 prior to 50 years from the date of signing this agreement, the Owner will owe the City 16.5 AUEs.
3. The Peace House must build the space consistent with the table in finding of fact 15 above.

SECTION 2. EFFECTIVE DATE. This approval shall take effect upon adoption and execution.

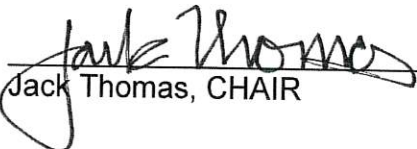
PASSED AND ADOPTED this 2nd day of February 2017.

PARK CITY HOUSING AUTHORITY

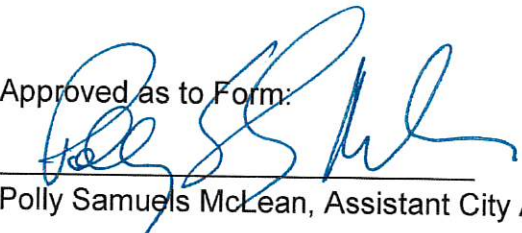


Attest:


Michelle Kellogg, City Recorder


Jack Thomas, CHAIR

Approved as to Form:


Polly Samuels McLean, Assistant City Attorney

**PARK CITY MEDICAL CENTER
MEDICAL CAMPUS
PHYSICIAN HOLDING LLC**

**HOUSING MITIGATION PLAN
PARK CITY HOUSING AUTHORITY**

JANUARY 2019

Background

The annexation agreement between Park City and Intermountain Healthcare included the elements of affordable housing that needed to be provided as part of the development of the annexation area. The base employee affordable housing associated with the hospital at full build out was 44.78 units. This part of the affordable housing obligation was to be satisfied by the donation of Lot 4 of the subdivision to Park City, and the construction of the units. These units were eventually relocated from Lot 4 and included in the Park City Heights project.

There were 10.47 affordable housing units associated with the USSA facility. These units were deferred.

There were 34.98 affordable housing units associated with the Medical Support density on the campus.

The affordable housing obligation of 5.83 units for Lot 7 was assumed by Physician Holdings when they purchased that lot from Intermountain. During 2011, Physician Holding LLC developed an employee/affordable housing plan which was reviewed by staff. The staff review recommended that the Physician Holding affordable housing obligation, based on their actual development was 4.996 units.

The affordable housing obligation of 5.83 units for Lot 10 was assumed by Summit County when Lot 10 and its density were ground leased to Summit County for the Public Health/People's Health Building.

In June 2016, the Housing Authority approved Intermountain Healthcare's housing mitigation plan which included approval of 12.5 units associated with Peace House, in recognition of the value of the ground lease that Intermountain signed with Peace House to provide the site for a new Peace House facility.

In February 2017, the Housing Authority approved the 1st amendment to Intermountain Healthcare's housing mitigation plan which approved an additional 4.0 units associated with Peace House, in exchange for a payment of \$816,000 by Intermountain to Peace House.

Intermountain has an obligation of 6.82 units of affordable housing remaining. This obligation is for the hospital density in the full build out phase of the approved MPD. Intermountain current estimates that this phase will be built between 2025 and 2035.

Intermountain also has a request with the Planning Commission for consideration of additional medical support density on the hospital campus. Any additional density, if approved, would generate additional affordable housing obligations for Intermountain.

Housing Mitigation Plan for Remaining Intermountain Obligation and Physician Holding LLC Obligation

Physician Holding LLC and Intermountain Healthcare have reached an agreement with Mark Fischer, Valley of Love, LLC and 1790 Bonanza, LLC to acquire the affordable housing units associated with the 1440 Empire Ave and the second floor of Rail Central building #3. If approved by the Housing Authority, Mark Fischer and the associated entities have agreed to Deed Restrict the relevant buildings so that they would become permanent affordable housing units within Park City.

As you may know, these buildings were designed by the Elliott Workgroup to be affordable housing units associated with the Bonanza Park development. Mr. Fischer no longer needs to hold these housing units since the City has purchased that property and acknowledged that he can separately attempt to sell these affordable housing units.

This proposal would permit the applicants to fulfill our affordable housing obligations with PCMC by working with Mr. Fischer and his associated entities.

Available Square Footage

1440 Empire	7,755
Rail Central	5,384
Total Available	13,139

Applicants' Obligations

	Required AUEs	Sq Ft Multiplier	Necessary Sq Ft
Physician Holdings	4.996	800	3,997
Intermountain	6.82	800	5,456
Available for Future	4.095	900	3,686
Total Square Feet			13,139

Requests for Housing Authority Approval

Physician Holding LLC and Intermountain Healthcare request that the Park City Housing Authority approve:

1. That the 1440 Empire and Rail Central Buildings be designated as affordable housing units.
2. That the existing Physician Holdings LLC obligation of 4.996 units will be fulfilled.
3. That the remaining Intermountain obligation from the annexation agreement and MPD approvals of 6.82 units will be fulfilled.
4. That if additional medical support density is approved by Park City, then 4.095 AUEs in these buildings will apply against the new affordable housing obligation that Intermountain will have due to the additional density.

Benefits of this Proposal

Physician Holdings LLC and Intermountain believe this proposal has several features that benefits all parties.

1. Existing buildings will become deed restricted, creating permanent affordable housing with Park City.
2. This proposal creates real additional units.
3. No current residents would be displaced by this proposal.
4. This proposal creates a precedent of an applicant (Intermountain) working with the city to provide real affordable housing units, in conjunction with a request to the city for approval of additional development rights.



MINIMUM STANDARDS FOR DEED RESTRICTED UNITS

- Clean Unit
- Carpets steam-cleaned two or three days prior to transfer
- All scratches, holes, burned marks repaired in hardwood floors, linoleum, tile, counter tops, etc. other than normal wear and tear.
- No broken or foggy windows
- All screens in windows (if screens were originally provided)
- All doors will be in working order with no holes
- All locks on doors will work
- All keys will be provided; e.g., door, mail box, garage
- All mechanical systems shall be in working order
- Walls clean and repainted as needed
- Other than normal wear and tear on carpet; if carpet has holes, stains, etc., the carpet and padding shall be replaced
- No leaks from plumbing fixtures
- Any safety hazard remedied
- Satisfaction of radon issue if found at time of inspection
- All light fixtures shall be in working order
- All appliances are in good working order and good condition

DEFINITIONS:

Clean Unit: All rooms will be cleaned as stated below:

Kitchen:

- Range – Inner and outer surfaces cleaned.
- Range hood and Exhaust Fan
- Refrigerator and Freezer – Inner and outer surfaces of refrigerator and freezer will be clean. Freezer will be defrosted.
- Cabinets and Countertops – Exterior and interior surfaces of cabinets and drawers will be clean. Door and drawer handles, if provided, shall be clean and in place.
- Sink and Garbage Disposal – Sink and plumbing fixtures will be clean. Garbage disposal must be in working order.
- Dishwasher – Must be in working order and inner and outer surfaces shall be clean.

Blinds, Windows, Screens:

- Mini-blinds, Venetian Blinds, Vertical Blinds, and Pull Shades – Will be clean.
- Windows – All window surfaces, inside and outside of the window glass, shall be clean.
- Screens – Screens will be clean and in place with no holes or tears.

Closets: Closets, including floors, walls, hanger rod, shelves and doors, shall be clean.

Light Fixtures: Light fixtures will be clean and shall have functioning bulbs/florescent tubes.

Bathrooms:

- Bathtub, Shower Walls, Sinks – Bathtubs, shower walls and sinks shall be clean.
- Toilet and Water Closet – Water closets, toilet bowls and toilet seats will be clean. If the toilet seat is broken or peeling, the seat shall be replaced.
- Tile – All tile and grout will be clean.
- Mirrors and Medicine Cabinets – Mirrors and medicine cabinets shall be cleaned inside and out.
- Shelves and/or Other Cabinetry – All other shelving or cabinetry shall be cleaned inside and out.

Walls, Ceilings, Painted Doors and Baseboards: Painted surfaces must be cleaned with care to ensure the surface is clean without damaging the paint.

Floors: Floor cleaning includes sweeping and mopping and could include stripping, waxing and buffing.

Interior Storage/Utility Rooms: Storage/utility rooms shall be cleaned. Properly cleaned storage/utility rooms will be free from odors, removable stains, grease marks or accumulations.

Washer/Dryer: Must be in working order and inner and outer surfaces shall be clean

Safety Hazard: Any item that provides a safety hazard shall be fixed. This would include, but is not limited to, exposed electrical wiring, satisfaction of any radon issue found, ventilation for gas hot water system, etc.

Walls clean and freshly painted if needed: All holes shall be patched; all posters, pictures, etc., shall be removed from all walls; all nails, tacks, tape, etc., shall be removed from all walls; and all walls shall be clean. If paint has been damaged, repainting must occur. If wallpaper has been placed on the wall and in good condition, the wallpaper can remain; if the wallpaper is peeling off, the wallpaper must be removed and walls painted.

Windows: If a window is broken, including the locking mechanism, the window shall be replaced. If the window has a fog residue in the inside, it shall be replaced.



Community Development

July 30, 2019

Bill Pidwell
Physician Holdings, LLC
2984 Estates Dr.
Park City, UT 84060

Dear Bill,

Please find below an Action Letter confirming the decision made by the Park City Housing Authority on April 18, 2019 to accept the recordation of deed restrictions on existing rental units in fulfillment of the housing obligation balances from the IHC/USSA/Burbidge Annexation Agreement recorded on January 23, 2007 as follows:

NOTICE OF HOUSING AUTHORITY ACTION

<u>Description:</u>	Updated/Amended Affordable Housing Mitigation Plan
<u>Project Title:</u>	IHC/USSA/Burbidge Annexation Agreement
<u>Date of Action:</u>	April 18, 2019

Summary of Housing Authority Action

On April 18, 2019, Park City Housing Authority approved an amended Housing Mitigation Plan for the housing obligations resulting from the IHC/USSA/Burbidge Annexation Agreement recorded on January 23, 2007. The Housing Authority approved the recordation of Deed Restrictions on existing rental units in fulfillment of a housing obligation of 4.996 AUEs (3,996SF). Deed Restrictions will be placed on three (3) units at 1440 Empire Avenue and ten (10) units at Rail Central Building #3 (second floor) 1790 Bonanza Drive Lot A.

1. Physicians Holdings, LLC currently has 4.996 AUEs in outstanding housing obligation (3,996.8 SF).
2. Physicians Holdings, LLC will fulfill 5 AUEs by recording deed restrictions on three (3) units at 1440 Empire Avenue (unit numbers 1A, 1C, and 2A totaling to 2,178 SF or 2.72 AUEs) and ten (10) SRO units at Rail Central (unit numbers 1, 2, 3, 4, 5, 9, 13, 14, 18, and 24 totaling to 1,823.25 SF or 2.28 AUEs).

Conditions of Approval:

**Park City Municipal Corporation • 445 Marsac Avenue • P.O. Box 1480 • Park City, UT 84060-1480
Phone (435) 615-5152 • FAX (435) 658-9091**

1. Inspection of all units to be deed restricted must be completed to ensure they meet the minimum standard conditions included as Attachment 2.
2. Deed Restrictions in a form approved by the City Attorney's office shall be recorded against three (3) units at 1440 Empire Avenue with initial maximum rent per 2-bedroom unit set at \$1,202.49 in July of 2019 to be adjusted annually in April.
3. Deed Restrictions in a form approved by the City Attorney's office shall be recorded against ten (10) units at Rail Central with initial maximum rent per unit set at \$461.01 per month in July of 2019 to be adjusted annually in April.

If you have any questions about this action letter, please contact me. I can be reached at 435-615-5152 or via email at rhoda.stauffer@parkcity.org.

Sincerely,



Rhoda J. Stauffer
Affordable Housing Program

Attachments:

- IHC/Physicians Holdings Proposal for 2nd Amended Housing Mitigation Plan dated January 2019.
- Minimum Standard for condition of units

Council Agenda Item Report

Meeting Date: February 27, 2020

Submitted by: Jason Glidden

Submitting Department: Community Development

Item Type: RDA

Agenda Section:

Subject:

Consideration to Approve the Disposition of City Property Located at 1333 Park Avenue, 1343 Park Avenue, and 1350 Woodside Avenue, and Authorize the City Manager to Enter into Sales Contracts with Qualified Buyers

(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Woodside Park Phase I Staff Report](#)

[Exhibit A: Woodside Park Phase I REPC](#)

Redevelopment Agency Staff Report

Subject: Disposition of City Property – Woodside Park Phase 1
Author: Jason Glidden
Department: Community Development
Date: February 27, 2020
Type of Item: Administrative

Recommendation

Acting as the governing board of the Redevelopment Agency (RDA), hold a public hearing regarding disposition of City affordable housing Property at Woodside Park Phase 1, located at 1333 Park Avenue, 1343 Park Avenue, 1350 Woodside Avenue. Staff recommends approving the disposition and authorizing the City Manager to enter into sales contracts, in a form approved by the City Attorney's office, with qualified affordable home buyers.

Background

Park City Municipal made Housing a Critical Community Priority in 2016. Since then, a flurry of activity has taken place related to increasing and protecting the supply of affordable housing, such as:

- PCMC solely funded the construction and development of 27 net new affordable housing units;
- Several property acquisitions prevented deed restricted units from losing their affordability requirements;
- New land acquisition to prioritize future housing needs and new inventory opportunities in lieu of allowing additional resort-related, and second home development;
- Exercised several rights-of-first-refusal in order to update and improve deed restrictions;
- Updated PCMC's official Housing Assessment and Plan;
- Updated the Land Management Code to eliminate some barriers to the private sector delivering affordable housing including reductions in setbacks, open space, and parking; and
- Required several private developments to deliver additional affordable housing units.

Approximately 85% of Park City's workforce lives outside Park City limits. While high Park City home prices are considered a positive outcome of the resort economy and good for individual property owners, they also create a host of complex community and neighborhood issues. Increasingly, the lack of affordable housing stock in Park City forces the majority of our workforce to drive in and out of town, increasing traffic and congestion, and also creating vibrancy and quality of life issues within neighborhoods formerly comprised of full time residents.

As part of the Council's goal to add 800 affordable/attainable units by the year 2026, the City began developing several community affordable housing developments. This particular request, for Woodside Park Phase 1, is a City funded housing development project located on the 13th block between Park Avenue and Woodside Avenue. The

project construction was completed in 2019, and is now ready to accept new homeowners.

Analysis

The Woodside Park Phase 1 housing project includes four single family homes and four townhomes with accessory studio units attached. The total construction cost was \$5,125,380, which included the full restoration of two historic homes. These units are planned to house 18 new Park City residents seeking affordable housing.

On June 20, 2019 ([Staff Report](#)), Council approved pricing for the Woodside Park Phase 1 units, and provided direction to retain one unit, located at 1334 Woodside (unit #4), for a future potential municipal need.

Accordingly, a future affordable homeowner lottery was held on December 23, 2019, creating a prioritized wait list. Over 200 applicants entered the lottery. Selected applicants were ranked based upon criteria and requested to submit a complete application in order to verify that they met all affordable housing requirements or to choose to defer and keep their position on the waitlist. Once applications were verified, individuals were matched with size-compatible units and given the opportunity to purchase at Woodside Park Phase 1. At this time, two additional units have been matched with buyers. Staff will return later for approval for disposition of the remaining properties at Woodside Park Phase 1. In order to complete the sale, Council must approve the property disposition, per PCMC Code Section 2-3-11, and authorize the City Manager to complete the sales at the following prices:

Name	Address	Price	Monthly Dues
Molly Guinan and Darren Northwood	1343 Park Ave	\$565,000	\$343.39
Andrew and Brittne Hecht	1350B Woodside Ave	\$359,000	\$310.80

One of the City's objectives with regard to pricing for affordable housing is to minimize subsidy levels to an average of 20% of construction costs, while working to keep sale prices affordable/attainable. This is a difficult balance in Park City due to our exceptionally high land and construction costs, yet a necessity if the City desires to continue to fund net new affordable housing without additional revenue streams.

Because Woodside Park Phase 1 is located within the Lower Park Avenue Redevelopment Area (LPRDA) boundary, the City is able to sell some of its units above standard affordable/attainable pricing levels. In actuality, the LPRDA money allows us to broaden pricing levels, thereby offering more housing options to a wider audience and reducing the PCMC monetary subsidies. These saved funds are then available for the next PCMC housing development or project.

Funding

The City allocated approximately \$19 million in Lower Park Ave RDA bond funds and \$5 million in Additional Resort Communities Sales Tax revenue for housing projects. Proceeds from the disposition of the property will be returned to the RDA for future affordable housing projects.

Exhibits

A DRAFT Real-Estate Purchase Contract & Addendum

REAL ESTATE PURCHASE CONTRACT

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

EARNEST MONEY DEPOSIT

On this _____ day of _____, 2020, ("Offer Reference Date") _____ ("Buyer") offers to purchase from Redevelopment Agency of Park City ("Seller") the Property described below and agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), an Earnest Money Deposit in the amount of \$1,000.00 the form of cash or check. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Escrow Agent, Park City Title, the Escrow Agent shall have four (4) calendar days in which to deposit the Earnest Money into the Escrow Account.

OFFER TO PURCHASE

1. PROPERTY: _____

City of _____, County of Summit, State of Utah, Zip _____ Tax ID No. _____ (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, 1.2 and 1.4.

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

1.2 **Other Included Items.** The following items that are presently owned and in place on the Property have been left for the convenience of the parties and are also included in this sale (check applicable box): ☒ washer ☒ dryer ☒ refrigerator ☒ microwave oven ☒ other (specify) _____

The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title. In addition to any boxes checked in this Section 1.2 above, there ☐ ARE ☒ ARE NOT additional items of personal property Buyer intends to acquire from Seller at Closing by separate written agreement.

1.3 **Excluded Items.** The following items are excluded from this sale: N/A

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

2. PURCHASE PRICE.

2.1 **Payment of Purchase Price.** The Purchase Price for the Property is \$ _____. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2.1(a) through 2.1(e) below. Any amounts shown in Sections 2.1(c) and 2.1(e) may be adjusted as deemed necessary by Buyer and the Lender (the "Lender").

\$1,000.00 _____	(a) Earnest Money Deposit. Under certain conditions described in the REPC, this deposit may become totally non-refundable.
\$N/A _____	(b) Additional Earnest Money Deposit (see Section 8.4 if applicable)
\$ _____	(c) New Loan. Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer: If an FHA/VA loan applies, see attached FHA/VA Loan Addendum.
\$ _____	(d) Seller Financing (see attached Seller Financing Addendum)
\$ _____	(e) Balance of Purchase Price in Cash at Settlement
\$ _____	PURCHASE PRICE. Total of lines (a) through (e)

2.2 **Sale of Buyer's Property.** Buyer's ability to purchase the Property, to obtain the Loan referenced in Section 2.1(c) above, and/or any portion of the cash referenced in Section 2.1(e) above ☐ IS ☒ IS NOT conditioned upon the sale of real estate owned by Buyer. If checked in the affirmative, the terms of the attached subject to sale of Buyer's property addendum apply.

3. SETTLEMENT AND CLOSING.

3.1 **Settlement.** Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed

and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any Loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new Loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder ("Recording"). The actions described in 3.2 (b) and (c) shall be completed no later than four calendar days after Settlement.

3.3 Possession. Except as provided in Section 6.1(a) and (b), Seller shall deliver physical possession of the Property to Buyer as follows: [X] Upon Recording; [] _____ Hours after Recording; [] _____ Calendar Days after Recording. Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property including any personal property and belongings. The provisions of this Section 3.3 shall survive Closing.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 4.1 shall survive Closing.

4.2 Special Assessments. Any assessments for capital improvements as approved by the homeowner's association ("HOA") (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: [X] Seller [] Buyer [] Split Equally Between Buyer and Seller [] Other (explain)_____. The provisions of this Section 4.2 shall survive Closing.

4.3 Fees/Costs/Payment Obligations.

(a) Escrow Fees. Unless otherwise agreed to in writing, Seller and Buyer shall each pay their respective fees charged by the escrow/closing office for its services in the settlement/closing process. The provisions of this Section 4.3(a) shall survive Closing.

(b) Rental Deposits/Prepaid Rents. Rental deposits (including, but not limited to, security deposits, cleaning deposits and prepaid rents) for long term lease or rental agreements, as defined in Section 6.1(a), and short-term rental bookings, as defined in Section 6.1(b), not expiring prior to Closing, shall be paid or credited by Seller to Buyer at Settlement. The provisions of this Section 4.3(b) shall survive Closing.

(c) HOA/Other Entity Fees Due Upon Change of Ownership. Some HOA's, special improvement districts and/or other specially planned areas, under their governing documents charge a fee that is due to such entity as a result of the transfer of title to the Property from Seller to Buyer. Such fees are sometimes referred to as transfer fees, community enhancement fees, HOA reinvestment fees, etc. (collectively referred to in this section as "change of ownership fees"). Regardless of how the change of ownership fee is titled in the applicable governing documents, if a change of ownership fee is due upon the transfer of title to the Property from Seller to Buyer, that change of ownership fee shall, at Settlement, be paid for by: [] Seller [] Buyer [] Split Equally Between Buyer and Seller [] Other (explain) N/A. The provisions of this Section 4.3(c) shall survive Closing.

(d) Utility Services. Buyer agrees to be responsible for all utilities and other services provided to the Property after the Settlement Deadline. The provisions of this Section 4.3(d) shall survive Closing.

(e) Sales Proceeds Withholding. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 4.3(e) shall survive Closing.

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

Seller's Agent(s) N/A, represent(s) [] Seller [] both Buyer and Seller as Limited Agent(s);

Seller's Agent(s) Utah Real Estate License Number(s): _____.

Seller's Brokerage N/A, represents [] Seller [] both Buyer and Seller as Limited Agent;

Seller's Brokerage Utah Real Estate License Number: _____.

Buyer's Agent(s) N/A, represent(s) [] Buyer [] both Buyer and Seller as Limited Agent(s);

Buyer's Agent(s) Utah Real Estate License Number(s): _____.

Buyer's Brokerage N/A, represents [] Buyer [] both Buyer and Seller as a Limited Agent.

Buyer's Brokerage Utah Real Estate License Number: _____.

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by special warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8.

(a) Long-Term Lease or Rental Agreements. Buyer agrees to accept title to the Property subject to any long-term tenant lease or rental agreements (meaning for periods of thirty (30) or more consecutive days) affecting the Property not expiring prior to Closing. Buyer also agrees to accept title to the Property subject to any existing rental and property management agreements affecting the Property not expiring prior to Closing.

The provisions of this Section 6.1(a) shall survive Closing.

(b) **Short-Term Rental Bookings.** Buyer agrees to accept title to the Property subject to any short-term rental bookings (meaning for periods of less than thirty (30) consecutive days) affecting the Property not expiring prior to Closing. The provisions of this Section 6.1(b) shall survive Closing.

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

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

- (a) a written Seller property condition disclosure for the Property, completed, signed and dated by Seller as provided in Section 10.3;
- (b) a *Lead-Based Paint Disclosure & Acknowledgement* for the Property, completed, signed and dated by Seller (only if the Property was built prior to 1978);
- (c) a Commitment for Title Insurance as referenced in Section 6.1;
- (d) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (e) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (f) a copy of any long-term tenant lease or rental agreements affecting the Property not expiring prior to Closing;
- (g) a copy of any short-term rental booking schedule (as of the Seller Disclosure Deadline) for guest use of the Property after Closing;
- (h) a copy of any existing property management agreements affecting the Property;
- (i) evidence of any water rights and/or water shares referenced in Section 1.4;
- (j) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations;
- (k) In general, the sale or other disposition of a U.S. real property interest by a foreign person is subject to income tax withholding under the *Foreign Investment in Real Property Tax Act of 1980* (FIRPTA). A "foreign person" includes a non-resident alien individual, foreign corporation, partnership, trust or estate. If FIRPTA applies to Seller, Seller is advised that Buyer or other qualified substitute may be legally required to withhold this tax at Closing. In order to avoid closing delays, if Seller is a foreign person under FIRPTA, Seller shall advise Buyer in writing; and
- (l) Other (specify) _____

8. BUYER'S CONDITIONS OF PURCHASE.

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

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

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

(c) **Failure to Cancel or Resolve Objections.** If Buyer fails to cancel the REPC or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition, and except as provided in Sections 8.2(a) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

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

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

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

Condition, and except as provided in Sections 8.1(b) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

8.3 FINANCING CONDITION. (Check Applicable Box)

(a) ☐ No Financing Required. Buyer's obligation to purchase the Property IS NOT conditioned upon Buyer obtaining financing. If checked, Section 8.3(b) below does NOT apply.

(b) ☒ Financing Required. Buyer's obligation to purchase the Property IS conditioned upon Buyer obtaining the Loan referenced in Section 2.1(c). This Condition is referred to as the "Financing Condition." If checked, Sections 8.3(b)(i), (ii) and (iii) apply; otherwise they do not. If the REPC is not cancelled by Buyer as provided in Sections 8.1(b) or 8.2(a), then Buyer agrees to work diligently and in good faith to obtain the Loan.

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

(ii) **Buyer's Right to Cancel After the Financing & Appraisal Deadline.** If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to the escrow/closing office as required under Section 3.2, then Buyer shall not be obligated to purchase the Property and Buyer or Seller may cancel the REPC by providing written notice to the other party.

(iii) **Earnest Money Deposit(s) Released to Seller.** If the REPC is cancelled as provided in Section 8.3(b)(ii), Buyer agrees that all of Buyer's Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. Seller agrees to accept, as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

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

9. ADDENDA. There ☒ ARE ☐ ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: ☒ Addendum No. 1 ☐ Seller Financing Addendum ☐ FHA/VA Loan Addendum ☐ Other (specify) Deed Restrictions, City Council approval of sale in an open and public meeting, HOA reserve fund Declaration of Covenants, Conditions and Restrictions.

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

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

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

10.3 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller property condition disclosure as stated in Section 7(a); (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23, ordinary wear and tear excepted; (d) deliver the Property to Buyer in broom-clean condition and free of debris and personal belongings; and (e) repair any Seller or tenant moving-related damage to the Property at Seller's expense. The provisions of Section 10.3 shall survive Closing.

11. FINAL PRE-SETTLEMENT WALK-THROUGH INSPECTION. No earlier than seven (7) calendar days prior to Settlement, and upon reasonable notice and at a reasonable time, Buyer may conduct a final pre-Settlement walk-through inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.2 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a walk-through inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented.

12. CHANGES DURING TRANSACTION. Seller agrees that except as provided in Section 12.5 below, from the date of Acceptance until the date of Closing the following additional items apply:

12.1 Alterations/Improvements to the Property. No substantial alterations or improvements to the Property shall be made or undertaken without prior written consent of Buyer.

12.2 Financial Encumbrances/Changes to Legal Title. No further financial encumbrances to the Property shall be made, and no changes in

the legal title to the Property shall be made without the prior written consent of Buyer.

12.3 Property Management Agreements. No changes to any existing property management agreements shall be made and no new property management agreements may be entered into without the prior written consent of Buyer.

12.4 Long-Term Lease or Rental Agreements. No changes to any existing tenant lease or rental agreements shall be made and no new long-term lease or rental agreements, as defined in Section 6.1(a), may be entered into without the prior written consent of Buyer.

12.5 Short-Term Rental Bookings. If the Property is made available for short-term rental bookings as defined in Section 6.1(b), Seller MAY NOT after the Seller Disclosure Deadline continue to accept short-term rental bookings for guest use of the property without the prior written consent of Buyer

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

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

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

16. DEFAULT.

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

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

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

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

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

20. INSURANCE & RISK OF LOSS.

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

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

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

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. The REPC may be executed in counterparts. Signatures on any of the Documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

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

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

- (a) Seller Disclosure Deadline _____(Date)
- (b) Due Diligence Deadline _____(Date)
- (c) Financing & Appraisal Deadline _____(Date)
- (d) Settlement Deadline _____(Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5:00 [] AM [X] PM Mountain Time on _____(Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

(Buyer's Signature) (Date) (Buyer's Signature) (Date)

ACCEPTANCE/COUNTEROFFER/REJECTION

- CHECK ONE:
- [] ACCEPTANCE OF OFFER TO PURCHASE: Seller Accepts the foregoing offer on the terms and conditions specified above.
 - [] COUNTEROFFER: Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____.
 - [] REJECTION: Seller rejects the foregoing offer.

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL,
EFFECTIVE SEPTEMBER 1, 2017. AS OF JANUARY 1, 2018, IT WILL REPLACE AND SUPERSEDE THE PREVIOUSLY APPROVED VERSION OF THIS FORM.
THIS FORM HAS BEEN AMENDED AS FOLLOWS: IN PARAGRAPH 6.1 "GENERAL WARRANTY DEED" HAS BEEN AMENDED TO "SPECIAL WARRANTY DEED"