PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
February 2, 2017

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, February 2, 2017.

STUDY SESSION

4:30 p.m. – Joint Meeting with the Library Board and Fiscal Year 2016 Annual Report PAGE 3

WORK SESSION

5:15 p.m. – Traffic and Transportation Master Plan Annual Report Card PAGE 9

5:30 p.m. – Discuss Public Utilities and Streets Facility - Employee Housing Alternatives PAGE 16

REGULAR MEETING
6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports:

- Parking Technology Update PAGE 27
- Park City Clean Energy Video Premiere PAGE 30
- Winter Recess Student Admission to Park City Facilities PAGE 32

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 5, 10, 12, 17, and 19, 2017 PAGE 35

V. OLD BUSINESS

1. 2017 Legislative Update PAGE 67

VI. NEW BUSINESS

1. Consideration to Authorize the Mayor to Execute an Amendment to the Existing Historic Preservation Easement for the Historic House and Garage Located at 664 Woodside Avenue PAGE 68

(A) Public Hearing (B) Action

2. Consideration to Authorize the City Manager to Execute a Construction Agreement, in a Form Approved by the City Attorney, with COP Construction L.L.C. for the Construction of the Creekside Water Treatment Plant for an Amount Not to Exceed $3,426,935.00 PAGE 115

(A) Public Hearing (B) Action

3. Consideration to Authorize the City Manager to Execute the Fifth Addendum for the Well Source Alternatives Assessment Professional Services Agreement (PSA) with CH2M Hill Engineers (CH2M), in a Form Approved by the City Attorney, for Additional Park Meadows Well Filtration (Creekside Water Treatment Plant) Design and Construction Engineering Services for an Increase to the Current Contract Amount of $177,000.00 for a Total Contract Amount Not to Exceed $656,671.00 PAGE 124

(A) Public Hearing (B) Action

VII. HOUSING AUTHORITY MEETING

ROLL CALL

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

NEW BUSINESS

1. Consideration to Amend the Approved Affordable Housing Mitigation Plan Proposed by Intermountain Healthcare for the Housing Obligation Resulting from the Annexation Agreement Recorded on January 23, 2007 PAGE 141

(A) Public Hearing (B) Action

VIII. ADJOURNMENT

IX. CLOSED SESSION

To Discuss Property, Personnel and Litigation

X. 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

DATE: February 2, 2017

TO HONORABLE MAYOR AND COUNCIL

The Park City Library Director and the Park City Library Board would like to thank Mayor Thomas and City Council for the opportunity to share in a joint meeting and to present the Library's FY16 Annual Report. In Fiscal Year 2016 (FY16), the Park City Library reopened to accolades after a year-long relocation while undergoing renovation. Usage sky-rocketed in the newly renovated building with library visits increasing 67%.

Respectfully:

Adriane Juarez, Library Director

City Council Manager's Report

Subject: Library Board Joint Meeting and FY16 Annual Report
Author: Adriane Herrick Juarez
Department: Library
Date: February 2, 2017

The Park City Library Director and the Park City Library Board would like to thank Mayor Thomas and City Council for the opportunity to share in a joint meeting and to present the Library's FY16 Annual Report. Nann Worel serves as the City Council Liaison to the Library Board.

Nann Worel, City Council Liaison

Email: nann.worel@parkcity.org

Reappointed Annually

Current Board:

Margie Schloesser, Chair

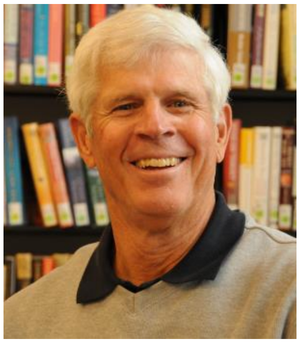
Margie Schloesser is a retired IT executive that has lived in Park City for 15 years with her husband Peter and two sons, Ben and Patrick. She is the co-owner and operator of The Jefferson, an event venue in the Memphis area. She is a year-round volunteer with Sundance and has actively volunteered with McPolin Elementary and Ecker Hill Middle School.

Email: margieschloesser@gmail.com Term Expires: July 2017

Chris Cherniak, Vice-Chair

Chris Cherniak has a total of 30 years' experience as an environmental engineer and consultant. In addition to consulting, Mr. Cherniak currently co-hosts "This Green Earth", a weekly radio show covering environmental news and issues, broadcast on KPCW, the NPR affiliate for Park City. He is also one of the founding members of Summit Community Power Works.

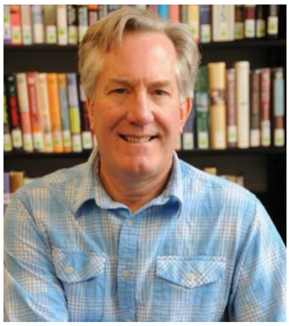
Email: chris@cherniakenvironmental.com Term Expires: July 2017



Jerry Brewer

Jerry Brewer was born and raised in Manhattan Beach, CA; attended and graduated from UCLA; spent 7 years in the Navy: 1 1/2 years in Flight School in Meridian, MS, 3 1/2 years flying the A-7 in Jacksonville, FL and aircraft carriers, and 2 years as an instructor pilot flying the TA-4 in Beeville, TX. He was hired as a pilot by Western Airlines in 1977 and flew for Western and, after the merger, with Delta Airlines. He has lived in Park City since 1999, retiring from flying in 2004.

Email: sandjbrewer@comcast.net Term Expires: July 2018



John Fry

John Fry owns and operates Basix, LLC from his home in Park City. Basix provides value-added programs and specialized networks to health plans in 17 states and the District of Columbia. John has lived in town for 6 years so is reaching the point that long-term residents are only slightly suspicious of him. John holds an MBA and has published articles and a book about health care financing and management.

Email: johnf@basixservices.com Term Expires: July 2017

Jess Griffiths

Jess Griffiths is a lawyer whose practice focuses primarily on assisting clients with their most challenging business and legal issues - strategic thinking and implementation strategies, compliance, intellectual property rights protection, brand development, new markets, technology licensing, implementation and development, healthcare, risk assessment and general counseling of emerging businesses.

Email: jess.h.griffiths@gmail.com Term Expires: July 2018

Abby McNulty

Abby McNulty has 20 years' experience working in the nonprofit sector with a focus on strategic development, community engagement and leadership. She is currently the Executive Director of the Park City Education Foundation. Abby and her husband George live in Old Town with their two young children, Cal and Scarlett.

Email: amcnulty@pcschools.us Term Expires: July 2016

Kristy Hoffman volunteers at McPolin Elementary has served as the school Live PC, Give PC Chair for a number of years. She works with the Park City Education Foundation annually with the Red Apple Gala, Running with Ed, and Phone-A-Thon fundraisers. She has a strong love of books, which she has gladly passed along to her daughter.

Email: kristy_hoffman@msn.com Term Expires: July 2019

Kristy Hoffman

Jane Osterhaus has lived in Park City since 2000. She has been an active volunteer and is an avid reader. She is one of the most recent additions to the library BOD.

Email: jtosterhaus@mac.com Term Expires: July 2018

Jane Osterhaus

Ann Whitworth is a retired elementary school teacher, Friends of the Library member for 5 years, and is passionate about the importance of books and libraries.

Reappointed Annually

Ann Whitworth, Friends of the Library Liaison

The Library Board of Trustees

The Park City Library Board of Trustees, representing the citizens of Park City, and working in partnership with the Library Director, evaluates library services and community needs, establishes library policies, and sets goals to be implemented by the director and staff. Board members inform others about library services, needs, and accomplishments to foster a positive public image and build community support.

The Park City Library Board of Trustees consists of five to nine voting members appointed by the Park City Council, and one non-voting member of Council. The Library Director attends Board meetings but is not a voting member. Trustees are appointed for three-year terms and may be re-appointed once. Individual Board members contribute personal volunteer time to working in the library.

Annual Report Highlights

In Fiscal Year 2016 (FY16), the Park City Library reopened to accolades after a year-long relocation while undergoing renovation. Usage skyrocketed in the newly renovated building with library visits increasing 67%. Collections grew by almost 17,000 items. New meeting rooms were utilized 1,755 times and study rooms were used 5,356 times. Statistics showed increases in all areas as compared to those of the last year in the pre-renovated building in FY14:

- 161,216 people visited the library (96,594 in FY14)
- 100,018 items were checked out (79,709 in FY14)
- 16,483 public computer sessions were used (14,691 in FY14)
- 40,089 Wi-Fi sessions were used (18,706 in FY14)

The Library belongs to the entire community and will serve for generations to come. During the first year in the renovated building, people enjoyed spending time in the updated library, having a drink in the new coffee shop, editing a movie in the YouCreate Lab, recording music in the sound booth, checking out books, reading in a quiet corner, playing with a child in the Mining Mountain, browsing magazines and newspapers in the Reading Room, seeing a film in the Jim Santy Auditorium, holding gatherings in the new meeting rooms, attending children's storytimes, working on projects in new study rooms, and overall spending time in the new spaces. Everyone in Park City made the outstanding 21st Century Library a reality. Thank you!

The Library's Annual Report can be found in full at:

http://parkcitylibrary.org/about/library-annual-report/

Successful Library Reaccreditation

On November 28, the Utah State Library Division sent the Park City Library a congratulatory letter on receiving reaccreditation with *Quality Library Status*, indicating that our library provides a level of service to the community that exceeds the standards developed by Utah public librarians and adopted by the State Library Board. As a Quality Library, our organization is proven as an active, involved, and vital part of the community providing essential resources. State accreditation makes the Library eligible to receive funds from the *Community Library Enhancement Fund* (CLEF) in addition to other support services provided by the State Library. Furthermore, Quality Status means the Park City Library will not need to complete another certification process until Spring 2018.

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

Utah State Library
Division

Donna Jones Morris
Director

November 28, 2016

Director Adriane Juarez
Park City Library
1255 Park Ave
Park City, Utah 84060-0668

Dear Adriane:

Congratulations! Park City Library has achieved Certified Public Library status. In addition, the library has achieved **Quality Library** status! The Quality status indicates that everybody involved has gone the extra mile.

This means that Park City Library provides a level of service to the community that exceeds the standards developed by Utah public librarians and adopted by the State Library Board. As a Quality Library, the institution is an active, involved, and vital part of the community. It provides resources and services beyond the four walls of the library and exemplary outreach to all residents. And it means that the library is eligible to receive funds from the Community Library Enhancement Fund (CLEF) distribution in the spring of 2017, in addition to other support services provided by the State Library. Furthermore, your library will not need to complete the certification process until Spring 2018.

The State of Utah has appropriated $565,000 for certified public libraries for the past thirty years. We count on your stories to help sustain and eventually enhance the amount of money appropriated for CLEF each year. Please help us by filling out the CLEF survey when we request it, including stories that demonstrate the impact that these funds have on library services in your community. Please also contact your legislators directly to thank them for the money you receive.

Commitment to excellent library service indicates team work. It takes leadership from the director, funding and support from the city/county government, dedication from all library staff, support from the community, training for the staff and board, planning, and constant attention to community needs.

Please let your State Library consultant or me know if you have any questions and thanks to all of you for your work to deliver the best possible library services.

Warmest regards,

Donna Jones Morris

Donna Jones Morris
State Librarian/Division Director

Utah Department of Heritage & Arts

250 N 1950 W, Ste A • Salt Lake City, Utah 84116 • (801) 715-6777 • facsimile (801) 715-6767 • library.utah.gov

PARK CITY
1884

DATE: February 2, 2017

TO HONORABLE MAYOR AND COUNCIL

This report presents the Report Card for 2015-2016 and summarizes key information contained within. The Report Card was established in the 2011 TTMP and is intended as a tool to identify progress toward goals for multi-modal transportation in Park City with a 2040 planning horizon. In addition, this report includes a set of Transportation Planning Team recommendations for a redesign of the Report Card, which seek to improve its effectiveness as a tool for communicating and evaluating progress toward City transportation goals and objectives. Staff will return to Council regarding specific metrics/indicators to be monitored going forward prior to implementation.

Respectfully:

Alfred Knotts, Transportation Planning Manager

City Council
Staff Report

Subject:	**Traffic and Transportation Master Plan Annual Report Card**
Author:	**Alfred Knotts, Transportation Planning Manager** **Julia Collins, Senior Transportation Planner** **Matthew Hartnett, Associate Transportation Planner**
Department:	**Transportation Planning**
Date:	**February 2, 2017**
Type of Item:	**Work Session Discussion**

Summary Recommendations:
Council should review the Traffic and Transportation Master Plan (TTMP) Report Card accompanying this report. Additionally, Council should review City staff's recommendations for a redesign of the TTMP Report Card.

Acronyms Used in This Report:

GHG	Green House Gas
SOV	Single Occupant Vehicle
TDM	Transportation Demand Management
TTMP	Traffic and Transportation Master Plan
VMT	Vehicle Miles Traveled

Executive Summary:
This report presents the Report Card for 2015-2016 and summarizes key information contained within. The Report Card was established in the 2011 TTMP and is intended as a tool to identify progress toward goals for multi-modal transportation in Park City with a 2040 planning horizon. In addition, this report includes a set of Transportation Planning Team recommendations for a redesign of the Report Card, which seek to improve its effectiveness as a tool for communicating and evaluating progress toward City transportation goals and objectives. Staff will return to Council regarding specific metrics/indicators to be monitored going forward prior to implementation.

The Problem:
Currently SR 224, SR 248, and local streets are at or exceeding capacity during peak times. The City and County have developed a comprehensive strategy of transit service improvements, transportation demand management and active transportation programs, and priority capital projects focused on giving priority to transit to address this Critical Priority. The strategy has been reaffirmed by both City and County councils and validated by the public as demonstrated by the passage of Proposition 9 and 10 in November 2016. Staff believes it is imperative to be able to track progress on reducing congestion and VMT amongst other transportation system performance measures. The current Report Card in the TTMP does not effectively accomplish this nor does it serve to track project level effectiveness on a project by project basis.

Background:
On October 6, 2011, City Council adopted the TTMP, which established a vision for the development of a multi-modal transportation system in Park City and the region to the year 2040. The TTMP established an Annual Report Card, a series of measurements of various transportation indicators. The intention of the Report Card was to create a standardized method of reporting on progress toward 31 targets to be achieved by the year 2040. A complete copy of the plan can be found at:
http://52.26.130.11/Home/ShowDocument?id=8296

On November 19, 2015, city staff presented to Council the most recent review of the annual Report Card. Council requested that future reports include short-term goals in addition to the 2040 targets monitored in the Report Card. The 2015 Report Card and staff report can be found at the following link:
http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=2078&Inline=True

Documentation of this discussion can be found on page 6 of the meeting minutes:
http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=12&ID=1510&Inline=True

Analysis:
The annual review of the Report Card allows Council, City staff, and the public to identify areas where the City is making positive progress toward the 2040 targets identified in the TTMP as well as areas where the City may need to reprioritize resources in order to meet those targets. Reviewing the Report Card for 2015-2016, City staff has identified a number of areas that require more rigorous evaluation and may call for development and implementation of corrective strategies to meet 2040 targets. These areas are summarized below. The completed 2015-2016 Report Card is attached to this report (Attachment A). A complete description of how measurements in the Report Card are collected can be found on page APP – 19 of the TTMP:
http://52.26.130.11/Home/ShowDocument?id=8296

SOV Mode Share
Single-day morning peak hour counts of vehicle occupancy along both the SR-224 and SR-248 corridors indicate SOV rates greater than 80% (30-percentage points higher than the TTMP's 2040 SOV mode share target of ≤ 50% for both corridors).

City staff is currently in the implementation phase of the recently adopted TDM Plan and Downtown and Main Street Parking Management Plan, which is intended to incentivize residents, employees and visitors to reduce SOV trips. Implementation of these plans has been initiated and will continue as part of the implementation of the Transportation Strategic Plan. City staff will monitor the impact of these plans on SOV mode share throughout implementation and make adjustments to strategies and programs accordingly. The TDM Plan can be viewed at the following link http://www.parkcity.org/Home/ShowDocument?id=32722 while the Downtown and Main Street Parking Management Plan can be viewed at this following link http://52.26.130.11/home/showdocument?id=29347

Transit and Active Modes Travel Times
Travel time ratios for the three sample journeys presented in the Report Card indicate that driving enables users to accomplish trips within Park City much more quickly than riding transit or bicycling. The TTMP set 2040 targets for transit and bicycling trips to be at least as time efficient as driving trips.

City staff will be working toward implementation of a number of capital improvement projects, such as improvements along the SR-248 corridor and the construction of remote park and ride facilities, as well as advancing a number of transit improvement projects that would expand service area and service hours, increase frequency, improve on-time performance, and provide on-demand first-mile/last-mile connections. These projects and improvements will make transit a viable option for greater numbers of travelers in the Park City area and are intended to make travel times via transit comparable with the private automobile.

To encourage a shift from SOV travel to more sustainable methods of transportation, staff recommends that the City not only continue to prioritize improvements that make transit and active modes more time efficient, but also to pursue additional strategies to influence traveler behavior. The City's TDM Plan and Downtown and Main Street Parking Management Plan will introduce financial incentives (and disincentives) that will change travelers' evaluation of possible modes for a given journey from an evaluation based on primarily travel time to one based on travel time, convenience, and some financial cost or reward. These plans represent significant efforts to bring about meaningful behavioral change, but will require fiscal and human resources, private sector support, and political will to succeed.

Petroleum Use and GHG Emissions
The increases in the estimated measures for petroleum use and GHG emissions indicate that there has been growth in the adverse environmental and air quality impacts connected to use of Park City's transportation system. Growth of these negative externalities is largely attributable to the prevalence of SOV use. The above sections outline the primary strategies and projects City staff are undertaking to address this negative trend.

Alternatives for City Council to Consider

Recommended Alternative: Redesign of the Annual Report Card:
The Transportation Planning Team would like to propose Council consider a redesigned Report Card. Following review of the TTMP Report Card, City staff has identified opportunities to create a redesigned system of annual reporting that is more intuitive, more constructive, and better utilizes the increasing wealth of data relevant to the performance of Park City's transportation system and behavior of its users. The Boulder, CO *Transportation Report on Progress* provides an example of the Transportation Planning Team's vision for an improved Report Card. A complete copy of the City of Boulder's 2016 *Transportation Report on Progress* can be found at:

https://www-static.bouldercolorado.gov/docs/2016_Transportation_Report_on_Progress-1-201603181433.pdf?_ga=1.44644580.1335140015.1484331317

City staff contends that revising the methodology and format of the Report Card similar to that of Boulder's would better reflect the unique transportation goals and challenges of Park City would produce the following advantages:

Pros:

- *Improved Readability*

The Boulder report represents a self-contained document that provides the reader with a comprehensive understanding of the City's (1) transportation priorities and objectives, (2) current projects, (3) long-term vision and (4) short-term action plan. This provides the reader with improved context with which to review the trends relating to the performance of the City's transportation system and behavior of its users, found at the end of the report. Additionally, the Boulder report identifies and defines only a small number of key, high-level performance measures for which these trends are analyzed. Similar simplification and prioritization of the performance measures included in the TTMP Report Card would make the it more intuitive and illustrative of the state of progress toward Park City's broader transportation objectives.

- *Increased Focus on Short-Term Trends and Emphasis of Short-Term Priorities*

As described above, in addition to a review of trends in performance measures illustrative of long-term transportation objectives, the Boulder report features a review of recent and ongoing projects as well as defines a short-term action plan. By broadening the TTMP Report Card to incorporate similar additions, there will be an increase in the utility of future Report Cards for short-term planning.

- *Capitalizes on Increasing Wealth of Transportation Data*

In considering possible improvements to the scope of the TTMP Report Card, the Transportation Planning Team also identified opportunities to redesign the Report Card to better incorporate a growing wealth of quality transportation data. New data tools will allow the Transportation Planning team to better design the performance measures in the Report Card to align with the City's true transportation priorities. In the current version of the TTMP Report Card, for example, a number of the metrics discussed earlier in this report concern the travel time competitiveness of SOVs vs. transit and active modes. The motivation for these measures is to suggest year-over-year trends in the travel time competitiveness of alternative modes, but they fail to provide a picture of broader impacts such as traffic volumes and shifts in mode share. By taking advantage of data sources that will continue to improve, City Staff can better capture trends directly related to Council's critical priorities of reducing congestion and VMT.

Cons:

- Staff has not identified any cons with the recommended alternative.

Null Alternative:
Council could choose not to modify the Report Card and staff will continue to report consistent with the TTMP.

Pros:

- No new additional resources would be required.

Cons:

- Effective transportation system performance monitoring would continue to be in adequate and near-term trends would be difficult to determine.
- Prioritization of projects and their effectiveness would be difficult to determine.

Attachments
A TTMP Report Card for 2015-2016

Details

	2040 Target	2014-2015	2015-2016	Goal Action
Complete Streets (Goal One)				
SR-224 Single Occupancy Vehicle Share	50%	65%	80%	
SR-248 Single Occupancy Vehicle Share	50%	79%	85%	
Percent houesholds within 1/4 mile of transit stop (Density > 4 units/acre)	100%	94% of HHs with density > 4 units/acre	94% of HHs with density > 4 units/acre	
Percent houesholds within 1/4 mile of primary bike corridor (Density > 4 units/acre)	100%	84% of HHs with density > 4 units/acre	84% of HHs with density > 4 units/acre	
Convenient Transit (Goal Two)				
Daily bus hours (local service)	450 hrs	204.25 hrs	194.4 hrs	
Transit Spine Frequency (Fresh Market to OTTC)	10 min	10 min	10 min	
Regional Spine (Fresh Market to Kimball Junction)	10 min	30 min	15 min	
PCMR to PCHS (Bus Travel Time minus Drive Time)	10 min	5 min	5 min	
Transit Center to PC MARC (Bus - Drive Time)	10 min	9 min	16 min	
DV to Snow Creek Liquor Store (Bus - Drive Time)	10 min	13 min	13 min	
Regional Transit (Goal Three)				
Daily Bus Hours (Regional Service)	350 hrs	104 hrs	116.7 hrs	
Communities Served	5	SLC, Basin	SLC, Basin	
Connected Out-of-the-car (Goal Four)				
Primary bike corridor completion (expected by 2020)	100%	94%	Added path upgrades on east side of 224	
Secondary bike corridor completion (expected by 2020)	75%	63%	No change	
Increase Mobility & Reduce Car Travel (Goal Five)				
Drive time PCMR to PCHS (6 minute baseline)	< 10% increase	6:26 (7% increase)	7:53 (31% increase)	
Drive time Transit Center to PC MARC (7 min baseline)	< 10% increase	6:14 (less than baseline)	5:52 (less than baseline)	
Drive Time DV to Snow Creek Liquor Store (7 min baseline)	< 10% increase	7:45 (11% increase)	7:03 (1% increase)	
Ratios of Car to Bike and Bus Travel (Goal Five)				
Drive time/bike time (PCMR to PCHS)	More than 1	0.68	0.71	
Drive time/bike time (Transit Center to PC MARC)	More than 1	0.97	0.65	
Drive time/bike time (DV to Snow Creek Liquor Store)	More than 1	1.02	0.54	
Drive time/transit time (PCMR to PCHS)	More than 1	0.43	0.79	
Drive time/transit time (Transit Center to PC MARC)	More than 1	0.58	0.27	
Drive time/transit time (DV to Snow Creek Liquor Store)	More than 1	0.63	0.19	
No New Milage (Goal Six)				
Total lane miles	Less than 250	201	202	
Promote Safety & Active Living (Goal Seven)				
Crash Rate	Decreasing from 7.9 baseline	7.2	5.2	
Transportation Fatalities	0	0	1	
McLeod Creek Trail Usage per day	10% increase	134	266	increase
Poison Creek Trail Usage per day	10% increase	622	721	increase
Rail Trail Usage per day	10% increase	806	788	decrease
Dan's to Jan's Sidewalk Usage per day (west)	10% increase	Under construction (1,080 in 2013-2014)	290	decrease
Little Kate Sidewalk Usage per day	10% increase	47	66	increase
Transportation Adds to Community (Goal Eight)				
Change in Gateway AADT/Housing Units	Less than 1	1.03	1.05	
Change in Gateway AADT/Jobs	Less than 1	1	1.04	
Estimated Petrolem Consumption Equivalent (kBTU)	Decreasing from 570 M baseline	644 M	711 M	
Estimated Annual Greenhouse Gas Emissions (short tons)	Decreasing from 50.2 K baseline	56.8 K	62.8 K	
Convenient Multi-Modal Access (Goal Nine)				
Major new land developments with infrastructure to meet goals	N/A	N/A	Affordable housing developments - PC Heights, 1450/1460 Park Avenue, 1440 Empire, Mark Fischer project, purchase of Bonanza Park parcel	
System & Demand Management (Goal Ten)				
New ITS implementation	N/A	In process with UDOT, Blyncsy operating	4 new Variable Message Signs, phase Blyncsy installation, SCATs signal upgrades	
New TDM implementation	N/A	Created TMA, TDM plan in process	Established the TMA w/ monthly participation, adopted TDM plan in October 2016	

KEY	
On target	
Requires additional monitoring	
Not on target. Improved approach required	

DATE: February 2, 2017

TO HONORABLE MAYOR AND COUNCIL

On October 6, 2016 staff presented programmatic goals for the proposed Public Utilities and Streets Facility, as they relate to three of Council's critical priorities, and on November 10, 2016 staff presented a site layout, massing model, and viewshed perspectives for the recommended concept plan. Staff subsequently received helpful feedback and direction for the project. With respect to programming for the Housing Critical Priority goal, Council asked staff to return with a focused discussion on a possible alternative Transit housing location, scope, and cost for on-site housing so they might better determine if housing at this semi-remote municipal facility is best-suited solution for the City. Council asked to see an alternative housing solution at the existing Transit/Public Works facility on Iron Horse.

During this work session, staff will be presenting a housing alternative at the existing facility on Iron Horse and concept level cost for Council's consideration. Direction, with respect to the incorporation of housing at the proposed Public Utilities and Streets Facility site, is needed prior to submitting land use applications to the Park City Planning Department and Planning Commission in early 2017.

Respectfully:

Roger McCLain, Water Engineer

City Council
Staff Report

Subject:	**Public Utilities and Streets Facility – Employee Housing Alternatives**
Author:	**Clint McAffee, Public Utilities Director** **Roger McClain, Public Utilities Engineering Manager**
Department:	**Public Utilities and Streets**
Date:	**February 2, 2017**
Type of Item:	**Administrative**

Summary Recommendation
Staff is seeking further input and direction from City Council on programmatic goals for the proposed Public Utilities and Streets Facility as they relate to City Council's Housing Critical Priority.

Executive Summary
On October 6, 2016 staff presented programmatic goals for the proposed Public Utilities and Streets Facility, as they relate to three of Council's critical priorities, and on November 10, 2016 staff presented a site layout, massing model, and viewshed perspectives for the recommended concept plan. Staff subsequently received helpful feedback and direction for the project. With respect to programming for the Housing Critical Priority goal, Council asked staff to return with a focused discussion on a possible alternative Transit housing location, scope, and cost for on-site housing so they might better determine if housing at this semi-remote municipal facility is best-suited solution for the City. Council asked to see an alternative housing solution at the existing Transit/Public Works facility on Iron Horse.

During this work session, staff will be presenting a housing alternative at the existing facility on Iron Horse and concept level cost for Council's consideration. Direction, with respect to the incorporation of housing at the proposed Public Utilities and Streets Facility site, is needed prior to submitting land use applications to the Park City Planning Department and Planning Commission in early 2017.

Acronyms
The following acronyms and abbreviations have been used in this report:

City	Park City Municipal Corporation
LMC	Park City Land Management Code
FPZ	Frontage Protection Zone
ECPO	Entry Corridor Protection Overlay
MPD	Master Planned Development

The Issues

1. Housing - At the November 10, 2016 City Council meeting Council directed staff to continue to look at the opportunity to integrate housing on site and return with a

more focused discussion on the possible Transit housing scope, costs, and budget. Council also requested staff explore alternative transit housing locations i.e. at the Iron Horse facility.

2. What type of housing has been identified to meet the City's needs? *In meetings with Community Development, transit or transitional type employee housing were identified. At the November 10, 2016 City Council Work Session staff presented these alternatives to Council for consideration.*

3. Can any of the identified type(s) of housing be incorporated into the site/facility design? *At the November 10, 2016 City Council Work Session staff presented a preferred location which is above the vehicle storage bays.*

4. Due to the facility's use and semi-remote location of the facility, does including the identified housing at the proposed Public Utilities and Streets Facility make sense? Are there other location alternatives that would better achieve City goals? *At the November 10, 2016 City Council Work Session Council directed staff to continue to look at the opportunity to integrate housing on site and return with a more focused discussion on a possible alternative location for Transit housing.*

Alternatives for City Council to Consider

This section presents a limited number of alternatives to addressing transit housing and identifies associated capital costs.

A. Housing Inventory Target.

1. During initial discussions with Council, it was determined that general employee workforce housing may not be appropriate at a municipal operations facility however, transit specific housing would be more compatible with a municipal operations facility such as the proposed Public Utilities and Streets Facility or the existing Transit/Public Works Facility.
2. Community Development and Transit have identified a specific need for workforce transit housing. Transit has tentatively projected a need for a total of approximately 60 units to address long-term transit housing demands. Current transit housing needs are being addressed by:
   - 15 transit housing at the existing Ironhorse Transit Housing Building
   - 10 rental properties in various locations within the Old Town, Prospector, and Silver Creek areas
   - 7 rental properties are currently being planned at various locations within the City
3. Community Development (Housing) staff has solicited initial input from current Public Utilities and Streets Department employees and did not receive any interest in on-site departmental workforce or emergency housing, however, a more detailed housing survey is currently underway .
4. Housing is currently conducting a more comprehensive employee workforce housing survey and anticipates having a draft employee workforce housing needs report by mid February 2017.

B. Housing Alternatives. Staff and the Public Utilities and Streets Facility architect, RNL, have explored potential alternatives and identified potential alternatives for transit housing:

1. Alternative A1: Include Transit Housing at the proposed Public Utilities and Streets Facility site.
   a. The units could be located above the proposed heated vehicle storage area at the northwestern corner of the site and would be as isolated as possible from access to areas of facility operations. The proposed transit housing location is provided in **Attachment A**.
   b. Based on the concept building plan, approximately 11,600 gross square feet is available for potential housing.
   c. As with other buildings on the site, staff has not finalized floor plans or established the exact number of housing units possible. However, based on a 400 square foot individual unit studio-style floor plan, the facility could support up to 22 units. An example floor plan is provided in **Attachment B**.
   d. The Park City General Plan references development in Quinns Junction area. Regional and institutional type facilities are encouraged development types for the Quinns Junction Neighborhood. The General Plan discourages uses that would increase dependence on single vehicle occupancy, or detract from existing commercial nodes within the City. While the Public Utilities and Streets Facility is not an institutional or regional facility as defined within the plan, the site plan and the building layout and sizes are similar to the campus style layout of those existing facilities in the area. Housing at this location would likely encourage, and in some cases necessitate the use of single occupancy vehicles for its residents.
   e. It is also important to note that modifications to the existing Land Management Code are likely required before this facility could be permitted. Community Development has agreed to propose changes to the Land Management Code that would define essential public facilities which could have unique requirements and would allow this housing to be constructed at the Public Utilities and Streets Facility site.
2. Alternative A2: Core-and-shell or design facility for future addition of "future" housing at the proposed Public Utilities and Streets Facility site.
   a. The proposed housing area within the facility could be initially constructed as "core-and-shell" (the building exterior shell is constructed but the interior walls and units are not finished) or the facility could be designed for an addition that could be finished at a future time as needed.
   b. This would preserve the ability to add housing, in a configuration to fit specific needs as determined in the future, without a substantial reconstruction of the vehicle storage building.
3. Alternative B: Housing at the existing Public Works Facility site.
   a. With the relocation of Streets and Water to the new proposed facility, the existing salt storage bays and existing bus barns which are located along the eastern perimeter of the Public Works Facility at Ironhorse Drive could be reconstructed to accommodate new transit housing facilities located above a new heated vehicle storage area. The salt storage area is relatively new but

the balance of these structures are over 40 years old and likely do not perform as well as modern structures in terms of energy efficiency, circulation, and safety.

b. As proposed in Alternative A, the housing area could be isolated as much as possible from access to facility operations areas.

c. Based on the concept site/building plan, provided in **Attachment C**, approximately 32,500 gross square feet could be available for potential housing.

d. Staff has not prepared a detailed analysis, however, based on a 400 to 600 square foot individual unit studio-style floor plan, similar to that presented in Alternative A, the facility could support up to 65 transit units.

e. The total potential transit housing appears to exceed projected demand for City transit housing. Therefore, in lieu of providing all transit units at the site, the incorporation of workforce employee housing at the site could be explored.

C. Transit Housing Capital Costs. A comparison of projected capital costs, based on the following assumptions, is provided in **Table 1**.

1. <u>Alternative A1</u>: The cost estimator for the Public Utilities Facility architect, Parametrix, has prepared a concept level cost estimate for the Alternative A1 transit housing.
2. <u>Alternative A2</u>: Concept level project costs are based on the Parametrix concept level costs and reflect only the additional costs associated with core-and-shell construction for future transit housing at the Public Utilities and Streets Facility site. (add cost for just building the HVS so it can be expanded later)
3. <u>Alternative B</u>: For the purposes of comparison, Staff has applied the Parametrix cost per square foot estimate for buildings at the Public Utilities and Streets Facility to facilitate a reconstruction of the Public Works Facility.

TABLE 1 – Transit Housing Alternatives, Project Concept Costs

Alternative	Estimated Housing Units	Housing Only	Cost per Unit
Alternative A1	22	$3,000,000	$140,000
Alternative A2	0	$850,000	N/A
Alternative B	65	$8,500,000*	$130,000

* total Ironhorse Upgrade cost, with new bus barns, is projected to be $17.5M to $20M.

Analysis for City Council to Consider

This section provides pros and cons associated with the alternatives presented.

A. On-Site Housing at Municipal Operations Facilities

Pros of On-Site Housing at Either Municipal Operations Facilities

- Might advance Council's housing priority to add 800 units by 2026 by adding housing units to the City's inventory if transit housing is included in the goal
- City can "walk the talk" and provide affordable housing for our own employees, which is what we are asking other large employers in town to do.
- Increases housing opportunities needed for City employees and supports Goal 7 of the General Plan by helping to fill voids in housing inventory
- If employees live in the community, they will be better able to respond to emergencies. Because of increasing housing prices, in 50 years we should anticipate, as we have seen in Aspen, that municipal employees will be pushed further and further afield.

Cons of On-Site Housing at Either Municipal Operations Facilities

- Currently funding for additional transit housing is not budgeted within the Transportation and Parking fund. Additional housing options should be evaluated in the context of planned transportation and parking priorities within the fund.
- Impact on housing residents from municipal activities on-site are not ideal for family or long-term residential uses
- Could restrict future expansion and/or modification needed for future municipal operations

B. Alternative A1 Transit Housing

Pros of Alternative A1

- Through proper design the housing can be is separated as much as possible from operational activities

Cons of Alternative A1

- The addition of housing has a site massing impact, however the potential housing location has been positioned to mitigate this as much as possible.
- If the number of units is reduced the cost per unit could increase significantly due to small number of units and required structural and access upgrades to proposed buildings (e.g. an elevator would be required) and noise mitigation that staff would recommend for these units.
- Housing could restrict future expansion and/or modification needed for future municipal operations
- Site is not connected to a broader neighborhood, community, or amenities, therefore there is a high likelihood of reliance on single occupancy vehicles

C. Alternative A2 Transit Housing

Pros of Alternative A2

- Items similar to Alternative 1A
- Preserves future housing options at the site without impact to existing facility structure and associated capital costs

Cons of Alternative A2

- Items similar to Alternative 1A
- Requires initial capital investment and annual operation and maintenance costs without immediate housing benefit

D. Alternative B Transit Housing

Pros of Alternative B

- Capital costs maybe more effectively utilized (replacing aging and inefficient facilities, addressing bus storage needs, and incorporating transit housing). The existing bus barn facilities, a significant portion which was constructed over 35 years ago, is approaching its end of life-cycle. New facilities could be upgraded to meet new bus needs, improve energy efficiency, and provide effectual transit housing.
- Housing is more central to neighborhood amenities such as trails, transportation, shopping, etc.
- Housing is located in close proximity (walking distance) to the transit facility workplace.
- Through proper design, Housing access could be separated from transit operational activities
- Optimizes use of Ironhorse Public Works Facility site
- Potentially provides an opportunity to address a long-term solution for the Parks and Building Maintenance Departments
- The Alternative B site plan affords phasing of the project

Cons of Alternative B

- The addition of housing has a site massing impact
- Housing could restrict future expansion and/or modification needed for future transit operations
- Higher initial total capital cost
- Transit Housing availability could be delayed. The project cannot be started until the Public Utilities and Streets Facility are completed and Water and Streets can vacate the Public Works site.
- Potentially competes for non-Transit function such as Building Maintenance and Parks

Questions for Council:

Does Council want staff to provide for transit housing (complete unit or core-and-shell/ability to add on) on the Public Utilities and Streets Facility site? If so, which approach is desired?

Does Council want staff to pursue planning for Transit housing at the Public Works Ironhorse site?

Background

Staff previously presented recommendations to City Council during the "New Business" and "Work Session" portion of regular meetings. The project related material previously presented at City Council meetings may be found at:

Engineering Services PSA – Bowen Collins & Associates, Inc. – May 19, 2016:
http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=2140&Inline=True

Architectural Services PSA – RNL, Inc. – August 11, 2016:
http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=2179&Inline=True

Public Utilities Facility – Programmatic Goals – October 6, 2016:
http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=2193&Inline=True

Public Utilities Facility – Site Concept – November 10, 2016:
http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=2201&Inline=True

Architectural Services PSA, First Amendment – RNL, Inc. – January 5, 2017:
http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=2215&Inline=True

Next Steps:

Pending Land Management Code changes, Public Utilities' goal is an early 2017 pre-MPD submission to the Planning Department.

Department Review

This report has been reviewed by representatives of Public Utilities, Community Development, Budget, City Attorney's Office, and the City Manager's Office. Comments have been integrated into this report.

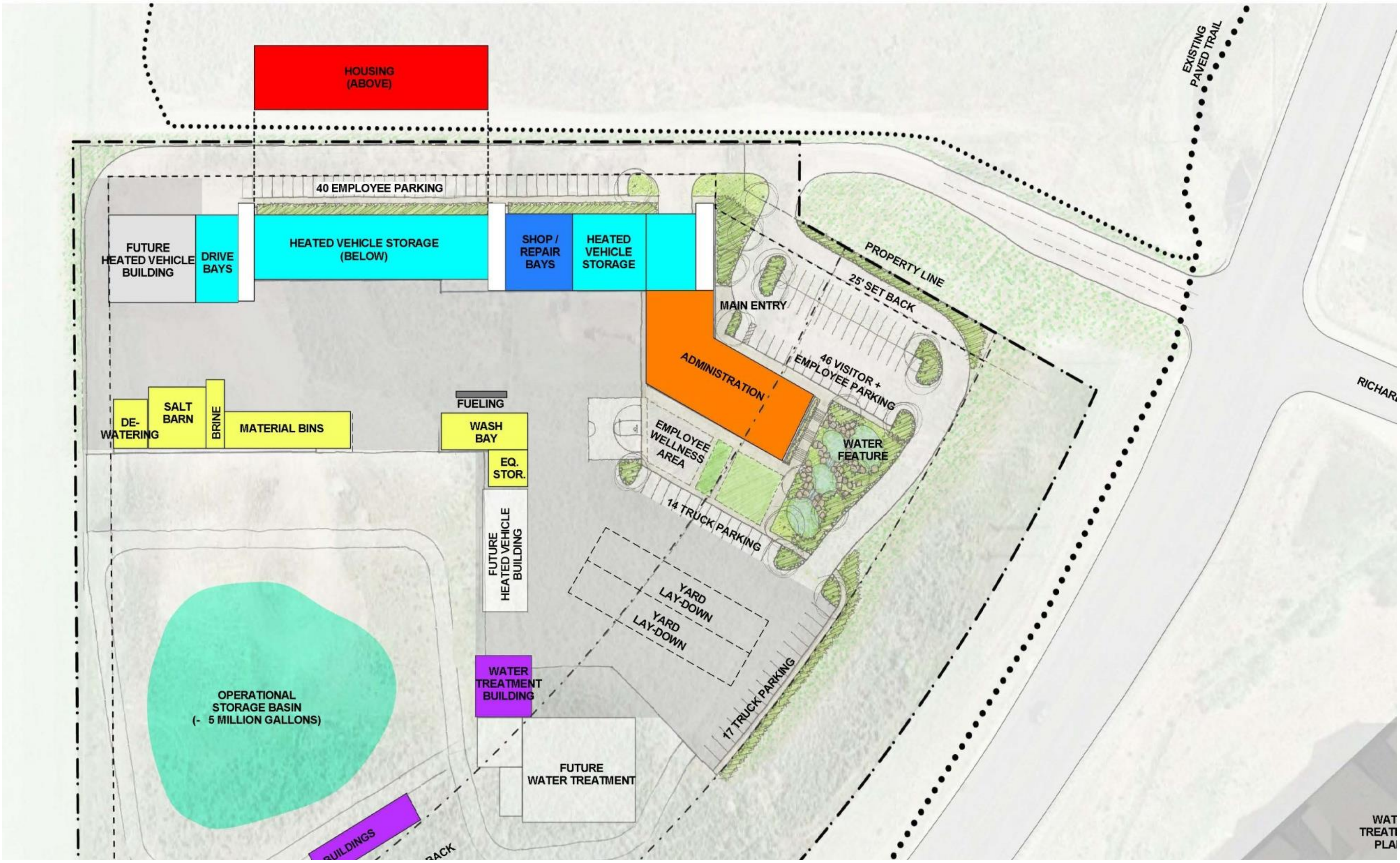
Funding Source

The funding for the Public Utilities and Streets Facility project is from water and storm water service fees and impact fees; transportation fund; and general funds. This funding is part of the approved 5-year CIP.
Funding for transit housing is not currently budgeted and, if to be included in the project, budget will need to be authorized during the FY18 budget process.

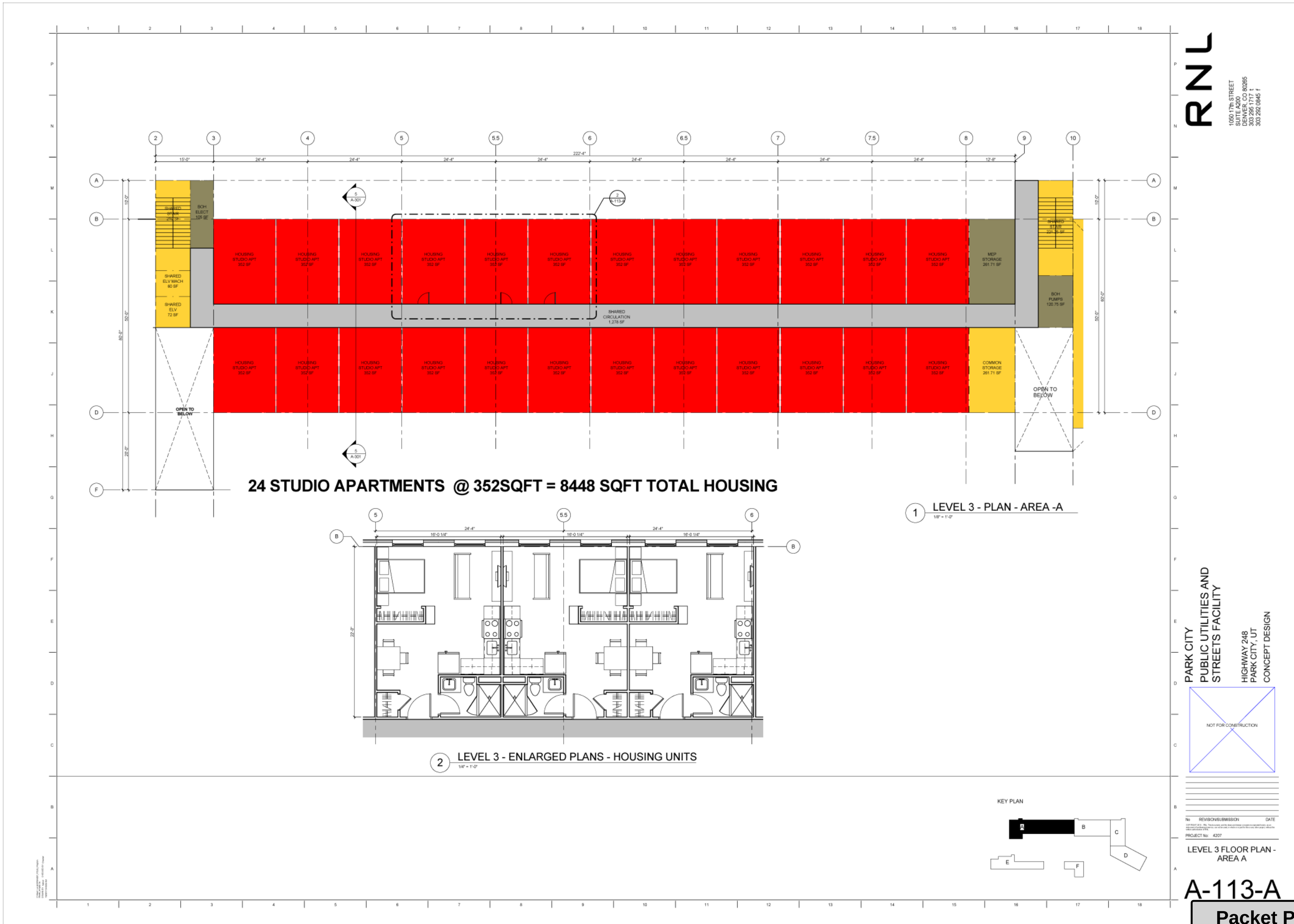
Attachments

Attachment A – Alternative A1 – Public Utilities Facility, Transit Housing
Attachment B – Alternative A1 – Public Utilities Facility, Transit Housing Unit Example
Attachment C – Alternative B - Ironhorse Public Works Facility, Housing Concept

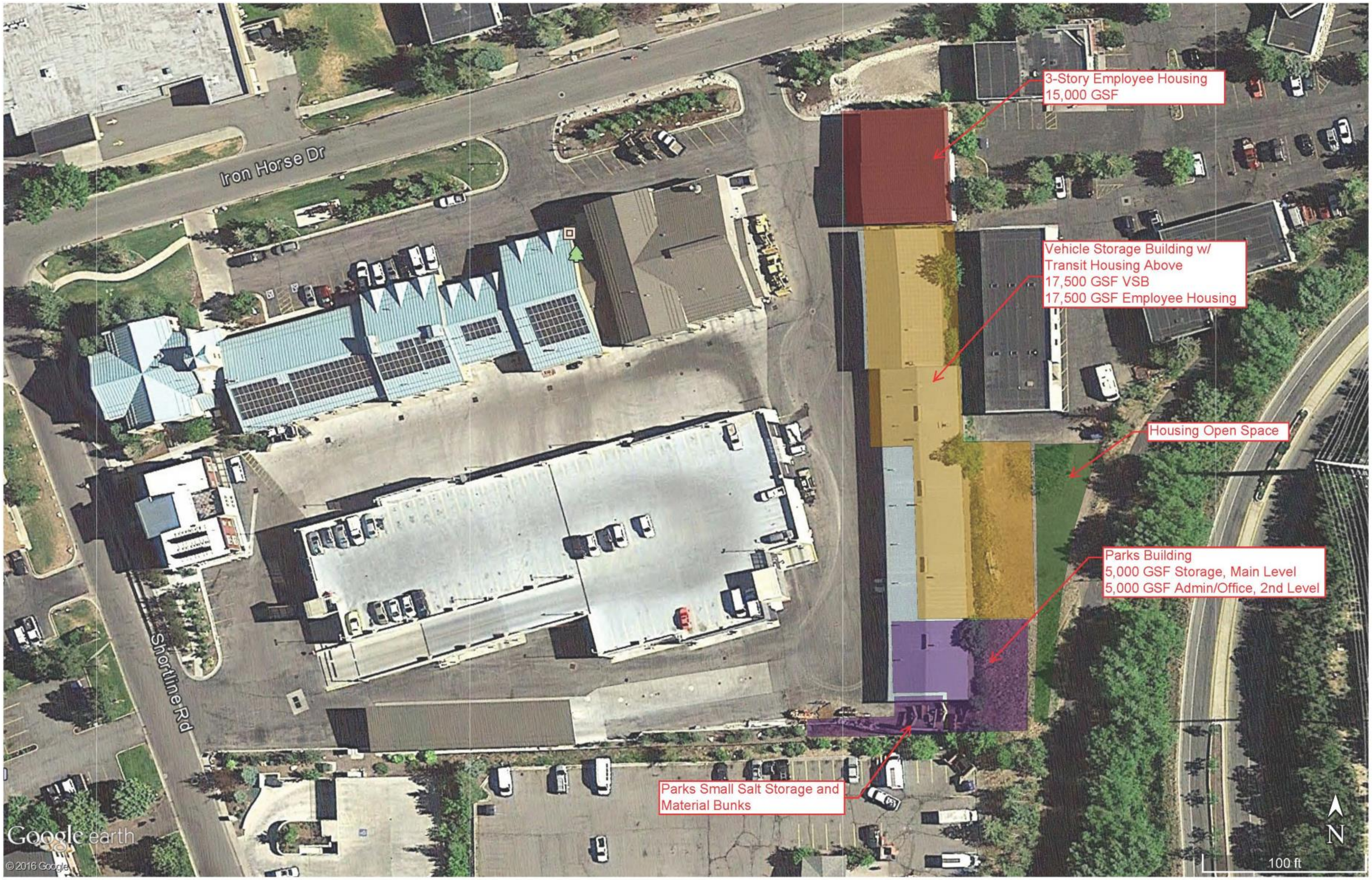
Attachment A – Alternative A1 – Public Utilities and Streets Facility, Transit Housing



Attachment B – Alternative A1 – Public Utilities and Streets Facility, Transit Housing Unit Example



Attachment C – Alternative B - Ironhorse Public Works Facility, Transit Housing Concept



PARK CITY 1884

DATE: February 2, 2017

TO HONORABLE MAYOR AND COUNCIL

On December 15, 2016, Council approved the Service Provider Agreement for Dixon Resources Unlimited for sourcing and implementation of infrastructure and a demand-based parking program that aligns with recommendations for Main Street and Downtown, as provided by Nelson Nygaard. This informational report provides an update on current progress.

Respectfully:

Kenzie Coulson,

City Council
Staff Communications Report

Subject: Parking Technology Update
Author: Kenzie Coulson, Parking & Fleet Manager
Department: Public Works/ Parking
Date: 2/2/17
Type of Item: Informational

On December 15, 2016, Council approved the Service Provider Agreement for Dixon Resources Unlimited for sourcing and implementation of infrastructure and a demand-based parking program that aligns with recommendations for Main Street and Downtown, as provided by Nelson Nygaard.

The purpose of this report is to provide an update on progress and anticipated timeline. As noted in the December 15, 2016 Staff Report, Dixon has demonstrated that the June 1, 2017 deadline for install is aggressive, but possible. It's critical that the technology vendors react quickly to pending bid documents. With this in mind, Dixon has provided the following revised timeline:

Implementation Timeline

- 2/1/17: Dixon to complete an existing conditions and needs assessment
- 2/5/17- 2/8/17: Technology vendor demonstrations and site visits to Park City
- 2/10/17: Review Dixon's recommendations for infrastructure, select technologies and prepare bid documents
- 2/15/17: Community outreach; create task force groups to collect feedback from Main Street businesses and employees
- 3/15/17: Begin working on non-construction aspects of the paid parking and demand-based pricing system, way finding, and technology systems to be ready for equipment installation
- 4/1/17: Mobile app development begins
- 4/15/17: Complete Main Street Employee incentive and parking alternatives for roll out during the month of May
- 4/30/17: Vendor selection and construction begins
- 5/15/17: Additional community outreach regarding roll out
- 6/1/17: Infrastructure in place for the Main Street demand-based pricing program
- 6/1/17- 7/1/17: Continued testing and refinement of Main Street demand-based pricing program

Summary

Dixon presented the revised implementation timeline to the Parking Implementation Task Force on January 9, 2017. The next steps include technology vendor site visits, which will lead to final recommendations from Dixon. Staff will then move forward with the preparation of bid documents. Dixon and staff are committed to working as quickly as possible, and will continue to look at ways to inform and connect with the public.

PARK CITY 1884

DATE: February 2, 2017

TO HONORABLE MAYOR AND COUNCIL

In conjunction with City Council's critical priorities, Staff presents to Council the tenth video in the Park City Municipal Spotlight Series. This video showcases the City's work to meet our clean and renewable energy goals.

Respectfully:

Linda Jager, Community Engagement Manager

Subject: Park City Clean Energy Video Premiere
Author: Linda Jager, Community Engagement Manager
Department: Sustainability
Date: February 2, 2017
Type of Item: Informational

Honorable Mayor and City Council:

In conjunction with City Council's critical priorities, staff presents to Council the tenth video in the Park City Municipal Spotlight Series. This video showcases the City's efforts to meet our net zero and 100% renewable energy goals - Municipal by 2022, Citywide 2032. This video was initially screened as an opening to the Sundance 2017 Base Camp event - Park City: A Community Committed to Action. Following this evening's premiere, this video will be posted on the City's YouTube channel and shared through the City's monthly newsletter and social media platforms.

Special thanks to Mayor Jack Thomas, Councilman Andy Beerman, and Environmental Sustainability Manager Luke Cartin for serving as advisors and participants in this video.

In our continuing efforts to engage with the community, staff's goal is to produce one video per month highlighting the City's work on Council's critical priorities. These videos showcase the people, projects and programs involved in this effort and serve to inform and update the community. Staff welcomes additional suggestions from Council for future video topics.

This video was produced by Park City's Eclectic Brew Productions under the direction of Matt Dias, assistant city manager, and Linda Jager, community engagement manager. Please click here to download and view the video.

DATE: February 2, 2017

TO HONORABLE MAYOR AND COUNCIL

This report summarizes activities attended by Park City School District students at the PC MARC, Park City Ice Arena, Park City Library, and the Park City Film Series during the school break in December, 2016.

Respectfully:

Cole Johnston, Recreation Coordinator

City Council
Staff Communications Report

Subject: Winter Recess Student Admissions to Park City Facilities
Author: Cole Johnston
Department: Recreation
Date: February 2, 2017
Type of Item: Informational

In response to concerns raised by the Park City School District (PCSD) at a December 12 joint meeting between the Park City School District (PCSD), Park City Council, and The Summit County Council that students would be lacking for safe activities during the PCSD Winter Recess (December 19 – January 2), The PC MARC, Park City Ice Arena, Park City Library, and the Park City Film Series developed a variety of options for student participation.

The PC MARC allowed any student with a PCSD Student I.D. to use the facility for free. During winter recess, the PC MARC had 280 students come through the doors and participate in open gym, gaga ball, ping pong, weight lifting, group fitness classes, and the running track. In addition, each day between 2:00-4:00 p.m. the Recreation Staff organized a different activity in the gym including basketball, volleyball, and pickle ball.

In an effort to give PCSD students a safe, popular and fun alternative after school the PC MARC will continue to allow free access (normal $3 drop-in fee) to the facility for PCSD students between the hours of 2:00 p.m. to 4:00 p.m. Monday through Friday.

The Park City Ice Arena offered free skate rental to any PCSD student. This was well-received, but given the volume of business at the Ice Arena during this time actual student numbers were not tracked.
Participation numbers for youth residents during the winter recess:

714 youth residents (does not include punch pass or season pass holders)
54 youth in basic skating camps
49 youth in figure skating clinics
39 youth in hockey clinic
31 youth pond hockey tournament

The Park City Library offered a variety of options to PCSD students. They had 67 people use the YouCreate Lab (sound booth, 3D printers, etc.), 30 students came and played video games, and 3 students took part in Coding Classes.

Also at the Library, the Park City Film Series offered several free films and free popcorn for students over the second week of winter recess. These were well-received with 278 students attending films.

DATE: February 2, 2017

TO HONORABLE MAYOR AND COUNCIL

Attached for your approval, please find the minutes for the January 5, 10, 12, 17, and 19, 2017, City Council meetings. Thank you for your consideration.

Respectfully:

Michelle Kellogg, City Recorder

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

January 5, 2017

The Council of Park City, Summit County, Utah, met in open meeting on January 5, 2017, at 12:30 p.m. in the City Council Chambers.

Council Member Beerman moved to close the meeting to discuss property at 12:30 p.m. Council Member Worel seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto, and Worel.

CLOSED SESSION

Council Member Worel moved to adjourn from Closed Meeting. Council Member Gerber seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto, and Worel.

WORK SESSION

Recreation Advisory Board Interviews:
Brett Isaacson and Ed Parigian were interviewed for one open position on the Recreation Advisory Board. They were told a decision would be made and they would be notified soon.

Historic Preservation Board Interviews:
Randy Scott was interviewed for one open position on the Historic Preservation Board. He was told a decision would be made and he would be notified soon.

Special Event Advisory Committee Interviews:
Randy Barton, Peter O'Doherty, Penn Kinsey, Karen West-Ellis, Leah Kolb, and Shirin Spangenberg were interviewed for three open positions on the Special Events Advisory Committee. They were told a decision would be made and they would be notified soon.

Council Member Gerber moved to close the meeting to discuss property, personnel, and litigation at 3:55 p.m. Council Member Henney seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto, and Worel.

CLOSED SESSION

Council Member Gerber moved to adjourn from Closed Meeting. Council Member Beerman seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto, and Worel.

REGULAR MEETING

I. ROLL CALL

Attendee Name	Title	Status
Jack Thomas	Mayor	Present
Andy Beerman	Council Member	Present
Becca Gerber	Council Member	Present
Tim Henney	Council Member	Present
Cindy Matsumoto	Council Member	Present
Nann Worel	Council Member	Present
Diane Foster	City Manager	Present
Mark Harrington	City Attorney	Present
Matt Dias	Assistant City Manager	Present
Michelle Kellogg	City Recorder	Present

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Mayor Thomas indicated Liza Simpson gave a shout out for the well plowed streets, and he thanked the employees that plowed the streets. He also indicated a woman from Tampa, Florida, sent a letter thanking the bus drivers for finding and returning her lost purse.

Council Member Worel attended a meeting for the newly formed Summit County Substance Abuse and Mental Health Partnership steering committee.

Council Member Henney stated he attended many liaison meetings. He commented that three citizens approached him and praised the snow plow drivers. He noted that at the Joint Transportation Advisory Board (JTAB) meeting, it was reported the holiday traffic with patrol officers present at the intersections helped the traffic flow. He also indicated the Après with Council was a wonderful outreach program.

Council Member Beerman thanked the employees who shoveled the stairs. He felt the Après with Council went very well and the people in attendance sent a message that Council was on the right track.

Council Member Gerber thanked the Streets and Transportation Departments for all their work over the holidays. She was also grateful nobody got hurt in the accident with the police officers. She attended the Park City Area Lodging Association (PCALA) Black Diamond awards and noted Jonathan Weidenhamer, Economic Development Manager, received an award. Sunrise Rotary with Latinos in Action, and indicated there was a great discussion on figuring out the issues, but many issues needed to be addressed. She also felt the Après with Council was very successful and noted there was a concern about the growth of the City.

Council Member Matsumoto was grateful for all the snow the City received this season. She indicated the Après with Council was great and it was nice to meet and interact with the citizens. She attended the Recreation Advisory Board (RAB) where they discussed having an outreach program and the Library Field.

Mayor Thomas indicated he attended the Black Diamond Awards and the Historical Society meeting.

Staff Communications Reports:

- **Historic District Grant Program Update:**

- **Park City Historic Preservation Video Premiere:**

Linda Jager, Public Communications Manager, showed a new City-sponsored video to the Council and indicated it featured the City's work on historic preservation.

- **2017 City Supported Sundance Events:**

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

Mayor Thomas opened the meeting for any who wished to address the Council on items not listed on the agenda. No comments were given.

IV. APPOINTMENT

Consideration to Reappoint Blake Fonnesbeck as the Park City Staff Liaison to the Summit Mosquito Abatement Board for a Four Year Term Ending December 31, 2021:

Council Member Henney moved to appoint Blake Fonnesbeck as the Park City Staff Liaison to the Summit Mosquito Abatement Board for a Four Year Term Ending December 31, 2021. Council Member Worel seconded the motion.

RESULT: APPROVED
AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

V. CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from December 1, 8, and 15, 2016:
Council Member Gerber requested the word "these" from Page 2, Line 40 of the December 1st minutes be deleted, noting her desire for affordable units in general.

Council Member Beerman moved to approve the City Council meeting minutes from December 1, 8, and 15, 2016 as amended. Council Member Gerber seconded the motion.

RESULT: APPROVED
AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

VI. CONSENT AGENDA

1. Request to Authorize the City Manager to Enter into a Professional Services Agreement Between Park City Municipal Corporation and Kane Consulting Group, Inc for Pedestrian Management Services as Related to the 2017 Sundance Film Festival Time Period in a Form Approved by the City Attorney, that Shall Not Exceed $55,145.00:
Council Member Matsumoto moved to remove Item One from the Consent Agenda for further discussion. Council Member Henney seconded the motion.

RESULT: APPROVED
AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

Jenny Diersen, Special Events, noted the corrected contract amount of $62,427.00, as written in the staff report.

Council Member Beerman moved to authorize the City Manager to enter into a Professional Services Agreement between Park City Municipal Corporation and Kane Consulting Group, Inc. for Pedestrian Management Services as related to the 2017 Sundance Film Festival time period in a form approved by the City Attorney that shall not exceed $62,427.00. Council Member Henney seconded the motion.

RESULT: APPROVED
AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

2. Request to Authorize the City Manager to Execute a Professional Service Agreement, in a Form Approved by the City Attorney, with AQUA Engineering for the Park City Municipal Corporation (PCMC)-Jordanelle Special Service District (JSSD) Interconnection Improvements Project in an Amount of $82,000:

3. Consideration to Approve Resolution 01-2017, a Resolution Proclaiming January, 2017, as Park City Mentoring Month:

4. Request to Approve the Following Convention Sales License (CSL) Applications for Operation During the 2017 Sundance Film Festival:

5. Request to Approve the Following Special Event Temporary Alcoholic Beverage License Applications for Operation During the 2017 Sundance Film Festival:

Council Member Worel moved to approve Items 2, 3, 4 and 5 of the Consent Agenda. Council Member Matsumoto seconded the motion.

RESULT: APPROVED
AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

VII. NEW BUSINESS

1. Consideration to Authorize the City Manager to Enter into a Professional Service Provider Agreement in a Form Approved by the City Attorney's Office with Elliott Workgroup Architecture LLC, in an Amount Not to Exceed Two Hundred Twenty Five Thousand Six Hundred Thirty Four Dollars ($225,634) for Design of Housing at 1353 Park Avenue (Former Fire Station Lot) and 1364 Woodside Avenue:

Jonathan Weidenhamer, Economic Development Manager, stated this document was for the design of the Fire Station Lot.

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

Council Member Henney moved to authorize the City Manager to enter into a Professional Service Provider Agreement in a form approved by the City Attorney's Office with Elliott Workgroup Architecture LLC, in an amount not to exceed $225,634 for design of housing at 1353 Park Avenue (former Fire Station Lot) and 1364 Woodside Avenue. Council Member Beerman seconded the motion.

RESULT:	**APPROVED**
AYES:	Council Members Beerman, Gerber, Henney, Matsumoto and Worel

2. Consideration to Authorize the City Manager to Execute the First Amendment to the Professional Services Agreement, in a Form Approved by the City Attorney, with RNL Design, Inc., for the Public Utilities and Streets Facility Architectural Services for an Increase to the Agreement in an Amount Not to Exceed $367,000:

Roger McClain and Clint McAffee, Public Utilities, presented this item. McClain showed the site layout to the Council and noted some changes to the original plan. He explained that the vehicle storage had been verified to be large enough to house the entire vehicle inventory. He indicated the next step would be to develop and refine the schematic design, including elevations, landscaping, HVAC systems and cost estimates.

Council Member Worel asked what duties all the companies listed in the contract would perform. McClain explained the duties of each contractor.

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

Council Member Gerber moved to authorize the City Manager to execute the first amendment to the Professional Services Agreement, in a form approved by the City Attorney, with RNL Design, Inc., for the Public Utilities and Streets Facility Architectural Services for an increase to the agreement in an amount not to exceed $367,000. Council Member Henney seconded the motion.

RESULT:	**APPROVED**
AYES:	Council Members Beerman, Gerber, Henney, Matsumoto and Worel

3. Consideration to Approve Ordinance No. 2017-01, an Ordinance Approving the Third Amended Condominium Plat for the Stag Lodge Phase I Unit 10, Located at 8200 Royal Street East, Pursuant to Findings of Fact, Conclusions of Law, and Conditions of Approval in a Form Approved by the City Attorney:

Ashley Scarff, Planner, presented this item. She indicated this amendment would only affect Unit 10 in Stag Lodge.

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

Council Member Worel moved to approve Ordinance No. 2017-01, an ordinance approving the Third Amended Condominium Plat for the Stag Lodge Phase I, Unit 10, located at 8200 Royal Street East, pursuant to findings of fact, conclusions of law, and conditions of approval in a form approved by the City Attorney. Council Member Henney seconded the motion.

RESULT: APPROVED
AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

4. Consideration to Approve Ordinance 2017-02, an Ordinance Approving the 152 Sandridge Road Subdivision, Located at 152 Sandridge Road, in Park City, Utah, Pursuant to Findings of Fact, Conclusions of Law, and Conditions of Approval in a Form Approved by the City Attorney:

Anya Grahn, Planner, presented this item. She reviewed that this plat would create a legal lot of record from a metes and bounds parcel, and would address some encroachment agreements, lot line adjustments, and a street dedication for Sandridge Road.

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

Council Member Henney moved to approve Ordinance 2017-02, an ordinance approving the 152 Sandridge Road Subdivision, located at 152 Sandridge Road, in Park City, Utah, pursuant to findings of fact, conclusions of law, and conditions of approval in a form approved by the City Attorney. Council Member Worel seconded the motion.

RESULT: APPROVED
AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

5. Consideration of Ordinance 2017-03, an Ordinance Approving the 2017 Meeting Schedule for City Council:

Council Member Beerman moved to approve Ordinance 2017-03, an ordinance approving the 2017 Meeting Schedule for City Council. Council Member Gerber seconded the motion.

RESULT: APPROVED
AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

<u>6. Consideration to Continue an Ordinance Approving the Main Street Plaza Subdivision Pursuant to Findings of Fact, Conclusions of Law, and Conditions of Approval in a Form Approved by the City Attorney:</u>

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

Council Member Gerber moved to continue an ordinance approving the Main Street Plaza Subdivision pursuant to findings of fact, conclusions of law, and conditions of approval in a form approved by the City Attorney to January 12, 2017. Council Member Henney seconded the motion.

RESULT: CONTINUED TO JANUARY 12, 2017
AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

<u>7. Consideration to Continue a Public Hearing Regarding the 1061 Lowell Avenue Subdivision, Located at 1061 and 1063 Lowell Avenue, Park City, Utah:</u>

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

Council Member Matsumoto moved to continue a public hearing regarding the 1061 Lowell Avenue Subdivision, located at 1061 and 1063 Lowell Avenue, Park City, Utah, to February 16, 2017. Council Member Henney seconded the motion.

RESULT: CONTINUED TO FEBRUARY 16, 2017
AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

<u>8. Consideration to Continue a Public Hearing Regarding the Vacation of Lot 1, Northstar Subdivision, Located at 1061 and 1063 Lowell Avenue, Park City, Utah:</u>

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

Council Member Matsumoto moved to continue a public hearing regarding the vacation of Lot 1, Northstar Subdivision, located at1061 and 1063 Lowell Avenue, Park City, Utah to February 16, 2016. Council Member Henney seconded the motion.

RESULT: CONTINUED TO FEBRUARY 16, 2017
AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

<u>9. Consideration to Continue a Public Hearing Regarding the Village at Empire Pass North Subdivision Plat, Located at North of the Intersection of Marsac Avenue and Village Way, Park City, Utah:</u>
Mayor Thomas opened the public hearing. No comments were given. Mayor Thomas closed the public hearing.

Council Member Matsumoto moved to continue a public hearing regarding the Village at Empire Pass North Subdivision Plat, located at north of the intersection of Marsac Avenue and Village Way, Park City, Utah to March 2, 2017. Council Member Henney seconded the motion.

RESULT: CONTINUED TO MARCH 2, 2017
AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

<u>10. Consideration to Continue a Public Hearing Regarding the B2 East Subdivision Plat, Located at 9300 Marsac Avenue, Park City, Utah:</u>
Bruce Erickson stated Items 9 and 10 were the last two plats of Empire Pass and they would determine density. For this reason, the approvals were being continued as the scrutiny ensued.

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

Council Member Gerber moved to continue a public hearing regarding the B2 East Subdivision Plat, located at 9300 Marsac Avenue, Park City, Utah to March 2, 2017. Council Member Henney seconded the motion.

RESULT: CONTINUED TO MARCH 2, 2017
AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

VIII. ADJOURNMENT

IX. PARK CITY REDEVELOPMENT AGENCY

I. ROLL CALL

Attendee Name	Title	Status
Jack Thomas	Chair	Present
Andy Beerman	Committee Member	Present
Becca Gerber	Committee Member	Present

Tim Henney	Committee Member	Present
Cindy Matsumoto	Committee Member	Present
Nann Worel	Committee Member	Present
Diane Foster	City Manager	Present
Mark Harrington	City Attorney	Present
Matt Dias	Assistant City Manager	Present
Michelle Kellogg	Secretary	Present

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

Chairman Thomas opened the meeting for any who wished to address the Committee on items not listed on the agenda. No comments were given.

III. NEW BUSINESS

<u>1. Consideration of the 2017 Meeting Schedule for Redevelopment Agency:</u>

Committee Member Gerber moved to approve the 2017 Meeting Schedule for Redevelopment Agency. Committee Member Henney seconded the motion.

RESULT: APPROVED
AYES: Committee Members Beerman, Gerber, Henney, Matsumoto and Worel

XI. ADJOURNMENT

XII. PARK CITY MUNICIPAL BUILIDNG AUTHORITY
I. ROLL CALL

Attendee Name	Title	Status
Jack Thomas	Chair	Present
Andy Beerman	Committee Member	Present
Becca Gerber	Committee Member	Present
Tim Henney	Committee Member	Present
Cindy Matsumoto	Committee Member	Present
Nann Worel	Committee Member	Present
Diane Foster	City Manager	Present

Mark Harrington	City Attorney	Present
Matt Dias	Assistant City Manager	Present
Michelle Kellogg	Secretary	Present

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

Chairman Thomas opened the meeting for any who wished to address the Committee on items not listed on the agenda. No comments were given.

III. NEW BUSINESS

1. Consideration of the 2017 Meeting Schedule for Municipal Building Authority:

Committee Member Beerman moved to approve the 2017 Meeting Schedule for Municipal Building Authority. Committee Member Gerber seconded the motion.

RESULT: APPROVED
AYES: Committee Members Beerman, Gerber, Henney, Matsumoto and Worel

XIII. ADJOURNMENT

XIV. PARK CITY WATER SERVICE DISTRICT MEETING
I. ROLL CALL

Attendee Name	Title	Status
Jack Thomas	Chair	Present
Andy Beerman	Committee Member	Present
Becca Gerber	Committee Member	Present
Tim Henney	Committee Member	Present
Cindy Matsumoto	Committee Member	Present
Nann Worel	Committee Member	Present
Diane Foster	City Manager	Present
Mark Harrington	City Attorney	Present
Matt Dias	Assistant City Manager	Present
Michelle Kellogg	Secretary	Present

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

Chairman Thomas opened the meeting for any who wished to address the Committee on items not listed on the agenda. No comments were given.

III. NEW BUSINESS

1. Consideration of the 2017 Meeting Schedule for Water Service District Meeting:

Committee Member Gerber moved to approve the 2017 Meeting Schedule for Water Service District Meeting. Committee Member Henney seconded the motion.

RESULT: APPROVED
AYES: Committee Members Beerman, Gerber, Henney, Matsumoto and Worel

XV. ADJOURNMENT

With no further business, the meeting was adjourned.

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Michelle Kellogg, City Recorder

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

January 10, 2017

SPECIAL MEETING

The Council of Park City, Summit County, Utah, met in open meeting on January 10, 2017, at 6:00 p.m. in the City Council Chambers.

I. ROLL CALL

Attendee Name	Title	Status
Jack Thomas	Mayor	Present
Andy Beerman	Mayor Pro Tem	Present
Becca Gerber	Council Member	Present
Tim Henney	Council Member	Present
Cindy Matsumoto	Council Member	Present
Nann Worel	Council Member	Present
Diane Foster	City Manager	Present
Mark Harrington	City Attorney	Present

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

Mayor Thomas opened the meeting for any who wished to address the Council on items not listed on the agenda. No comments were given.

III. CLOSED SESSION

Council Member Henney moved to close the meeting to discuss property at 6:05 p.m. Council Member Beerman seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto, and Worel.

CLOSED SESSION

Council Member Henney moved to adjourn from Closed Meeting. Council Member Gerber seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto, and Worel.

IV. ADJOURNMENT

With no further business, the meeting was adjourned.

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Michelle Kellogg, City Recorder

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

January 12, 2017

The Council of Park City, Summit County, Utah, met in open meeting on January 12, 2017, at 3:30 p.m. in the City Council Chambers.

WORK SESSION

Special Event Advisory Committee Interview

Council interviewed Sarah Aures for the position. Mayor Thomas indicated the Council would discuss the applicants and she would be notified soon.

Council Member Beerman moved to close the meeting to discuss property, personnel and litigation at 3:45 p.m. Council Member Gerber seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto, and Worel.

CLOSED SESSION

Council Member Worel moved to adjourn from Closed Meeting. Council Member Gerber seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto, and Worel.

STUDY SESSION

Western Summit County Project Overview

Clint McAffee, Public Utilities Director, said the purpose of the session was a reminder, or an overview, of the water supply and water demand and the terms of the Master Agreement. Andy Garland and Dave Fuller, from Summit Water Distribution, were in attendance. McAffee gave an overview of the Weber Basin and the different areas that provided water to Park City. He showed the pipelines and where they receive water from. McAffee showed a graph of the reliable water supply. It showed a projected water deficit in future years. The actual demand was less than what was projected in the early 2000s. There was a time on the graph where Park City was projected to operate in a deficit, but there was a lot of snow pack that year, so Park City was fine. He showed that we are currently 44% above average for this time of year in Park City.

McAffee showed a graph of the raw water demand. It included the Park City Golf Course, Park Meadows Golf Course, and raw water irrigation. Council Member Matsumoto did not like the fact that a large demand was from the Park City Golf Course. McAffee showed an annual water use graph that included commercial, construction, irrigation, multi-family, residential, municipal, and chlorinated snow making. Council Member Worel asked why the City chlorinated the water for snow making. McAffee explained that it's the easiest, most economic water to use.

Jason Christensen, Water Resources Manager, talked about some of the conservation programs. He explained that we were continuing to track toward our conservation goals. He explained that we had a lot of programs that would help us reach our 25% reduction goal. He talked about the Water Smart System and how it was becoming more accessible for households to use. There was 38% registration on the online Water Smart System and he explained it would continue to grow. Christensen gave an overview of customer infrastructure and City infrastructure.

McAffee explained we were on the path to meet our vision and mission pertaining to water supply and water preservation. He gave some background on the Rockport Importation Project. He explained that the purpose of the Master Agreement is to ensure safe and reliable water to Park City residents.

Council Member Matsumoto asked if the East Canyon Water Treatment Plant was out by Jeremy Ranch. McAffee confirmed that it was out by Jeremy Ranch and that it was not currently operating. Council Member Matsumoto asked if we would be able to give input on what the future of the plants would be. McAffee confirmed we would be able to give input.

Council Member Henney asked if the projections that showed the surplus and deficits accounted for the 25% decrease in water usage goals. McAffee stated that the future projections were not accounting for the 25% goal. Council Member Henney requested analysis that would project surplus and deficits if a 25% decrease was achieved. McAffee said we could produce that analysis, but that a future projection would also be affected by other factors besides water conservation.

Council Member Gerber asked if other groups in the state have similar conservation goals to Park City. Christensen answered that Governor Leavitt and Governor Herbert have made water conservation goals. Andy Garland explained that the Weber Basin does have conservation goals.

Council Member Matsumoto asked if Park City could service The Canyons in order to use stricter guidelines for them. Andy Garland suggested it was a complicated issue. McAffee explained that Park City had a specific service boundary and would not serve outside the boundary.

WORK SESSION

Council Questions and Comments:

Council Member Gerber congratulated the PC MARC on their five-year celebration. She attended the Planning Commission and stated the Rossi Hill discussion seemed to be going well.

Council Member Worel gave a shout-out to the snow removal crews from the City. She also addressed the fact that private snow removal crews pushed snow into the street and it made it dangerous. Diane Foster, City Manager, said that outreach would be an appropriate tool for addressing the situation. Mark Harrington, City Attorney, explained that you could file a complaint with code enforcement and go that route.

Council Member Worel attended a Public Health meeting where they showcased kits that were used to treat those who had overdosed on opioids. She suggested they use $15,000 from the Council's contingency budget to donate to the Public Health Department for use toward their mental health programs. The Council unanimously agreed to use $15,000 from contingency for this purpose. She went to the PC Tots board meeting and their new location is under construction. They had 30 spots open and all but three are already filled.

Council Member Henney attended the Mountain Trails Foundation. Katie Wilken was on the board and Council Member Henney thought that was neat to see because Jan Wilken had the vision for the Mountain Trails Foundation.

Council Member Beerman stated that Moab had interest in mimicking Park City's energy goal. Moab City had a work session and a lot of public turned out. Council Member Beerman said that Luke Cartin, Environmental Sustainability Manager, attended and presented. Grand County also decided to come onboard. He attended the legislature and thought it would be an interesting session. Council Member Beerman attended the MARC celebration. He went to a breakfast at Outdoor Retail where a presenter talked about gender parity.

Diane Foster, City Manager, explained that Malena Stevens, Victims Advocate, was involved in the City’s women's group.

Mayor Thomas attended the Utah League of Cities and Towns meeting. He also attended the ribbon cutting for a Park City school.

Discuss City Park Community Center Request for Proposal Scope

Jonathan Weidenhamer, Economic Development Manager, explained that we would need to think about how all the development would fit into the master plan. He said the budget was currently $4.5 million.

Foster stated she was concerned about setting the price now and not starting construction for a year. She stated we were starting with a constrained budget.

Mayor Thomas stated we could factor in a contingency fee for the cost of materials, but we should focus on the scope and create a scope that would match the budget. He suggested we could work with the $4.5 million.

Council Member Matsumoto said we shouldn't set ourselves up for failure by setting a budget that's too low for what we want. She thought the building would need to be net zero and the costs may be more than a different kind of building. She wanted the contingency to be able to take in net zero goals and building costs.

Council Member Gerber felt starting with $4.5 million as a basic model and adding more if possible was what Council should do.

Council Member Worel asked how the decision on the cost of the community center was made. Nate Rockwood, Budget Manager, explained that during this budget season we would look at the operational costs of the buildings.

Council Member Henney said Council should do everything possible to avoid scope creep, but that if the number would provide a building that was unacceptable then we would need to relook at the number.

Council Member Beerman stated $4.5 million was a place holder because if more money was used it cuts into the housing budget.

Mayor Thomas suggested putting it out in an RFP and getting the costs and then we would know what would be possible with that amount of money.

Rockwood explained that the money for the Center was coming from the RDA and it would be generated over the next 15 years. He explained that property tax was easy to project and the $4.5 million was possible while still reaching the RDA goals for housing. Rockwood stated that if the amenity we get for $4.5 million was not acceptable we would have to ask whether to downsize the vision or find money from other places. Rockwood stated a larger CIP discussion could also be had, but it would de-fund other projects.

Council Member Henney asked about the CIP fund and asked if we could take money from it. Rockwood affirmed that money could be taken from the CIP fund and brought into the RDA. Rockwood advised talking about revenues as a whole and not just about sales tax because the sales tax revenue can sometimes go the other way. Rockwood liked this project because we were replacing the current stock of building that we had.

REGULAR MEETING
I. ROLL CALL

Attendee Name	Title	Status
Jack Thomas	Mayor	Present
Andy Beerman	Council Member	Present
Becca Gerber	Council Member	Present
Tim Henney	Council Member	Present
Cindy Matsumoto	Council Member	Present
Nann Worel	Council Member	Present
Diane Foster	City Manager	Present
Mark Harrington	City Attorney	Present
Matt Dias	Assistant City Manager	Present
Katie Madsen	Deputy City Recorder	Present

II. APPOINTMENTS

1. Recreation Advisory Board Appointment of Ed Parigian for a Term Which Will Expire July, 2017.

Council Member Worel moved to approve the appointment of Ed Parigian for a term which will expire July, 2017. Council Member Beerman seconded the motion.

RESULT: APPROVED
AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

2. Historic Preservation Board Appointment of Randy Scott for a Term Which Will Expire May, 2018.

Council Member Matsumoto moved to approve the Historic Preservation Board Appointment of Randy Scott for a Term Which Will Expire May, 2018. Council Member Henney seconded the motion.

RESULT: APPROVED
AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Staff Communications Report:

- **Government Finance Officers Association (GFOA) Distinguished Budget Award**

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

Mayor Thomas opened the meeting for any who wished to address the Council on items not listed on the agenda.

Melissa Band stated she read the staff report on the Senior Center and she did not see anything in the report that mentioned the teenagers in the community. She suggested thinking about having a place the youth could hang out without spending money. She mentioned the Park City summer camp and suggested expanding the camp.

Dean Barrett, a board member of Prospector Square, talked about the Master Improvement Plan for Prospector Square. He stated the coordination between the City and the Prospector Square Board had been very positive. He outlined the project and said thank you to Council for their support.

Anne Laurent, Community Development Director, introduced Julia Collins, Senior Transportation Planner, who is now working with Alfred Knotts in the Transportation Planning Department. Julia stated her background had set her up perfectly for this position. She expressed her excitement to serve the community.

Randy Winzeler, owner of Atticus Coffee and Teahouse, stated his concern about the street closure coming up during Sundance on Lower Main. He contacted other owners on Main Street and none of them knew about the street closure. He stated the setup of day closures for the four days before and after Sundance was too much. He felt that it happened too quickly without enough information shared. He stated Sundance did talk to people, but it was employees who did not pass it on to the owners.

V. CONSENT AGENDA

1. Request to Approve the Convention Sales License (CSL) Applications for Operation During the 2017 Sundance Film Festival as Listed on the Agenda:

2.

3. Request to Approve the Following Special Event Temporary Alcoholic Beverage License Applications for Operation During the 2017 Sundance Film Festival as Listed on the Agenda:

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

RESULT: APPROVED
AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

VI. NEW BUSINESS

1. <u>Consideration of an Option Agreement with Redus, LLC for the Purchase of Approximately 1,400 Acres in Bonanza Flats for Open Space for $38,000,000 in a Form Approved by the City Attorney.</u>

Heinrich Deters, Trails and Open Space Program Manager, showed a map of the open space parcel. He explained they were asking Council to approve a purchase agreement for the open space.

Wendy Fisher, Utah Open Lands Executive Director, explained there was a gap between the purchase price of Bonanza Flats and what the citizens voted to pay for; however, she explained that there were non-profit groups who would come to the aid of the City and the property to help make up the difference and keep it open space.

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

Tom Daley, Deputy City Attorney, gave an overview of the Bonanza Flats Purchase.

Council Member Henney stated he was in full support of the purchase. He asked for clarification on the inholding parcels. Daley explained that the inholding portions were not part of the transaction. Deters had reached out to the property holders and the City would have to sort through those issues.

Council Member Henney asked for clarification on the road access in the future. Daley said the agreement would not impact the current access.

Council Member Beerman stated he always loved being on Council, but that today was one of the really great days. He thought preserving this area was a great accomplishment. He wanted to thank his fellow council members, the community, Wendy Fisher, Tom Daley, Mayor Thomas, and Wells Fargo for making this happen.

Council Member Gerber asked others to join in the crusade to save this land. She stated she was thrilled to have this opportunity.

Mayor Thomas stated the preservation of this land was a reflection of where we are as a community. He was confident that we could accomplish it.

Council Member Beerman moved to approve an Option Agreement with Redus, LLC for the purchase of approximately 1,400 Acres in Bonanza Flats for Open Space for $38,000,000 in a form approved by the City Attorney. Council Member Henney seconded the motion.

RESULT:	**APPROVED**
AYES:	Council Members Beerman, Gerber, Henney, Matsumoto and Worel

2. <u>Consideration to Hold a Special Meeting to be Held Between January 19-21 for the Approval of Late Type 2 Convention Sales License (CSL) Applications:</u> Beth Bynan, Business License Specialist, asked Council to consider holding a special meeting for approval of late business license applications.

Council Member Worel asked if the City Staff was keeping up with late applications. Bynan explained that Finance was keeping up, but that it was the Building Department that had to actually go out and do the inspections.

Council Member Matsumoto stated the small businesses needed to have some leniency.

Council Member Henney stated that last year Council was bombarded with people saying Staff was overwhelmed, but he did not see it this year. So, he was okay with making a more stringent cutoff, but he also wanted to help the small businesses. He thought the conversation needed to continue.

Council Member Gerber suggested they have one meeting, but maybe not a second one later.

The special meeting was scheduled for January 17th at 10:00 a.m.

Council Member Beerman moved to approve a Special Meeting to be held January 17 for the approval of late Type 2 Convention Sales License (CSL) applications. Council Member Henney seconded the motion.

RESULT:	**APPROVED**
AYES:	Council Members Beerman, Gerber, Henney, Matsumoto and Worel

3. <u>Consideration to Authorize the City Manager to Execute a Contract with Proterra, in a Form Approved by the City Attorney, for the Purchase of Six (6) 40-Foot Battery-Electric LOW FLOOR BUSES, and Related Charging Equipment for a</u>

Total of $4,926,075 with a Federal Transit Administration (FTA) 5339C "Low-No Emission" Grant in Partnership with the Utah Department of Transportation (UDOT):

Blake Fonnesbeck, Public Works Director, explained his excitement for the electric buses. Fonnesbeck thanked Nate Rockwood and Tom Daley for helping make it happen. Buses would start being produced this month and they would start driving in March.

Council Member Beerman asked what the annual mileage would be on the buses. Fonnesbeck answered it would be around 90,000 miles per bus annually. Council Member Beerman asked if there would be replacement costs with the batteries. Fonnesbeck explained Proterra was taking the risk of the batteries and Proterra would own them and replace them.

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

Council Member Henney moved to authorize the City Manager to execute a contract with Proterra, in a form approved by the City Attorney, for the purchase of six (6) 40-Foot Battery-Electric Low Floor Buses, and related charging equipment for a total of $4,926,075 with a Federal Transit Administration (FTA) 5339C "Low-No Emission" Grant in partnership with the Utah Department of Transportation (UDOT). Council Member Worel seconded the motion.

RESULT: APPROVED
AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

4. Consideration to Authorize the City Manager to Execute a Contract with Proterra, in a Form Approved by the City Attorney, for the Electric Bus Battery Leasing, for a Total of $2,931,900 Over a 12 Year Agreement, as Necessary Power for the Procurement of Six (6) 40-Foot Battery-Electric LOW FLOOR BUSES, and Related Charging Equipment, through the Federal Transit Administration (FTA) 5339C "Low-No Emission" Grant Program and a Partnership with the Utah Department of Transportation (UDOT).

Blake Fonnesbeck, Public Works Director, explained the battery lease program was the first of its kind and that now other cities had approached Proterra to do the same thing. He explained the City's savings would be $40,000 per year.

Council Member Worel stated she was excited about the program. She asked if the charging stations would need to change with the changing technology. Fonnesbeck stated Proterra would make the batteries compatible with the charging stations.

Council Member Gerber asked if the outdated batteries would be recycled or just thrown in a pile out back. Fonnesbeck explained that outdated batteries could be purchased by Park City and used to help charge the buses.

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

Council Member Gerber moved to authorize the City Manager to execute a contract with Proterra, in a form approved by the City Attorney, for the Electric Bus Battery Leasing, for a total of $2,931,900 over a 12 year agreement, as necessary power for the procurement of six (6) 40-Foot Battery-Electric Low Floor Buses, and related charging equipment, through the Federal Transit Administration (FTA) 5339C “Low-No Emission” Grant program and a partnership with the Utah Department of Transportation (UDOT). Council Member Matsumoto seconded the motion.

RESULT: APPROVED
AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

5. Consideration to Enter into an Encroachment Agreement, in a Form Approved by the City Attorney, with Harry L. Bibb, Jr. and Joan C. Engram-Bibb for the Purpose of Reconstructing and Maintaining Retaining Walls and Surrounding Landscaping on Park City Property at the Park City Golf Club Near 2217 Three Kings Court (A) Public Hearing (B) Action.
Ashley Scarff, Planning Technician, described the agreement.

Council Member Henney explained what an encroachment was and asked if we were weakening our laws or ordinances by making encroachment agreements. Harrington stated it did not weaken the laws. He explained it would be an agreement as a property owner with an adjacent property. Harrington stated Staff looked at the encroachments carefully and vetted each situation.

Council Member Beerman stated he had heard similar concerns from citizens about encroachments and that Council could talk more about the subject in the future.

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

Council Member Matsumoto moved to approve an Encroachment Agreement, in a form approved by the City Attorney, with Harry L. Bibb, Jr. and Joan C. Engram-Bibb for the purpose of reconstructing and maintaining retaining walls and surrounding landscaping on park city property at the Park City Golf Club near 2217 Three Kings Court. Council Member Henney seconded the motion.

RESULT: APPROVED
AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

6. Consideration to Approve the Women's March for American Park City Level Three First Amendment Event to be Held on Saturday, January 21 from 9:00 A.M. to 11:00 A.M. with Set Up from 7:00 A.M. to 9:00 A.M. and Breakdown to be Completed by Noon, Based on Findings of the Fact, Conditions of Approval and Conclusions of the Law in a Form Approved by the City Attorney's Office.
Jenny Diersen, Special Events Coordinator, explained the event.

Cindy Levine, event applicant, explained that there was a high level of excitement for the event. She explained they were gathering volunteers and working with the City to make the impact as little as possible.

Council Member Henney asked if there were costs to the City. Jason Glidden, Economic Development Program Manager, stated there were fees. Harrington stated there would be public safety costs that the City would incur. He suggested providing a world-wide event invited these kinds of events.

Council Member Gerber recognized the Youth City Council member in the audience.

Mayor Thomas opened the public hearing. Mark Harrington, City Attorney, read a letter from a resident. Mayor Thomas closed the public hearing.

Council Member Worel moved to approve the Women's March for American Park City Level Three First Amendment Event to be held on Saturday, January 21 from 9:00 a.m. to 11:00 a.m. with set up from 7:00 a.m. to 9:00 a.m. and breakdown to be completed by noon, based on findings of the fact, conditions of approval and conclusions of the law in a form approved by the City Attorney's Office. Council Member Gerber seconded the motion.

RESULT: APPROVED
AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

7. Consideration to Approve the Purchase of the Utah Department of Transportation (UDOT) Surplus Real Property Located at 3821 East Highway 248, in the Amount of $255,000.
Heinrich Deters, Trails & Open Space Program Manager, outlined the property acquisition.

Council Member Beerman asked if it would be paid through the Water funds. McAffee affirmed that it would be paid from the Water budget.

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

Council Member Gerber moved to approve the purchase of the Utah Department of Transportation (UDOT) Surplus Real Property located at 3821 East Highway 248, in the amount of $255,000. Council Member Henney seconded the motion.

RESULT: APPROVED
AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

8. Consideration to Continue an Ordinance Approving the Main Street Plaza Subdivision, Located at 220 & 250 Main Street Pursuant to Findings of Fact, Conclusions of Law, and Conditions of Approval in a Form Approved by the City Attorney (A) Public Hearing (B) Continuation to February 16, 2017.
Bruce Erickson, Planning Director, explained the ordinance.

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

Council Member Henney moved to continue an ordinance approving the Main Street Plaza Subdivision, located at 220 & 250 Main Street pursuant to findings of fact, conclusions of law, and conditions of approval in a form approved by the City Attorney to February 16, 2017. Council Member Gerber seconded the motion.

RESULT: CONTINUED TO FEBRUARY 16, 2017
AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

VII. ADJOURNMENT

With no further business, the meeting was adjourned.

Katie Madsen, Deputy City Recorder

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

January 17, 2017

SPECIAL MEETING

The Council of Park City, Summit County, Utah, met in open meeting on January 17, 2017, at 10:00 a.m. in the City Council Chambers.

I. ROLL CALL

Attendee Name	Title	Status
Jack Thomas	Mayor	Present
Andy Beerman	Council Member	Present
Becca Gerber	Council Member	Present
Tim Henney	Council Member	Present
Cindy Matsumoto	Council Member	Present
Nann Worel	Council Member	Present
Diane Foster	City Manager	Present
Mark Harrington	City Attorney	Present
Michelle Kellogg	City Recorder	Present

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

Mayor Thomas opened the meeting for any who wished to address the Council on items not listed on the agenda. No comments were given.

Council Questions and Comments:
Council Member Beerman stated he was invited to the Climate Reality Leadership Corps training which would be held March 2-4, in Denver, Colorado, and he invited all the Council to attend. He indicated former U.S. Vice President Al Gore would be present. He noted March 2 was a scheduled Council meeting, so that meeting might need to be rescheduled or cancelled. Most of the Council members were interested in attending. Council Member Beerman also indicated commercial traffic was being

pushed to residential areas during Sundance and he requested signage that no commercial traffic was allowed in Old Town residential areas. Jason Glidden, Special Events, stated barricades were going up today. Foster asked what the signage said. Glidden thought they said "Residential Access Only."

Council Member Worel expressed concern for the merchants on Lower Main Street, and asked for a conversation after Sundance was over with regard to the expected outreach, noting the owner or manager should be the one notified. Foster indicated a list was sent out on who was approached and if they were the owner or manager of the entity. She wondered if another motive might be involved with the emails sent to Council.

Council Member Gerber stated a layout being provided to the merchants earlier than was now provided might be a good start. Foster stated follow-up emails and written notifications should have been distributed as well. Council asked that this issue come back in a work session for further discussion.

III. NEW BUSINESS

<u>1. Request to Approve Late Convention Sales License (CSL) Applications for Operation During the 2017 Sundance Film Festival:</u>

Beth Bynan, Business License Specialist, noted there were four additional completed applications that came in past the deadline. These applications were at locations that had already been inspected by the Building Department. She asked if they could be approved today or would the Council consider another special meeting to approve them. Council Member Beerman disclosed that a few of the applicants for approval were for his property. He recused himself from the vote. Harrington left the meeting to check the code. Upon returning, he affirmed that the code specified applications needed to be submitted three business days prior to approval, which would mean a special meeting would need to be held on Thursday, January, 19, 2017.

Council Member Matsumoto moved to approve late Convention Sales License (CSL) applications for operation during the 2017 Sundance Film Festival as listed in the agenda. Council Member Gerber seconded the motion.

RESULT: APPROVED
AYES: Council Members Gerber, Henney, Matsumoto and Worel
RECUSED: Council Member Beerman

Rebecca Gillis stated last year, Council's desire was to hold the line on late applications, but staff would follow direction of the Council.

Council Member Henney stated the process would be de-ligitimized if exceptions kept being made, but he did want to support the merchants. He supported having the special Council meeting.

Council Member Gerber felt these special meetings would set a precedent and indicated she would not support a special meeting. Council Member Worel stated she would not support the special meeting either.

Council Member Beerman stated the license approval process was very technical and Sundance was a chaotic process, so he would support a special meeting. Council Member Matsumoto stated she would support a special meeting as well.

Mayor Thomas stated his concern for the late applications was the burden it put on staff. Since staff indicated there was no impact, he would support a special meeting.

Harrington stated the business license process enabled these applicants to be here instead of out in the neighborhoods. He recommended having a special meeting to accommodate the applicants.

Council Member Beerman moved to meet Thursday, January 19, 2017, at 9:00 a.m. to approve the four late Convention Sales License (CSL) applications for operation during the 2017 Sundance Film Festival. Council Member Henney seconded the motion.

RESULT:	**APPROVED**
AYES:	Council Members Beerman Gerber, Henney, Matsumoto and Worel

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

January 19, 2017

SPECIAL MEETING

The Council of Park City, Summit County, Utah, met in open meeting on January 19, 2017, at 9:00 a.m. in the City Council Chambers.

I. ROLL CALL

Attendee Name	Title	Status
Jack Thomas	Mayor	Excused
Andy Beerman	Mayor Pro Tem	Present
Becca Gerber	Council Member	Present
Tim Henney	Council Member	Present
Cindy Matsumoto	Council Member	Present
Nann Worel	Council Member	Excused
Jed Briggs	Acting City Manager	Present
Tom Daley	Assistant City Attorney	Present
Michelle Kellogg	City Recorder	Present

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

Mayor Thomas opened the meeting for any who wished to address the Council on items not listed on the agenda. No comments were given.

III. NEW BUSINESS

1. Request to Approve the Late Convention Sales License (CSL) Applications for Operation During the 2017 Sundance Film Festival as Shown on the Agenda:
Beth Bynan, Business License Specialist, explained there were four late applications that were being presented to the Council for consideration.

Council Member Gerber moved to approve the late Convention Sales License (CSL) applications for operation during the 2017 Sundance Film Festival that were listed on the agenda. Council Member Henney seconded the motion.

RESULT: APPROVED
AYES: Council Members Beerman, Gerber, Henney, and Matsumoto
EXCUSED: Council Member Worel

IV. ADJOURNMENT

With no further business, the meeting was adjourned.

____
Michelle Kellogg, City Recorder

PARK CITY 1884

DATE: February 2, 2017

TO HONORABLE MAYOR AND COUNCIL

Each week during the 2017 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.

Respectfully:

Matt Dias, Asst City Manager

DATE: February 2, 2017

TO HONORABLE MAYOR AND COUNCIL

The City recorded a preservation easement on the property in February 2016 prior to selling the property to now-owner Matt Garretson. The easement prevents the owner from making modifications to the historic house and garage without the previous written approval from the City. Staff is requesting the Mayor to execute an amendment to the existing Historic Preservation Easement for the historic house and garage located at 664 Woodside Avenue. The amendment will reflect the modifications to the historic house and garage following their rehabilitation. The Historic Preservation Board (HPB) provided input on this rehabilitation work as part of their Material Deconstruction review on December 7, 2016.

Respectfully:

Anya Grahn, Planner II

PARK CITY
1884
PLANNING DEPARTMENT

City Council
Staff Report

Application No: PL-15-03046
Subject: 664 Woodside
Author: Anya Grahn, Historic Preservation Planner
Department: Planning Department
Date: February 2, 2017
Type of Item: Contract – Façade Easement

Summary Recommendation

Authorize the Mayor to execute an amendment to the existing Historic Preservation Easement for the historic house and garage located at 664 Woodside Avenue which will allow for the historic house and garage to be rehabilitated and the exterior of the historic house restored to its c.1900 appearance as well as an addition to be constructed to the north side of the house.

Executive Summary

The City recorded a preservation easement on the property in February 2016 prior to selling the property to now-owner Matt Garretson. The easement prevents the owner from making modifications to the historic house and garage without the previous written approval from the City. Staff is requesting the Mayor to execute an amendment to the existing Historic Preservation Easement for the historic house and garage located at 664 Woodside Avenue. The amendment will reflect the modifications to the historic house and garage following their rehabilitation. The Historic Preservation Board (HPB) provided input on this rehabilitation work as part of their Material Deconstruction review on December 7, 2016.

Acronyms

HDDR	Historic District Design Review
HPB	Historic Preservation Board
LMC	Land Management Code

Background

On September 7, 2016, the Planning Department received a Historic District Design Review (HDDR) application for the property at 664 Woodside Avenue. The application was deemed complete on September 26, 2016. The Historic Preservation Board (HPB) reviewed and approved the proposed Material Deconstruction on December 7, 2016. The HDDR application has not yet been approved, as it is dependent on City Council's approval to amend the preservation agreement for the changes to the historic house and garage. The Tram Tower plat amendment was also approved by City Council for this property on December 1, 2016; however, it has not yet been recorded.

In 1997, Park City Municipal Corporation purchased the Bertinelli House as part of a larger acquisition that included the National Garage at 703 Park Avenue and the B. Watts House (High West) at 732 Park Avenue. The house has been referred to the

Bertinelli house as the Bertinellis, long-term tenants, negotiated with the City to purchase the house in May 2003; however, the sale never went through on the property and the City has maintained the house for over a decade.

The property has remained vacant since 2005. The City patched and shored the roof as well as built the wood staircase leading from Woodside Avenue in 2009. The City sold the property at 664 Woodside to Matt Garretson in 2016; a historic preservation façade easement was recorded on the property as a condition of its sale.

The façade easement requires the grantee—Park City Municipal Corporation—to provide written permission of the below changes. Specifically, the façade easement prevents the grantor (the applicant) from undertaking the following actions without the prior written permission of the Grantee:

- Increase the height of the façade
- Make any changes to the façade including alteration, partial removal, construction, remodeling or other physical or structural change, including any change in surfacing, with respect to the appearance or construction of the façade.
- Permit any significant reconstruction, repair, or refinishing of the façade that alters its state from the existing condition.
- Make topographical changes, including by not limited to excavation.

Staff finds that the proposed scope of work, which will help preserve the historic structure, meets the intent of this façade easement (Exhibit B) and staff has included conditions of approval in the Material Deconstruction requiring that the applicant update the façade easement to reflect the conditions of the historic house following the rehabilitation to the satisfaction of the grantee. Staff will record an addendum to the Preservation Easement following restoration of the site to reflect the conditions as well as provide a baseline for future easement monitoring.

The updated façade easement and future addendums shall be recorded at the Summit County Recorder's Office.

Analysis

The applicant is proposing to make the following modifications to the site:

- On the house:
  - Remove the standing seam metal roof and install new architectural grade-shingles. Two new shed dormers will also be constructed on the rear (east) elevation.
  - Reconstruct the brick chimney on the front (west) elevation of the house and demolish the brick chimney on the rear (east) elevation.
  - Remove the c.1940 Bricktex siding and restore the original drop-novelty wood siding.
  - Lift the historic house two feet (2'), as permitted by the Design Guidelines, in order to pour a new basement foundation.
  - Reconstruct the existing wood frame porch.

- Restore the original window openings on the front (west) façade and replace the existing windows with new wood windows. Additionally, the applicant intends to introduce a new window opening on the north (side) elevation consistent with the Design Guidelines and two new window openings on the rear (east) elevation.

- On the garage:
  - Temporarily lift the garage in order to pour a new concrete foundation.
  - Introduce a new service door on the north (side) elevation as well as a new window on the rear (west) elevation.

Paragraph 2(b) of the façade easement prevents the owner of 664 Woodside from undertaking any of the following actions without the prior express written permission of Grantee, signed by a duly authorized representative thereof from:

> i)   Increase or decrease the height of the Facade . . .
> iii) Make any changes in the Facade including alteration, partial removal, construction, remodeling, or other physical or structural change, including any change in surfacing, with respect to the appearance or construction of the Facade . . .
> iv) Erect anything on the Premises or the Building which prohibits the Facade from being visible from the street level, except for a temporary structure during any period of approved alteration or restoration.
> v) Permit any significant reconstruction, repair, or refinishing of the Facade that alters its state from the existing condition.. . .
> vi) Erect, construct, or move anything on the Premises that would interfere with a view of the Facade or be incompatible with the historic or architectural character of the Facade .

Paragraph 2 (f) additional states, "Grantor shall not make on the Premises any topographical changes, including but not limited to excavation. Notwithstanding the foregoing, Grantor may, with the prior written approval from and in the sole discretion of Grantee, make such additional topographical changes as are consistent with and reasonably necessary to promote the historic preservation purposes of this Easement or the reasonable use and enjoyment of the Premises."

Based on the scope of work, staff finds that the applicant is making significant modifications to the house in order to restore it to its c.1900 appearance. Because of this, staff finds that the applicant does need the Grantee (PCMC) to provide written approval of this work prior to the start of construction.

Paragraph 4, Standards of Review of the Easement, references the ability to review construction, alteration, repair, or maintenance provided the application goes through the appropriate design process; which in this case would be for an administrative HDDR for consistency with the Design Guideline for Historic Sites and Historic Districts, and applicable LMC provisions. The applicant is currently going through the HDDR process.

The language from Paragraph 4 is as follows:

> ***4. <u>Standards of Review</u>.*** *In exercising any authority created by the Easement to inspect the Façade**; to review any construction, alteration, repair, or maintenance;** or to review casualty damage or to reconstruct or approve reconstruction of the Façade following casualty damage, Grantee shall apply the Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings issued and as may be amended from time to time by the Secretary of the United States Department of the Interior (hereinafter "the Standards"), as well as the Park City Design Guidelines for Historic Districts and Historic Sites (hereinafter "the Guidelines") and any state guidelines considered appropriate by Grantee for review of work affecting historically or architecturally significant structures or for construction of new structures within historically or architecturally significant structures or for construction of new structures within historically, architecturally, or culturally significant sites or areas. In the event the Standards or Guidelines are abandoned or materially altered or otherwise become, in the reasonable judgment of the Grantee, inappropriate for the purposes set forth above, Grantee may apply reasonable alternative standards and notify Grantor of the Substituted standards.*

In addition, paragraph 24(e) of the Façade Easement states "*For the purposes of furthering the preservation of the Facade and the other purposes of this instrument, and to meet changing conditions, Grantor and Grantee are free to amend jointly the terms of this instrument in writing provided, however, that no such amendment shall limit the perpetual duration of the Easement or interfere with the preservation purposes of the donation. Such amendment shall become effective upon recording in the land records of Summit County, Utah."*

The proposed changes (adding a foundation, restoring original window openings, removing non-historic siding, etc.) are permitted as the façade easement allows alterations when it is approved by the grantee (PCMC). Because of the extent of the changes that will be made in order to restore the house to its historic appearance, staff finds that it is in our interest to amend the agreement in order to memorialize these changes. The amended preservation easement will provide documentation for future improvements and/or alterations to the historic building. Following construction of the project, staff will record an addendum to the preservation easement documenting the physical condition of the house in its restored form; this new baseline will be used for future easement inspections as a baseline.

Staff reviewed the submitted HDDR proposal and made a determination of compliance with the Design Guidelines for Historic Sites and Historic Districts (Design Guidelines) AND specific LMC provisions pending this City Council review of the proposed amendment to the existing Historic Preservation Easement. The existing historic facades of the north, south, east, and west elevations of the house and garage will be modified/altered as previously described in the scope of work.

The proposed modifications to the historic house and garage will restore the c.1900 appearance of the house's historic façade and will not alter the façade of the garage from Woodside Avenue.

The existing conditions have been documented per the existing Physical Conditions Report and As-built Plans as per the Design Guidelines and LMC. The existing building is very simple in its design and materials. The Historic Preservation Board included additional Conditions of Approval of the Material Deconstruction in order to ensure that the house will be restored to its c.1900 appearance. The applicant has submitted the appropriate application, an HDDR, which has been reviewed by the Planning Department.

Staff finds that the project complies with appropriate Design Guidelines, LMC standards, and, more importantly, will facilitate the construction of a permanent foundation and upgraded structural members that will promote the longevity of the historic house and garage. Staff finds that it is critical to allow the requested foundation and structural upgrades in order to secure the retention of this historic gem. Furthermore, the proposed work will remove non-historic alterations to the house in order to restore it to its c.1900 appearance.

Alternatives for City Council to Consider

- Approve the addendum to the existing façade easement agreement as found in the attached addendum which would allow addition/alterations/modifications to the historic house and garage. **This is staff's recommendation.**
- Provide direction not to amend the façade easement, and provide staff with direction to draft specific finding of non-compliance with the façade easement.
- Provide direction to have the HPB review the project and forward a recommendation regarding the changes to the structure which were not part of the material deconstruction application. The HPB reviewed the material deconstruction and supported the application and generally was supportive of the project.

Significant Impacts

The location of the proposed addition is a highly visible corner located along 7th Street, connecting Woodside Avenue and Park Avenue to the south of the Town Bridge. Construction of the addition will eliminate the undeveloped side yard of the site.

Consequences of not taking the recommended action

The side yard of the lot would remain vacant, and people using the pedestrian walkway would see the side of the historic house as they drove up 7th Street from Park Avenue to Woodside Avenue.

Recommendation

Authorize the Mayor to execute an amendment to the existing Historic Preservation Easement for the historic building located at 664 Woodside Avenue which will allow for a building addition, rehabilitation and alteration to the existing historic house and garage.

Exhibits
Exhibit A – First Addendum to Historic Preservation Easement (Draft)
Exhibit B – Historic Preservation Easement recorded on 2.1.16
Exhibit C – HPB Material Deconstruction Action Letter 12.8.16
Exhibit D – HPB Material Deconstruction Staff Report (starting on page 39), 12.7.16
Exhibit E – Draft 12.7.16 HPB Minutes

Exhibit A – First Addendum to Historic Preservation Easement (Draft)

FIRST ADDENDUM TO HISTORIC PRESERVATION EASEMENT FOR 664 WOODSIDE AVENUE (NGS-2-X)

THIS FIRST ADDENDUM is made and entered into in duplicate this _____ day of ________________, 2017, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah ("City"), and Matt Garretson, to amend the Historic Preservation Easement signed and executed by the Parties, and recorded on February 1, 2016 ("the Original Agreement").

WITNESSETH;

Whereas, pursuant to paragraphs 4 and 24(e) of the Original Agreement, for the purposes of furthering the preservation of the premises and building and furthering the other purposes of this instrument, and to meet exchanging conditions, Grantor and Grantee are free to amend jointly the terms of this instrument in writing; provided, however, that no such amendment shall limit the perpetual duration of interfere with the preservation and conservation purposes of the donation; and

Whereas, both parties agree to allow an expansion to the north side of the historic house, a basement addition, rehabilitation of the historic house and garage, and modifications to restore the c.1900 appearance of the historic house, to remain substantially consistent in scale and scope with Exhibit C; and

Whereas, said addition to the historic house, rehabilitation and restoration will restore the c.1900 appearance of the historic house, but will not modify or alter the existing historic facades at the garage; and

Whereas, the proposed addition complies with the purpose and intent of the easement to preserve the west and south historic facades at 664 Woodside Avenue and does not limit the perpetual duration or interfere with the preservation and conservation purposes of the donation; and

Whereas, the proposed addition meets all the requirements of the Land Management Code and is consistent with Design Guidelines for Historic Sites and Historic Districts.

Whereas, the parties desire to amend the Original Agreement to allow for such alterations.

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement as follows:

1. ADDITION. It is hereby acknowledged that both parties agree to allow an expansion to the north side of the historic house, a basement addition, rehabilitation of the historic house and garage, and modifications to restore the c.1900 appearance of the historic house, to remain substantially compliant with Exhibit C—Approved Construction Drawings.

2. OTHER TERMS. All other terms and conditions of the Original Agreement shall continue to apply.

3. ENTIRE AGREEMENT. This First Addendum is a written instrument pursuant to Section 24(e) of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

IN WITNESS WHEREOF the parties hereto have caused this First Addendum to be executed the day and year first herein above written.

DATED this _____ day of ________________, 2017.

GRANTEE: PARK CITY MUNICIPAL CORPORATION
445 Marsac Avenue
P.O. Box 1480
Park City UT 84060-1480

____
Jack Thomas, Mayor

Attest:

____
City Recorder's Office

Approved as to form:

____
City Attorney's Office

GRANTOR: **Matt Garretson**
C/O John Investment Counsel, Attn: Maria Leonhardt
3777 West Fork Road
Cincinnati, OH 45247

____

Matt Garretson, Owner of 664 Woodside Avenue

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this _____ day of ________________________, 2017, before me, the undersigned notary, personally appeared ________________, personally known to me/proved to me through identification document allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose as Owner of 664 Woodside Avenue, Park City, Utah 84060.

____
NOTARY PUBLIC
Residing at: _________________________

____
Notary Public

Exhibit B

01037921 B: 2336 P: 0324
Page 1 of 23
Mary Ann Trussell, Summit County Utah Recorder
02/01/2016 10:42:24 AM Fee $54.00
By First American - Sun Peak
Electronically Recorded

When recorded return to:

Park City Recorder
P.O. Box 1480
Park City, UT 84060

HISTORIC PRESERVATION EASEMENT

664 Woodside Avenue, Park City, UT

THIS PRESERVATION EASEMENT, is made this 1st day of February, 2016 by and between Matt Garretson ("Grantor") and Park City Municipal Corporation ("Grantee"), a municipal corporation of Utah.

RECITALS

WHEREAS, Grantee is organized as a governmental unit under the laws of the State of Utah and is a qualifying recipient of qualified conservation contributions under Section 170(h) of the Internal Revenue Code of 1986 as amended (hereinafter "IRC");

WHEREAS, Grantee is authorized to accept historic preservation easements to protect property that is significant in Utah history and culture under the provisions the Utah Historical Preservation Act (hereinafter "the Act"), in Part 5 of Chapter 8 of Title 9 of Utah Code Annotated;

WHEREAS, Grantor is owner in fee simple of certain real property in Summit County, Utah, more particularly described as:

LOT 2 NATIONAL GARAGE SUBDIVISION NGS-2-X

and commonly known as **664 Woodside Avenue, Park City**, Utah (hereinafter "the Premises"), on which is located a **house and garage** (hereinafter "the Building");

WHEREAS, the Building is located in a locally established Historic District which is listed in the National Register of Historic Places;

WHEREAS, the Building is a historic structure as defined in section 15-11 of the Park City Land Management Code;

WHEREAS, Grantor and Grantee recognize the historical, cultural, and aesthetic value and significance of the Building, and have the common purpose of conserving and preserving the aforesaid value and significance of the Building;

WHEREAS, the Building's façade, more particularly described below, contributes to the historical and architectural value of the Premises;

WHEREAS, the grant of a historic preservation easement on the Building's façade, more particularly described below, will assist in preserving and maintaining the Building and its architectural, historical, and cultural features;

WHEREAS, preserving and maintaining the Building's architectural, historical, and cultural features will assist in preserving and maintaining its value and significance; and

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept, an historic preservation easement in gross and in perpetuity on the Building's façade pursuant to the Utah Historical Preservation Act.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey unto Grantee a limited preservation easement in perpetuity, which easement is more particularly described below (hereinafter "the Easement"), in and to the Building's façade, as that word is defined in section 15-15 of the Park City Land Management Code and more particularly described as:

> The exterior walls, elevations, roof lines, building materials, fenestration, windows, entryways, doors, roof, and porch of the Building, including all elevations that are to any extent visible from any public right-of-way.

The Easement, to be of the nature and character further expressed in the Easement Agreement below, shall constitute a binding servitude upon said Premises of Grantor, and to that end Grantor covenants on behalf of itself and its successors and assigns, with Grantee and its successors and assigns, such covenants being deemed to run as a binding servitude with the land, to do upon the Premises each of the following covenants and stipulations, which contribute to the public purpose in that they aid significantly in the preservation of the Building and surrounding land area, and which help maintain and assure the present and future historic integrity of the Building.

EASEMENT AGREEMENT

1. Description of Façade. In order to make more certain the full extent of Grantor's obligations and the restrictions on the façade of the Building, and in order to document the external nature of the façade as of the date hereof, attached hereto as Exhibit A and incorporated herein by this reference is a set of photographs depicting the exterior surfaces of the façade. Also attached hereto as Exhibit B is an affidavit specifying certain technical and location information relative to said photographs satisfactory to Grantee. It is stipulated by and between Grantor and Grantee that the external nature of the façade as shown in Exhibit A is deemed to be the external nature of the façade as of the date hereof and as of the date this instrument is first recorded in the land records of Summit County, Utah. The external surface of the Building as shown in Exhibit A is hereinafter referred to as "the Façade."

2. Grantor's Covenants. In furtherance of the Easement herein granted, Grantor undertakes of itself to do (and to refrain from doing, as the case may be) upon the Premises each of the following covenants, which contribute to the public purpose of significantly protecting and preserving the Façade:

a) Grantor shall not demolish, remove, or raze the Façade without the prior express written permission of Grantee, and except as provided in Paragraphs 6 and 7.

b) Grantor shall not undertake any of the following actions without the prior express written permission of Grantee, signed by a duly authorized representative thereof:

   i) Increase or decrease the height of the Façade.

   ii) Adversely affect the structural soundness of the Façade.

   iii) Make any changes in the Façade including alteration, partial removal, construction, remodeling, or other physical or structural change, including any change in surfacing, with respect to the appearance or construction of the Façade, with the exception of the ordinary maintenance pursuant to Paragraph 2(c) below.

   iv) Erect anything on the Premises or the Building which prohibits the Façade from being visible from the street level, except for a temporary structure during any period of approved alteration or restoration.

   v) Permit any significant reconstruction, repair, or refinishing of the Façade that alters its state from the existing condition. This subsection (v) shall not include ordinary maintenance pursuant to Paragraph 2(c) below.

   vi) Erect, construct, or move anything on the Premises that would interfere with a view of the Façade or be incompatible with the historic or architectural character of the Façade.

c) Grantor shall at all times maintain the Façade in a good and sound state of repair and maintain the structural soundness and safety of the Building. Except as provided in the casualty provisions of Paragraphs 5 and 7, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction whenever necessary to have the external nature of the Building at all times appear to be and actually be the same as the Façade.

d) Grantor shall not erect or place on the Premises any buildings or structures, including satellite receiving dishes, camping accommodations, or mobile homes, not presently on the Premises, except for temporary structures required for the, construction, repair, maintenance, or rehabilitation of the property, such as construction trailers.

e) Grantor shall not display or place on the Premises any signs, billboards, awnings, or advertisements, except for those items currently existing in place at the time of this Agreement as depicted in Exhibit A; provided, however, that Grantor may with prior written approval from the Planning Director erect such signs or awnings as are compatible with the historic preservation purposes of this Easement and appropriate to identify the Premises and Building and any activities or businesses on the Premises or in the Building. Such approval from Grantee shall not be unreasonably withheld.

f) Grantor shall not make on the Premises any topographical changes, including but not limited to excavation. Notwithstanding the foregoing, Grantor may, with the prior written approval from and in the sole discretion of Grantee, make such additional topographical changes as are consistent with and reasonably necessary to promote the historic preservation purposes of this Easement or the reasonable use and enjoyment of the Premises.

g) Grantor shall not allow or cause on the Premises any dumping of ashes, trash, rubbish, or any other unsightly or offensive materials.

h) Grantor shall not allow or cause the Premises to be further subdivided without prior written permission of Grantee, nor shall the Grantor allow or cause the Premises to be devised or conveyed except as a unit; provided, however, that Grantor shall be permitted to convert the Building into cooperatives or condominiums and to convey interests in the resulting cooperatives or condominium units, in which event Grantor shall form or cause to be formed in connection with such conveyance a single entity for the purposes of performing all obligations of Grantor and its successors under this Easement.

i) Grantor shall not obstruct the substantial and regular opportunity of the public to view the exterior architectural features of any building, structure, or improvements of the Premises that are currently viewable from adjacent, publicly accessible areas such as public streets or walkways.

j) Grantor shall permit Grantee's representatives to inspect at all reasonable times the Premises, including the Façade and the Building, provided that reasonable advance notice is given to Grantor. Grantor agrees that representatives of Grantee shall be permitted to enter and inspect the interior of the Building to ensure maintenance of structural soundness and safety; inspection of the interior will not, in the absence of evidence of deterioration, take place more often than annually, and may involve reasonable testing of interior structural condition. Inspection of the interior will be made at a time mutually agreed upon by Grantor and Grantee.

k) Grantor shall deliver to Grantee copies of any notice, demand, or letter of violation received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon Grantee's request, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice, demand, or letter, if compliance is required by law.

l) Except for the lien(s) or encumbrance(s) of a mortgage or deed of trust, Grantor shall cause to be satisfied or release any other lien or claim of lien that may hereafter come to exist against the Premises which would have priority over any of the rights, title, or interest hereunder of Grantee.

4. Standards of Review. In exercising any authority created by the Easement to inspect the Façade; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Façade following casualty damage, Grantee shall apply the Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings issued and as may be amended from time to time by the Secretary of the United States Department of the Interior (hereinafter "the Standards"), as well as the Park City Design Guidelines for Historic Districts and Historic Sites (hereinafter "the Guidelines") and any state guidelines considered appropriate by Grantee for review of work affecting historically or architecturally significant structures or for construction of new structures within historically or architecturally significant structures or for construction of new structures within historically, architecturally, or culturally significant sites or areas. In the event the Standards or Guidelines are abandoned or materially altered or otherwise become, in the reasonable judgment of Grantee, inappropriate for the purposes set forth above, Grantee may apply reasonable alternative standards and notify Grantor of the substituted standards.

5. Casualty Damage or Destruction. In the event that the Premises or any part thereof shall be damaged or destroyed by casualty in a way that materially and negatively impacts the Easement, Grantor shall notify Grantee in writing within five (5) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. For purposes of this instrument, the term "casualty" is defined as such sudden damage or loss as would qualify for a loss deduction pursuant to Section 165(c)(3) of the IRC (construed without regard to the legal status, trade, or business of Grantor or any applicable dollar limitation). No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Premises and protect public safety, shall be undertaken by Grantor without Grantee's prior written approval of the work. Within twenty-eight (28) days of the date of damage or destruction, Grantor shall submit to Grantee a written report prepared by a qualified restoration architect and an engineer, if required, acceptable to Grantor and Grantee, which shall include:

a) an assessment of the nature and extent of the damage;

b) a determination of the feasibility of the restoration of the Façade and/or reconstruction of damaged or destroyed portions of the Premises; and

c) a report of such restoration and/or reconstruction work necessary to return the Premises to the condition existing at the date immediately prior to the damage or destruction.

If, in the reasonable opinion of Grantor and Grantee after reviewing such report, the purpose and intent of the Easement will be served by such restoration and/or reconstruction, Grantor shall within eighteen (18) months after the date of such change or destruction complete the restoration and/or reconstruction of the Premises in accordance with plans and specifications consented to by Grantee up to the total of the casualty insurance proceeds. Grantor shall not be obligated to expend any funds in excess of insurance proceeds it actually receives. Grantee has the right to raise funds toward the costs of restoration and/or reconstruction above and beyond the total of the casualty insurance proceeds as may be necessary to restore the appearance of the Façade, and such additional costs shall constitute a lien on the Premises until repaid by Grantor.

6. Grantee's Remedies Following Casualty Damage. Notwithstanding the foregoing, in the event of damage resulting from casualty, as defined in Paragraph 5, which is of such magnitude and extent as to render repairs or reconstruction of the Premises impossible using all applicable insurance proceeds, then:

a) If Grantor and Grantee mutually agree, Grantee may reconstruct the Building using insurance proceeds, donations, or other funds received by Grantor or Grantee on account of such casualty, but otherwise at Grantee's own expense; or

b) Grantee may choose any salvageable portions of the Façade, remove them from the premises, and extinguish the Easement pursuant to Paragraph 23, whereupon this Agreement shall lapse and be of no further force and effect. In such an event, Grantee shall execute and deliver to Grantor acknowledged evidence of such fact suitable for recording in the land records of Summit County, Utah; and Grantor shall deliver to Grantee a good and sufficient Bill of Sale for such salvaged portions of the Façade.

7. Review after Casualty Loss. If in the opinion of Grantee restoration and/or reconstruction would not serve the purpose and intent of the Easement, then Grantor shall continue to comply with the provisions of the Easement and obtain the prior written consent of Grantee in the event that Grantor wishes to alter, demolish, remove, or raze the Building and/or construct new improvements on the Premises.

8. Grantee's Covenants. Grantee hereby warrants and covenants that:

a) Grantee is and will remain a Qualified Organization for the purposes of Section 170(h) of the IRC. In the event that Grantee's status as a Qualified Organization is successfully challenged by the Internal Revenue Service, then Grantee shall promptly select another Qualified Organization and transfer all of its rights and obligations under the Easement to said organization.

b) In the event that Grantee shall at any time in the future become the fee simple owner of the Premises, Grantee, for itself and its successors and assigns, covenants and agrees, in the event of a subsequent conveyance of the Premises to another, to create a new preservation easement containing the same restrictions and provisions as are contained herein, and either to retain such easement in itself or to convey such easement to a similar unit of federal, state, or local government or local, state, or national organization whose purposes, inter alia, are to promote preservation or conservation of historical, cultural, or architectural resources, and which is a qualified organization under Section 170(h)(3) of the IRC.

c) Grantee shall exercise reasonable judgment and care in performing its obligations and exercising its rights under the terms of the Easement, and shall not unreasonably withhold its consent when called for under the terms of the Easement.

9. Grantee's Right to Transfer. Grantee may, at its discretion and without prior notice to Grantor, convey, assign, or transfer this Easement to a unit of federal, state, or local government or to a similar local, state, or national organization whose purposes, inter alia, are to promote preservation or conservation of historical, cultural, or architectural resources, and which at the time of the conveyance, assignment, or transfer is a qualified organization under Section 170(h)(3) of the IRC, provided that any such conveyance, assignment, or transfer requires that the preservation purposes for which the Easement was granted will continue to be carried out.

10. Grantee's Remedies. Grantee may employ the following remedies to correct any violation of any covenant, stipulation, or restriction herein, in addition to any remedies now or hereafter provided by law:

a) Grantee may, following reasonable written notice to Grantor, bring suit(s) to enjoin any such violation by ex parte, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Façade to the condition and appearance required by this instrument. Notwithstanding the foregoing, Grantee shall first provide Grantor with written notice and a reasonable time period (at least 15 days) to cure any violations prior to initiating any action, unless the violation is of such a nature and/or extent that any delay would cause further damage to the area of the Easement.

b) Grantee's representatives may, following reasonable notice to Grantor, enter upon the Premises, correct any violation, and hold Grantor and its successors and assigns responsible for the cost thereof. Such cost until repaid shall constitute a lien on the Premises. Grantor shall exercise reasonable care in selecting independent contractors if it chooses to retain such contractors to correct any violations under this paragraph, including making reasonable inquiry as to whether any such contractor is properly licensed and has adequate liability insurance and workers' compensation coverage.

c) Grantee shall have available all other legal and equitable remedies to enforce Grantor's obligations under this Agreement.

d) In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for its reasonable costs or expenses incurred in connection therewith, including all reasonable court costs and attorney, architectural, engineering, and expert witness fees.

e) Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

11. Evidence of Compliance. Upon request by Grantee, based on a reasonable need by Grantee for such information, Grantor shall promptly furnish Grantee with evidence of Grantor's material compliance with any obligation of Grantor contained herein.

12. Runs with the Land. Grantor and Grantee intend that this grant constitute a common-law easement and a restrictive covenant. The obligations imposed by this Easement shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Premises. This Easement shall extend to and be binding upon Grantor and Grantee, their respective successors in interest, and all persons hereafter claiming under or through Grantor and Grantee; the words "Grantor" and "Grantee" when used herein shall include all such persons. Anything contained herein to the contrary notwithstanding, a person shall have no obligation pursuant to this instrument where such person shall cease to have any interest in the Premises by reason of a bona fide transfer. This instrument shall be expressly referenced in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title or any lesser estate in the Premises or any part thereof on which the Façade is located, including, by way of example and not limitation, a lease of office space.

13. Recording. This Easement shall be recorded in the land records of Summit County, Utah. Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this instrument. This instrument is effective only upon recording in the land records of Summit County, Utah.

14. Mortgages. Until a mortgagee or a purchaser at a foreclosure or trustee's sale obtains ownership of the Premises following foreclosure of a mortgage or deed in lieu of foreclosure, the mortgagee or purchaser shall have no obligation, debt, or liability under the Easement. Before exercising any right or remedy due to breach of the Easement except the right to enjoin violation, Grantee shall give all mortgagees of record written notice describing the default, and the mortgagees shall have sixty (60) days thereafter to cure or cause a cure of the default. Nothing contained in the above paragraphs or in the Easement shall be construed to give any mortgagee the right to extinguish this Easement by taking title to the Premises by foreclosure or otherwise.

15. Plaques. Notwithstanding the restrictions of Paragraph 2(e) above, with Grantor's prior approval regarding appearance, size and location, Grantee may provide and maintain a plaque on the Façade, which plaque shall not exceed 12 inches by 12 inches in size, informing the public of the significance of the Building or the Premises and the existence of this perpetual preservation Easement.

16. Indemnification. Grantor hereby agrees to pay, protect, indemnify, hold harmless, and defend at its own cost and expense, Grantee (including Grantee's agents, directors, employees, or independent contractors) from and against any and all claims, liabilities, expenses, costs, damages, losses, and expenditures (including reasonable attorney fees and disbursements hereafter incurred) arising out of or in any way relating to the administration (as performed in good faith and without negligence) of this preservation Easement, including, but not limited to, the granting or denial of consents hereunder and the reporting on or advising as to any condition on the Premises. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this Easement, the amount of such indemnity, until discharged, shall constitute a lien on the Premises.

17. Taxes. Grantor shall pay prior to the delinquency date all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Premises. Grantee is hereby authorized, but in no event required or expected, to make or advance in the place of Grantor, upon ten (10) days' prior written notice to Grantor, any payment relating to past-due taxes, assessments, water rates, sewer fees, and other governmental or municipality charges, fines, impositions, or liens asserted against the Premises and may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement, or assessment or into the validity of such tax, assessment, sale, or forfeiture; provided, however, that if within such ten (10)-day notice period Grantor provides a written reply to Grantee indicating that Grantor has or will within thirty (30) days contest any such past-due tax, special tax, special assessment, water charge, sewer service charge, or other charge which has or may become a lien on the Premises, then Grantee shall not make any such payment on behalf of Grantor until Grantor's contest of any such payment is definitively resolved. In the event that Grantee makes a payment on behalf of Grantor in accordance with this paragraph, the amount of such payment shall become a lien on the Premises and shall bear interest until paid by Grantor at two (2) percentage points above the prime rate of interest from time to time charged by Zions First National Bank.

18. Insurance. Grantor shall keep the Premises insured by an insurance company rated "A+" or better by the A.M. Best Company for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage of a type and in such amounts as would, in the reasonable opinion of Grantee, normally be carried on a property such as this where the Façade is protected by a preservation easement. Such insurance shall name Grantee as an additional insured and provide for at least thirty (30) days' notice to Grantee before cancellation. Furthermore, Grantor shall deliver to Grantee fully executed copies of each insurance policy evidencing the aforesaid insurance coverage at the commencement of this grant and copies of new or renewed policies at least ten (10) days prior the expiration of such policy. Grantee shall have the right, after providing Grantor written notice and a cure period of five (5) days, to provide insurance at Grantor's reasonable cost and expense, should Grantor fail to obtain the same. In the event that Grantee obtains such insurance, the reasonable cost of such insurance shall be a lien on the Premises until repaid by Grantor.

19. Liens. Any lien on the Premises created pursuant to any paragraph of the Easement may be enforced by Grantee in the same manner as a mechanic's lien.

20. Written Notice. Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be mailed, with postage prepaid, by registered or certified mail with return receipt requested, or delivered by hand; if to Grantor then at *9200 Shawnee Run Road, Cincinnati, OH.45243*, with a copy to

_______________________________________ and if to Grantee, then at *Attn.: City Attorney, P.O. Box 1480, Park City, Utah, 84060.* Each party may change its address set forth herein by providing notice to such effect to the other party. Any notice, consent, approval, agreement, or amendment permitted or required of Grantee under the Easement may be given by the Park City Council or by any duly authorized representative of Grantee.

21. Stipulated Value of Grantee's Interest. Grantor acknowledges that upon execution and recording of the Easement, Grantee shall be immediately vested with a real property interest in the Premises and that such interest of Grantee shall have a stipulated fair market value, for purposes of allocating net proceeds in an extinguishment under Paragraph 23, equal to the ratio between the fair market value of the Easement and the fair market value of the Premises prior to considering the impact of the Easement (hereinafter the "Easement Percentage") as determined in the Qualified Appraisal provided to Grantee pursuant to Paragraph 22. Upon submission of the Qualified Appraisal, Grantor and Grantee shall sign an affidavit verifying the Easement Percentage and record it as an amendment to the easement. In the event Grantor does not claim a charitable gift deduction for purposes of calculating federal income taxes and submit a Qualified Appraisal, the value of the Easement shall be $10.00.

22. Qualified Appraisal. In the event that Grantor claims a federal income tax deduction for donation of a "qualified real property interest" as that term is defined in Section 170(h) of the IRC, Grantor shall provide Grantee with a copy of an appraisal (hereinafter the "Qualified Appraisal" as that term is defined in Section 170(f)(11)(E) of the IRC) of the fair market value of the Easement. Upon receipt of the Qualified Appraisal, Grantee shall sign any appraisal summary prepared by the Internal Revenue Service and submitted to Grantee by Grantor.

23. Extinguishment. Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Premises may make impossible the continued ownership or use of the Premises for preservation purposes and necessitate extinguishment of the Easement. Such a change in conditions includes, but is not limited to, partial or total destruction of the Building or the Façade resulting from a casualty of such magnitude that Grantee approves demolition as explained in Paragraphs 5 and 7 or condemnation or loss of title of all or a portion of the Premises, Building, or Façade. Such an extinguishment must comply with the following requirements:

a) The extinguishment must be the result of a final judicial proceeding.

b) Grantee shall be entitled to share in the net proceeds resulting from the extinguishment in a proportion equal to the Easement Percentage determined pursuant to Paragraph 21.

c) Grantee agrees to apply all of the net proceeds it receives to the preservation of other buildings, structures, or sites having historical, architectural, cultural, or aesthetic value and significance to the people of the State of Utah.

d) Net proceeds shall include, without limitation, insurance proceeds or awards, proceeds from sale in lieu of condemnation, and proceeds from the sale or exchange by Grantor of any portion of the Premises after the extinguishment, but shall specifically exclude any preferential claim of a mortgagee under Paragraph 14.

24. Interpretation and Enforcement. The following provisions shall govern the effectiveness, interpretation, and duration of the Easement:

a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of property shall not apply in the construction or interpretation of this instrument, and this instrument shall be interpreted broadly to effect its preservation and conservation purposes and the transfer of rights and the restrictions on use herein contained as provided in the Act.

b) This instrument shall extend to and be binding upon Grantor and all persons hereafter claiming under or through Grantor, and the word "Grantor" when used herein shall include all such persons, whether or not such persons have signed this instrument or then have an interest in the Premises. Anything contained herein to the contrary notwithstanding, a person shall have no obligation pursuant to this instrument where such person shall cease to have any interest (present, partial, contingent, collateral, or future) in the Premises by a bona fide transfer for full value. Right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

c) Except as expressly provided herein, nothing contained in this instrument grants, nor shall it be interpreted to grant, to the public any right to enter on the Premises or into the Building.

d) To the extent that Grantor owns or is entitled to development rights which may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance the Premises may be developed to more intensive use (in terms of height, bulk, or other objective criteria regulated by such ordinances) than the Premises are devoted to as of the date hereof, such development rights shall be exercisable on, above, or below the Premises during the term of the Easement in a manner that would not negatively impact the Façade or the specific preservation purposes of the Easement.

e) For the purposes of furthering the preservation of the Façade and the other purposes of this instrument, and to meet changing conditions, Grantor and Grantee are free to amend jointly the terms of this instrument in writing – provided, however, that no such amendment shall limit the perpetual duration of the Easement or interfere with the preservation purposes of the donation. Such amendment shall become effective upon recording in the land records of Summit County, Utah.

f) This instrument is made pursuant to the Act (Section 9-8-5 of the Utah Code), but the invalidity, modification, or repeal of such statute or any part thereof shall not affect the validity and enforceability of this instrument according to its terms, it being the intent of the parties to agree and to bind themselves, their successors, and their assigns in perpetuity to each term of this instrument, whether or not this instrument be enforceable by reason of any statute, common law, or private agreement either in existence now or at any time subsequent hereto. This instrument may be re-recorded at any time by any person if the effect of such re-recording is to make more certain the enforcement of this instrument or any part thereof. The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter hereof.

g) Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods, or use. In the event of any conflict between any such ordinance or regulation and the terms hereof, Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this instrument and such ordinance or regulation.

h) This instrument, together with its exhibits, reflects the entire agreement of Grantor and Grantee. Any prior or simultaneous correspondence, understanding, agreements, and representations are null and void upon execution hereof, unless set out in this instrument.

IN WITNESS WHEREOF, on the date first shown above, Grantor has caused this Easement to be executed, sealed, and delivered, and Grantee has caused this instrument to be accepted, sealed, and executed in its corporate name by its Mayor.

GRANTEE: Park City Municipal Corporation

PARK CITY SUMMIT COUNTY UTAH
CORPORATE Seal
MARCH 1, 1884

By: ______________________
Mayor

Attest:

____
City Recorder

Approved as to Form:

City Attorney's Office

GRANTOR: Matt Garretson

Matthew J. Garretson
Matt Garretson

ACKNOWLEDGEMENT

STATE OF OHIO)
) §
COUNTY OF CLERMONT)

On this 26th day of January, 2016, personally appeared before me Matt Garretson personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding instrument as the Grantor of ______________________, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Suzanna R. Valentine
NOTARY PUBLIC

NOTARIAL SEAL
STATE OF OHIO

Suzanna R. Valentine
Notary Public, State of Ohio
My Commission Expires 01-06-2020

EXHIBIT A

Photographs Depicting the Exterior Surfaces of the Façade

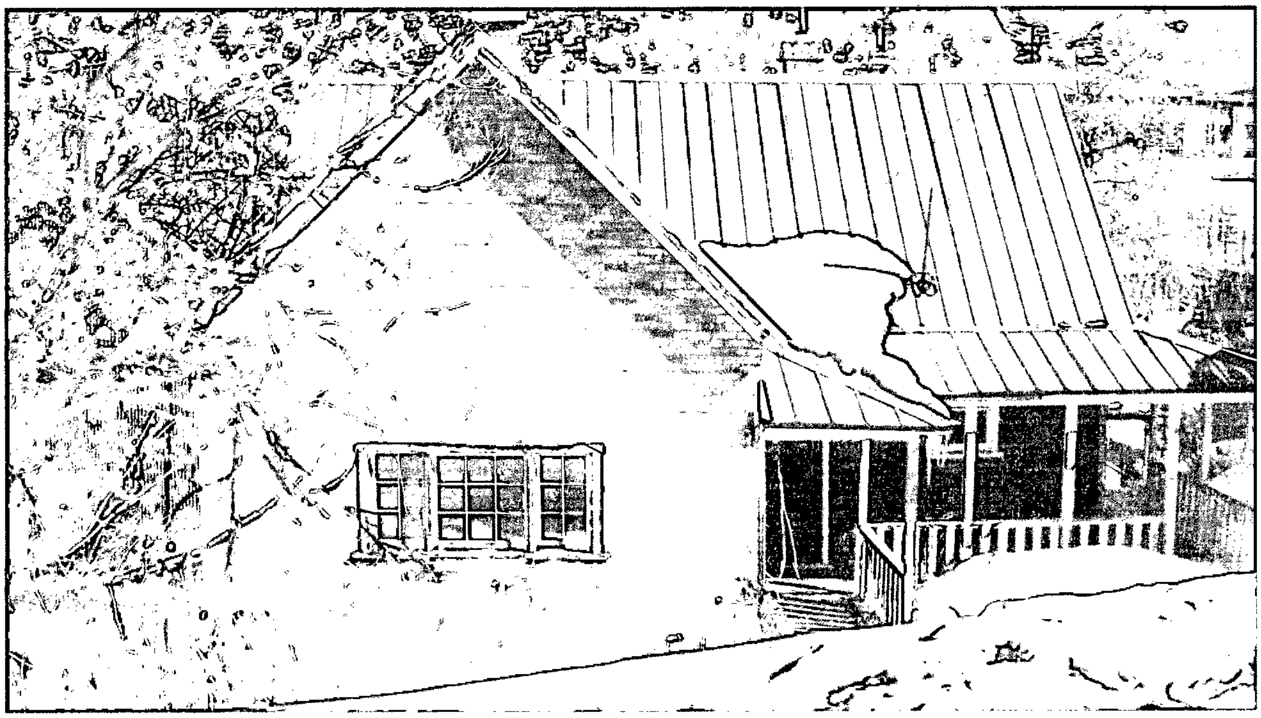


EXHIBIT B

Easement Monitoring Inspection Form/Affidavit

Park City Municipal Corporation
Planning Department
PO Box 1480
Park City, UT 84060

PARK CITY 1884
PLANNING DEPARTMENT

Property Address:	664 Woodside Park City, UT 84060 Park Park City, UT 84060	**Owner:**	Park City RDA
Inspector:	Historic Preservation Planner Anya Grahn	**Owner's Address:**	Park City RDA C/O: Legal Dept. PO Box 1480 Park City, UT 84060
Date:	1.28.16	**Owner's Phone No.:**	435.615.5025
Date of Last Inspection:	N/A	**Owner's E-mail:**	
Historic Designation:	☑ Landmark ☐ Significant	**Other:**	

General Exterior Observations:		Good	Fair	Poor
Foundation:	Stacked stone foundation. Along the north elevation, the foundation is covered is asbestos/asphalt shingles that are beginning to peel away and deteriorate.	☐	☑	☐
Roofing:	Standing seam metal roof,	☑	☐	☐

	installed c. 2008			
Chimney(s) & Flashing:	North Chimney: Mild spalling on east side, new metal flashing/cap (Fair condition) South Chimney: Major deterioration, loose and deteriorated mortar, spalling, and failing concrete repairs (Poor condition)	☐	☑	☐
Soffits and Trim:	Paint deterioration and minor wood rot.	☐	☑	☐
Projections:	N/A	☐	☐	☐
Gutters and Downspouts:	Missing:☑	☐	☐	☐
Exterior Walls:	Walls are clad is asbestos Bricktex siding. This siding is not historic and is beginning to show signs of wear and tear.	☐	☑	☐
Windows:	<u>Sashes/Glass:</u> In-tact <u>Casing:</u> Wood is showing signs of paint deterioration and wood rot. <u>Hood/Trim:</u> Wood is showing signs of paint deterioration and wood rot.	☐	☑	☐
Porches:	<u>Roof/Trim:</u> Standing seam metal roof, likely installed c. 2008. <u>Foundation/Decking/Steps:</u> Concrete is cracked and needs to be replaced; wood decking is also showing signs of wear and tear. <u>Railing/Balusters:</u> Non-historic wood railings are showing signs of wood rot and paint deterioration.	☐	☑	☐
Caulking:	Needs to be redone.	☐	☐	☑

Comments on Items Marked Poor:

Addressed in detail above.

Significant Changes to the Façade:

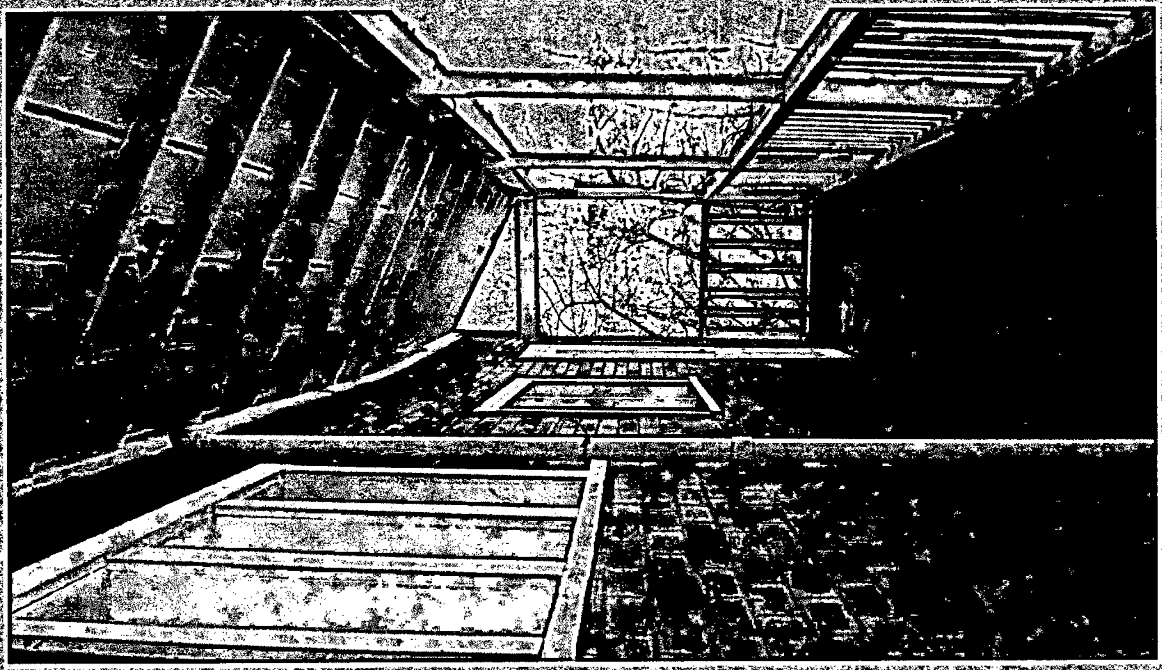
Significant changes to the façade, particularly the installation of the Bricktex siding, was made prior to the City's ownership.

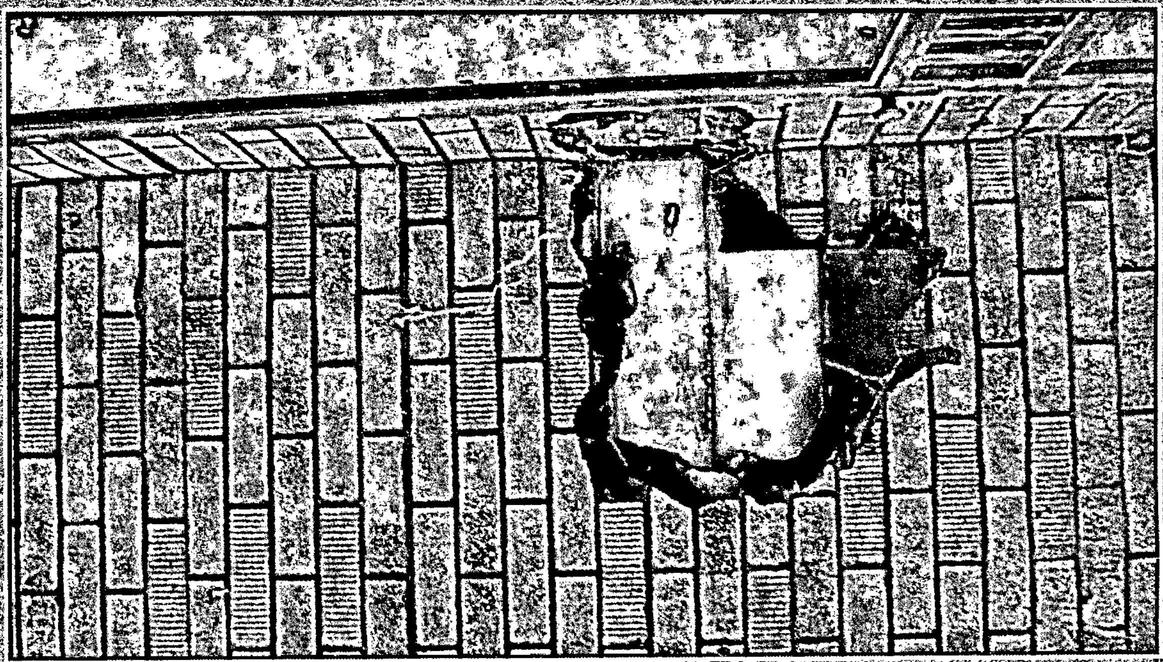
Were the Changes Approved in Advance by:

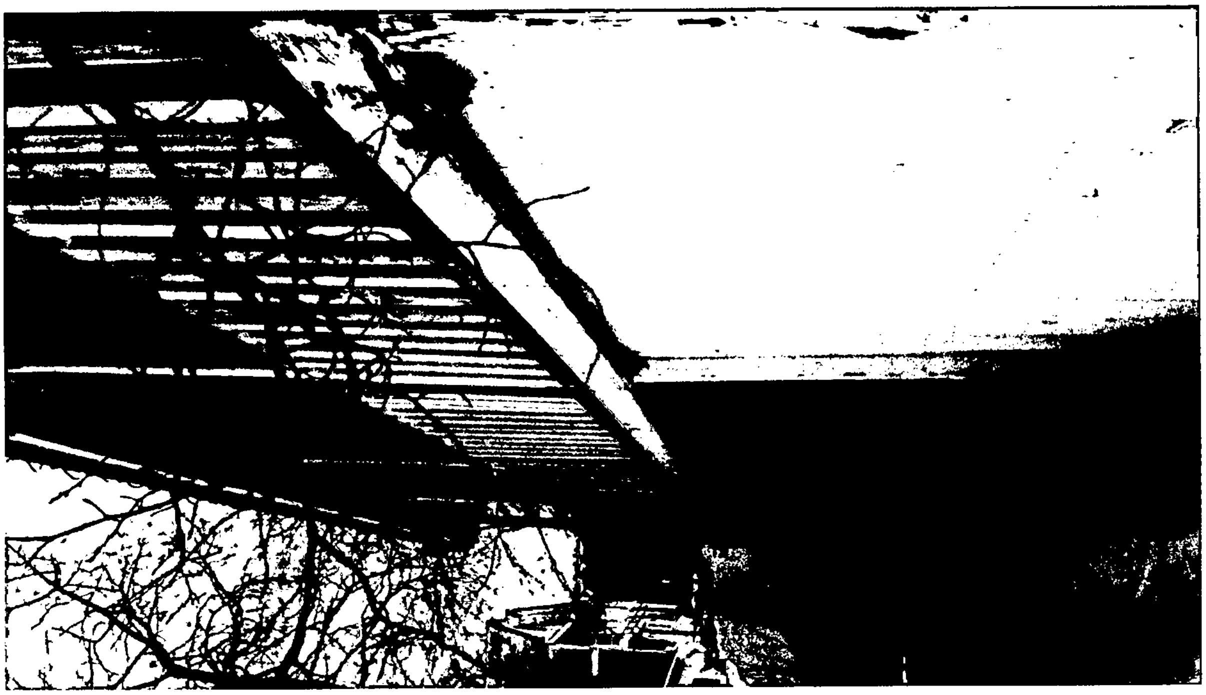
City Council ☐ Other (state, if applicable) ☑ Changes made prior to City ownership, except the c. 2008 standing seam metal roof.

Additional Comments:

Photos:







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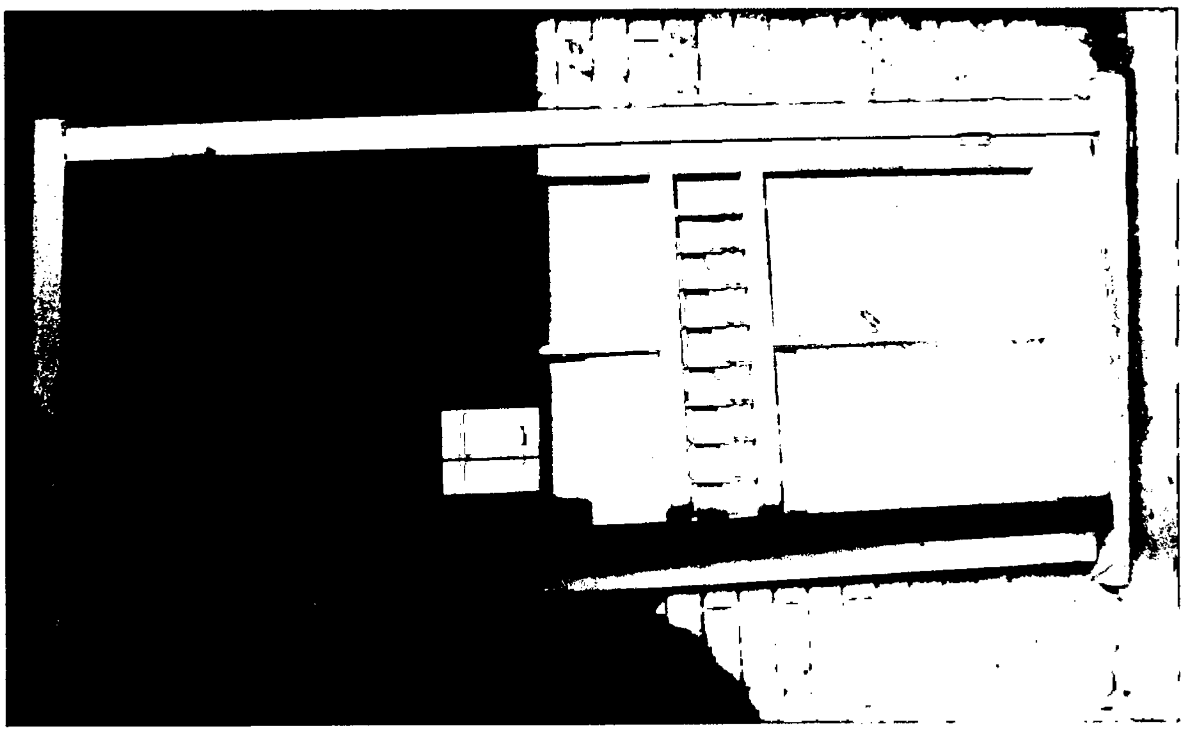

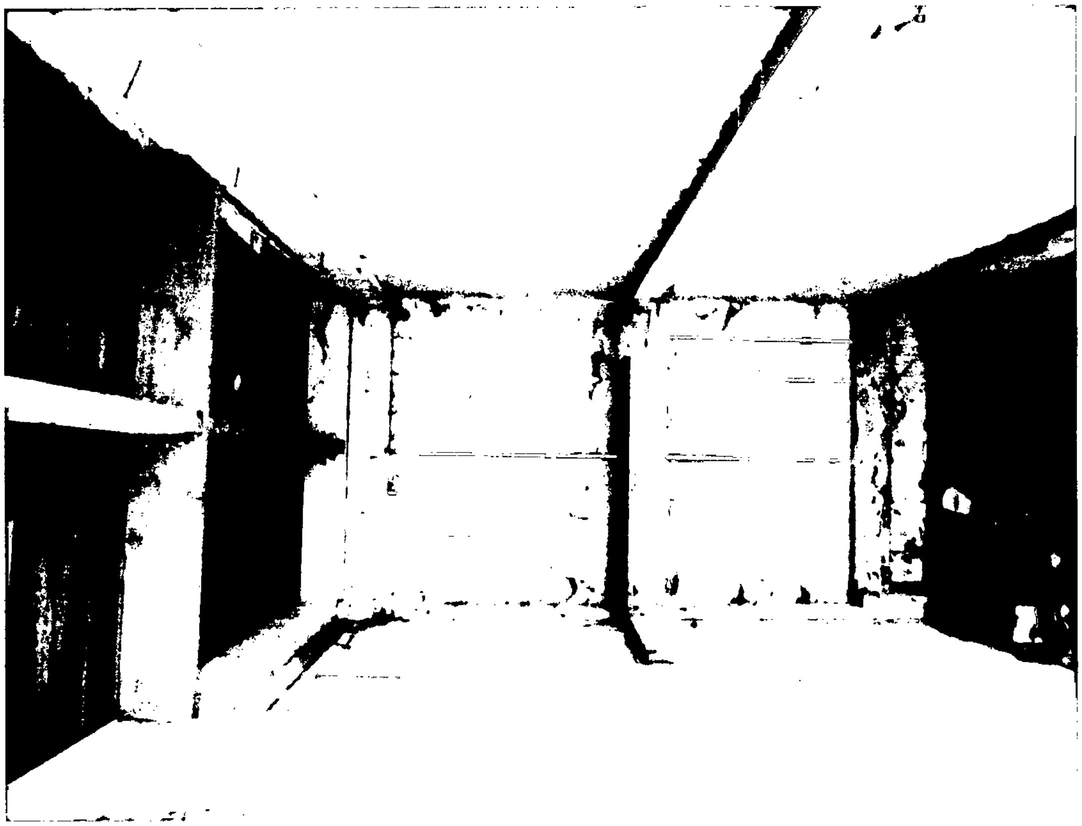

Exhibit C

HISTORIC PRESERVATION BOARD
PARK CITY, SUMMIT COUNTY, UTAH

RE: RECONSTRUCTION & MATERIAL DECONSTRUCTION

The Historic Preservation Board of Park City, Utah met on Wednesday, December 7, 2016 for a regularly scheduled and duly noticed meeting. After determining that a quorum was present, the Board conducted its scheduled business.

NOTICE OF HISTORIC PRESERVATION BOARD ACTION:

Project Address:	**664 Woodside Avenue**
Project Number:	**PL-15-03046**
Type of Item:	**Administrative –Material Deconstruction on the historic house**
Hearing Date:	**December 7, 2016**

Board Action: **APPROVED -** The Historic Preservation Board conducted a public hearing and found that the proposed work will have little or no negative impact on the historic character of the surrounding neighborhood or the Historic District. The proposed demolition complies with the criteria set forth in the pending ordinance. The Historic Preservation Board also found that the reconstruction of the historic garage complied with LMC 15-11-15. The Historic Preservation Board made the determination based on the following findings of fact and conclusions of law.

Finding of Fact:

1. The property is located at 664 Woodside Avenue.
2. The site is designated as Significant on the Historic Sites Inventory.
3. Based on Sanborn Fire Insurance map analysis, the house was likely constructed c.1885 by Caroline K. Snyder. After her death, her son Frank Snyder constructed a gable addition to the north, converting the house from a hall-parlor to a cross-wing or a T-Cottage by Addition. It is unknown whether the original one-story dwelling depicted in the 1889 Sanborn map was demolished and replaced by a cross-wing house in 1900 of if the cross-wing form was created by an addition.
4. The “T-cottage by addition” was created by adding a cross-wing to one end of the rectangular cabin. The T-shape or cross-wing cottage was a popular house form in Park City during the 1880s and 1890s.
5. By 1929, the porch was extended to wrap-around to the east (rear) elevation of the structure and a new concrete block foundation was constructed along the north elevation.
6. The house remained largely unchanged in the 1941 Sanborn Map.

7. On September 7, 2016, the Planning Department received a Historic District Design Review (HDDR) application for the renovation of the historic house and construction of an addition to its north; the application was deemed complete on September 26, 2016. The HDDR application is still under review by the Planning Department.
   The applicant is proposing to remove a c. 2009 wooden staircase constructed by the City, stone retaining walls, non-historic fences, a boulder retaining wall associated with a Water Department drainage pipe, and additional improvements that are located in the Woodside Avenue right-of-way as well as a concrete retaining wall along the east property line, shared with High West. The proposed exterior changes to the non-historic improvements in the right-of-way and within the property will 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.
8. Currently, the original roof form is covered in a standing-seam metal roof that was installed by the City in 2009; heat tape was added in 2012. The applicant is proposing to remove the standing seam metal roof and install a new architectural grade shingle roof. The proposed material deconstruction is required for the rehabilitation of the historic house.
9. The applicant is also proposing to construct two shed dormers on the east (rear) elevation of the house in order to provide additional living space in the attic. The proposed changes will not damage or destroy the exterior architectural features of the subject property which are compatible with the character of the historic site.
10. There are two existing brick chimneys on the house. The first is on the east-west cross gable where the hall-parlor form meets the stem wing. The second chimney is on the east (rear) elevation of the house. Both chimneys show signs of damaged bricks and mortar deterioration.
11. The applicant is proposing to reconstruct chimney #1 as a faux chimney in its original location and utilizing its existing bricks. The proposed material deconstruction of Chimney #1 is necessary for the restoration and reconstruction of the chimney.
12. Chimney #2 will be demolished. The proposed demolition of Chimney #2 will 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.
    The exterior walls are covered with asbestos Bricktex siding that was likely added c.1940 when low-maintenance siding became popular. The historic drop-novelty siding exists beneath the Bricktex siding; however, it is unclear how much of the siding is salvageable. The proposed work is necessary to restore the original wood siding.
13. On the north elevation of the house, the applicant will be removing approximately 4.5 feet in length of the wall to accommodate the transition element to the new addition. The removal of this historic material is necessary in order to rehabilitate the building and construct the new addition.
14. The foundation appears to have been constructed in two parts, supporting the theory that there was no foundation beneath the north addition prior to 1900 and that the foundation was constructed after the livery was removed c.1927. This is

substantiated by the use of a stacked sandstone foundation on the south side of the house, beneath the original hall-parlor form. The north side has a cement block foundation, and cement block would have been readily available in the 1920s. the proposed work of adding a new foundation is necessary for the rehabilitation of the historic house.

15. The existing posts may be original; however, the railings were likely added after 1950 to replace the original railings. The porch floor consists of concrete and 1x wood flooring. The applicant proposes to brace the existing porch roof and temporarily lift it with the house when the foundation is poured. The applicant will evaluate the existing roof framing and repair and replace the structural members as needed. The applicant anticipates constructing a new wood porch floor once the house is set on its new foundation. The proposed work is necessary in order to rehabilitate the historic house and restore the porch to its c.1907-1920 appearance.
16. The applicant's Physical Conditions Report notes that there are seven total historic wood doors on the house. The applicant proposes to create faux doors on the south and west elevation as these doors will no longer be the primary entrance to the building. On the east (rear) elevation, the applicant proposes to remove an existing door which has been permanently closed and install a new door to the north. The door on the basement level will also be removed. It is unclear if these doors are historic to the house or if they have been added over time. The proposal is necessary to rehabilitate the house.
17. The window openings seen today were likely introduced in the 1920s in an effort to introduce more contemporary bungalow-inspired elements into the house. Any traces of original window openings are likely concealed beneath the Bricktex siding and the dry-wall and panelled interior walls. The windows are in varying degrees of poor condition with evidence of broken glass panes, wood rot, boarded window openings, and a missing window at the attic level. the proposed changes to the existing window configuration are necessary to rehabiltate the historic house. Any modifications to the original and/or existing window configuration on the east (rear) elevation will 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.
18. The garage was designated "Significant" on the Historic Sites Inventory and is in overall good shape. It is a wood frame structure with no foundation; however, it does have framed walls and roof with plywood sheathing. The applicant intends to maintain the existing structure and place it on a new foundation. The proposed work is required for the renovation of the garage. The applicant's proposal to temporarily relocate the structure will mitigate to the greatest extant practical and impact to the historical importance of other structures located on the property and on adjacent parcels.
19. The applicant also proposes to remove an existing window on the east (rear) elevation of the garage and construct a new window opening and construct a new service door on the east half of the garage's north (side) elevation. The proposed changes will 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.

Conclusions of Law:

1. The proposal complies with the Land Management Code requirements pursuant to the HR-M District and regarding historic structure deconstruction and reconstruction.

Conditions of Approval:

1. Final building plans and construction details shall reflect substantial compliance with the HDDR proposal stamped in on November 16, 2016. Any changes, modifications, or deviations from the approved design that have not been approved by the Planning and Building Departments may result in a stop work order.
2. Where the historic exterior materials cannot be repaired, they will be replaced with materials that match the original in all respects: scale, dimension, texture, profile, material and finish. Prior to replacement, the applicant shall demonstrate to the Historic Preservation Planner that the materials are no longer safe and/or serviceable and cannot be repaired to a safe and/or serviceable condition.
3. Following removal of the non-historic Bricktex siding, the applicant shall update his Historic Preservation Plan with a conditions report of the original wood siding. Deteriorated or damaged historic wood siding shall be repaired rather than replaced. Where the severity of the deterioration or material defects requires replacement, the applicant shall demonstrate the severity of the deterioration to the Historic Preservation Planner for approval of its replacement in-kind.
4. The applicant shall work with the Historic Preservation Planner to determine whether or not the stone on the foundation of the historic house can be salvaged and reused as a veneer for the new foundation. If the material is found to be in such poor condition that it cannot be salvaged, the applicant shall replace shall reconstruct the foundation with a stacked stone veneer matching the original in design, dimension, texture, material, and finish.
5. The historic door openings, doors, and door surrounds visible from the Woodside Avenue right-of-way shall be maintained and preserved.
6. The applicant shall work with the Historic Preservation Planner to determine whether or not the historic doors of the historic house can be salvaged and reused as operable doors or as a faux door veneer for the rehabilitated house.
7. Following removal of the non-historic Bricktex siding, the applicant shall update his Historic Preservation Plan with a conditions report detailing the locations of original window openings. The applicant shall base any window modifications on the façade (west elevation) or secondary facades (north and south elevations) that will be visible from the Woodside Avenue right-of-way on physical, measured evidence uncovered during the demolition process. Planning staff shall review and approve the updated window configuration based on this new physical evidence.
8. The applicant shall update the façade easement to reflect the conditions of the historic house following the rehabilitation to the satisfaction of the grantee. The updated façade easement shall be recorded at the Summit County Recorder's Office.

If you have any questions or concerns regarding this letter, please do not hesitate to call me at (435) 615-5067 or contact me by email at anya.grahn@parkcity.org.

Sincerely,

Anya E. Grahn

Anya Grahn
Historic Preservation Planner

1. <u>664 Woodside Avenue – Historic District Design Review – Material Deconstruction of non-historic stacked stone retaining walls, 2009 wooden staircase, 2009 standing seam metal roof, c.1900 extant chimneys on the east and west sides of the house; c.1940 Bricktex siding; c.1900 stacked stone and c.1920 concrete block foundation; c.1950 porch railings; seven (7) historic doors; c.1920 wood windows; and foundation of garage.</u> (Application PL-16-03330)

Planner Grahn stated that this property is unique because it was previously owned by the City and a historic preservation façade easement was recorded on the property. In addition to the HPB review, this application would also be reviewed with the City Council to make sure it meets the intent of the preservation easement. The application was currently under a Historic District Design Review. Planner Grahn noted that the City Council approved the plat amendment for this application last week; however, the plat had not yet been recorded. Recording the plat will be a condition prior to obtaining a building permit.

Planner Grahn reported that the house was built in 1885 and was occupied by a family with 12 children. By 1900 a wing was added to the house to make an L-shape design, which was common at the turn of the century. As tastes changed and families grew, many times a wing would be added to the house and it would change from being a hall-parlor into a T-shaped cottage. Planner Grahn stated that the house shape primarily remained throughout the years, but originally there was a building that consumed the entire side of this house, as well as the neighbor behind it. She pointed out differences in foundation that the Staff believes substantiates that determination. Planner Grahn was unsure if the foundation was added or just replaced. She stated that the wrap-around porch was introduced before 1929. By that time the original building had been replaced by the house that exists today, and the National Garage known as High West. Planner Grahn presented a photo from 1941 showing that the house had remained the same.

Planner Grahn presented a site plan. She noted that the highlights in red were existing concrete and stone retaining walls, a pair of stairs that the City installed in 2009, and other non-historic improvements that the applicant was proposing to remove and rebuild. Planner Grahn indicated areas on City property that would be regraded and repaired as development of the house occurs. The existing standing seam metal roof will be replaced with architectural asphalt shingles. Two new dormers will be added on the back of the building and below the ridge of the roof. The dormers are fairly small and in scale with the small house.

Planner Grahn pointed to two chimneys on the house. The Staff found that the first chimney was more of a primary chimney that was decorative and was intended to be seen on the east-west cross wing of the house. The second chimney is behind the eve on the back of the house. The applicant was proposing to reconstruct the first chimney. The second chimney would be demolished. Any salvageable material will be used to rebuild the first chimney.

Planner Grahn remarked that the exterior walls are currently clad in an asbestos Bricktex, which was probably installed in the 1940s. Historic siding can be seen underneath. The applicant had not yet done an exploratory demolition on this house. Therefore, a lot of what they know is based on assumption and what they see in other houses. The Staff will assess the condition of the wood siding once the Bricktex has been removed. For that reason, a condition of approval was added stating that the Historic Preservation Planner will make sure the severity of deterioration justifies replacing any of the material in kind.

Planner Grahn presented a picture showing the size of the transitional element that would be added to the north side of the house. It is beyond the mid-point and close to the back of the house. Planner Grahn stated that the foundation is partially stone and partially wood and concrete block. The Staff would work with the applicant in an effort to salvage some of the stone and reuse is on the foundation to keep its current character.

Planner Grahn commented on the wrap-around porch and, noted that the applicant proposes to brace the porch to lift it up. However, the porch floor has been modified over the years. Part of it is concrete because it sits directly on the ground. As it goes above grade, it turns into wood decking. The applicant was proposing to replace the wood decking. Planner Grahn was unsure whether the posts are historic, but the railing is definitely not historic. The applicant was proposing to restore the porch to a more traditional appearance, similar to what is seen in Old Town.

Planner Grahn noted that there are four historic doors on the building; two of which are on the front, with very ornate screen doors. The applicant would like to replace all of the doors on the site. The Staff thought two of the four doors could be restored and kept in place. However, they were asking the HPB to make that decision. The other two doors are in the back of the house and are not visible. Changing or modifying those doors would have minimal impact on the historic character of the site. The Staff was requesting that the HPB also discuss that issue.

Planner Grahn stated that the windows on this house were modified, but she was unsure when they were modified. Originally, the house would not have had the Chicago-style windows that exist. However, because the interior walls and siding have not been removed, it was difficult to say what ghost lines they will find. A condition of approval was added indicating that once the Staff determines how this house is put together, they will look at the windows and take measurements from those ghost lines to determine what the original configuration was on the façade and the sides visible from Woodside Avenue. Planner Grahn noted that the red color indicated the windows that were proposed to be replaced. The blue color represented new window openings.

Planner Grahn pointed to the historic garage on the very southernmost part of the property. It is actually half into the neighbor's property. The structure is a simple wood frame garage. The applicant was proposing to clean up the garage, put a foundation underneath it, add a service door on the back, add windows, and replace the existing window. The Staff felt the proposed changes were appropriate because it would not destroy the architectural features or the historic character of the garage.

Board Member Hodgkins asked Planner Grahn to point out the garage on the site plan. Planner Grahn indicated the garage location and noted that it was partially on the 664 Woodside property, partially on the neighboring property, and partially on City property.

Board Member Stephens asked if the garage would be moved. Planner Grahn replied that it would remain in its current location. As part of the plat amendment process, the Staff asked the applicant to provide an encroachment agreement for the garage with both the City and the neighbor to the south.

Planner Grahn reviewed the doors again and requested input from the Board. She thought the front and side doors were either original to the building, or fit with the period of the building. Because the doors appear to be historic, Planner Grahn thought they should make an effort to preserve and maintain them. The kitchen door and the doors on the backside of the house are less visible and do not play as much into the historic character of the building. Planner Grahn noted that the applicant would like to replace all the doors for energy efficiency; however, the Staff encourages keeping the two she mentioned.

Jonathan DeGray, the project architect, stated that the door on the front is quite frail and thin, and it has a single-pane glass panel. It is the only one of the three doors that would be operable, and he felt it was important to make it as good as possible moving forward. Mr. DeGray explained that the other two doors will be faux panels, so the doors could be reused and integrated into the siding to appear as they exist today. Mr. DeGray stated that if the Board prefers to save the door, he was willing to make that effort to help move things along. He suggested a condition of approval where Planner Grahn would relook at the door and he could propose a method of preservation.

Chair White referred to the door shown on the lower right-hand elevation, and asked if it was an existing door, and whether it was similar to the front door. Mr. DeGray replied that it was similar in size and design, but it would be a faux door. Chair White clarified that the only operable door would be the front door. Mr. DeGray answered yes. Board Member Beatlebrox asked about the condition of the door that will be a faux door. Mr. DeGray stated that it appears to be the one that was used the most to enter the house. He recalled that it was in fairly good condition.

Director Erickson asked if the doors could be switched. Planner Grahn thought they could be switched if it that would help. Mr. DeGray suggested that Planner Grahn visit the site again to look at all of the doors and determine which ones should be kept and which ones could be moved around. He noted that all the doors were decorative, and were the same four-panel with the two top lights.

Board Member Stephens asked if the operable door would be the main entrance to the home. Mr. DeGray stated that it was actually the master bedroom. Mr. Stephens agreed with Mr. DeGray that a 100+ year old door can be repaired, but if it is used often, they would need to take it apart and re-glue it.

Planner Grahn suggested that they echo the condition used for the foundation for the doors. She drafted the condition to read, "The applicant shall work with the Historic Preservation Planner to determine whether or not the doors on the historic house can be salvaged and re-used as operable doors, or as a faux door veneer as part of the rehabilitation".

Chair White had read the Staff report and he complimented the Staff and the Architect on the plans for this house and how they intend to do it. Board Member Beatlebrox was comfortable with the proposal presented. Board Member Holmgren concurred.

Board Member Hodgkins commented on the windows and asked if Planner Grahn intended to look at the windows to see if any were historic. Planner Grahn explained that when the Bricktex is removed and they gut the interior, it will be easier to see when a window is added and what the original opening might have been. When that is uncovered, the Staff will measure the window and Mr. DeGray will add a supplemental addendum to the historic preservation plan and physical conditions report showing what was uncovered. The Staff would also measure to determine what type of replacement windows should be used to return it to its original appearance. Planner Grahn clarified that the intent is to restore the original openings.

Chair White opened the public hearing.

There were no comments.

Chair White closed the public hearing.

MOTION: Board Member Beatlebrox moved to APROVE the material deconstruction of non-historic and non-contributory materials at 664 Woodside Avenue, pursuant to the Findings of Fact, Conclusions of Law, and Conditions of Approval found in the Staff report and as amended to have the preservation planner review the location and placement of the historic doors. Board Member Holmgren seconded the motion.

VOTE: The motion passed unanimously.

Finding of Fact – 664 Woodside Avenue

1. The property is located at 664 Woodside Avenue.

2. The site is designated as Significant on the Historic Sites Inventory.

3. Based on Sanborn Fire Insurance map analysis, the house was likely constructed c.1885 by Caroline K. Snyder. After her death, her son Frank Snyder constructed a gable addition to the north, converting the house from a hall-parlor to a cross-wing or a T-Cottage by Addition. It is unknown whether the original one-story dwelling depicted in the 1889 Sanborn map was demolished and replaced by a cross-wing house in 1900 of if the cross-wing form was created by an addition.

4. The ―T-cottage by addition‖ was created by adding a cross-wing to one end of the rectangular cabin. The T-shape or cross-wing cottage was a popular house form in Park City during the 1880s and 1890s.

5. By 1929, the porch was extended to wrap-around to the east (rear) elevation of the structure and a new concrete block foundation was constructed along the north elevation.

6. The house remained largely unchanged in the 1941 Sanborn Map.

7. On September 7, 2016, the Planning Department received a Historic District Design Review (HDDR) application for the renovation of the historic house and construction of an addition to its north; the application was deemed complete on September 26, 2016. The HDDR application is still under review by the Planning Department. The applicant is proposing to remove a c. 2009 wooden staircase constructed by the City, stone retaining walls, non-historic fences, a boulder retaining wall associated with a Water Department drainage pipe, and additional improvements that are located in the Woodside Avenue right-of-way as well as a concrete retaining wall along the east property line, shared with High West. The proposed exterior changes to the non-historic improvements in the right-of-way and within the property will 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.

8. Currently, the original roof form is covered in a standing-seam metal roof that was installed by the City in 2009; heat tape was added in 2012. The applicant is proposing to remove the standing seam metal roof and install a new architectural grade shingle roof. The proposed material deconstruction is required for the rehabilitation of the historic house.

9. The applicant is also proposing to construct two shed dormers on the east (rear) elevation of the house in order to provide additional living space in the attic. The proposed changes will not damage or destroy the exterior architectural features of the subject property which are compatible with the character of the historic site.

10. There are two existing brick chimneys on the house. The first is on the east-west cross gable where the hall-parlor form meets the stem wing. The second chimney is on the east (rear) elevation of the house. Both chimneys show signs of damaged bricks and mortar deterioration.

11. The applicant is proposing to reconstruct chimney #1 as a faux chimney in its original location and utilizing its existing bricks. The proposed material deconstruction of Chimney #1 is necessary for the restoration and reconstruction of the chimney.

12. Chimney #2 will be demolished. The proposed demolition of Chimney #2 will 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. The exterior walls are covered with asbestos Bricktex siding that was likely added c.1940 when low-maintenance siding became popular. The historic drop-novelty siding exists beneath the Bricktex siding; however, it is unclear how much of the siding is salvageable. The proposed work is necessary to restore the original wood siding.

13. On the north elevation of the house, the applicant will be removing approximately 4.5 feet in length of the wall to accommodate the transition element to the new addition. The removal of this historic material is necessary in order to rehabilitate the building and construct the new addition.

14. The foundation appears to have been constructed in two parts, supporting the theory that there was no foundation beneath the north addition prior to 1900 and that the foundation was constructed after the livery was removed c.1927. This is substantiated by the use of a stacked sandstone foundation on the south side of the house, beneath the original hall-parlor form. The north side has a cement block foundation, and cement block would have been readily available in

the 1920s. The proposed work of adding a new foundation is necessary for the rehabilitation of the historic house.

15. The existing posts may be original; however, the railings were likely added after 1950 to replace the original railings. The porch floor consists of concrete and 1x wood flooring. The applicant proposes to brace the existing porch roof and temporarily lift it with the house when the foundation is poured. The applicant will evaluate the existing roof framing and repair and replace the structural members as needed. The applicant anticipates constructing a new wood porch floor once the house is set on its new foundation. The proposed work is necessary in order to rehabilitate the historic house and restore the porch to its c.1907-1920 appearance.

16. The applicant's Physical Conditions Report notes that there are seven total historic wood doors on the house. The applicant proposes to create faux doors on the south and west elevation as these doors will no longer be the primary entrance to the building. On the east (rear) elevation, the applicant proposes to remove an existing door which has been permanently closed and install a new door to the north. The door on the basement level will also be removed. It is unclear if these doors are historic to the house or if they have been added over time. The proposal is necessary to rehabilitate the house.

17. The window openings seen today were likely introduced in the 1920s in an effort to introduce more contemporary bungalow-inspired elements into the house. Any traces of original window openings are likely concealed beneath the Bricktex siding and the dry-wall and paneled interior walls. The windows are in varying degrees of poor condition with evidence of broken glass panes, wood rot, boarded window openings, and a missing window at the attic level. the proposed changes to the existing window configuration are necessary to rehabilitate the historic house. Any modifications to the original and/or existing window configuration on the east (rear) elevation will 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.

18. The garage was designated —Significant on the Historic Sites Inventory and is in overall good shape. It is a wood frame structure with no foundation; however, it does have framed walls and roof with plywood sheathing. The applicant intends to maintain the existing structure and place it on a new foundation. The proposed work is required for the renovation of the garage. The applicant's proposal to temporarily relocate the structure will mitigate to the greatest extant practical and impact to the historical importance of other structures located on the property and on adjacent parcels.

19. The applicant also proposes to remove an existing window on the east (rear)

elevation of the garage and construct a new window opening and construct a new service door on the east half of the garage's north (side) elevation. The proposed changes will 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.

Conclusions of Law – 664 Woodside Avenue

1. The proposal complies with the Land Management Code requirements pursuant to the HR-M District and regarding historic structure deconstruction and reconstruction.

Conditions of Approval – 664 Woodside Avenue

1. Final building plans and construction details shall reflect substantial compliance with the HDDR proposal stamped in on November 16, 2016. Any changes, modifications, or deviations from the approved design that have not been approved by the Planning and Building Departments may result in a stop work order.

2. Where the historic exterior materials cannot be repaired, they will be replaced with materials that match the original in all respects: scale, dimension, texture, profile, material and finish. Prior to replacement, the applicant shall demonstrate to the Historic Preservation Planner that the materials are no longer safe and/or serviceable and cannot be repaired to a safe and/or serviceable condition.

3. Following removal of the non-historic Bricktex siding, the applicant shall update his Historic Preservation Plan with a conditions report of the original wood siding. Deteriorated or damaged historic wood siding shall be repaired rather than replaced. Where the severity of the deterioration or material defects requires replacement, the applicant shall demonstrate the severity of the deterioration to the Historic Preservation Planner for approval of its replacement in-kind.

4. The applicant shall work with the Historic Preservation Planner to determine whether or not the stone on the foundation of the historic house can be salvaged and reused as a veneer for the new foundation. If the material is found to be in such poor condition that it cannot be salvaged, the applicant shall replace shall reconstruct the foundation with a stacked stone veneer matching the original in design, dimension, texture, material, and finish.

5. The historic door openings, doors, and door surrounds visible from the Woodside Avenue right-of-way shall be maintained and preserved.

6. Following removal of the non-historic Bricktex siding, the applicant shall update his Historic Preservation Plan with a conditions report detailing the locations of original window openings. The applicant shall base any window modifications on the façade (west elevation) or secondary facades (north and south elevations) that will be visible from the Woodside Avenue right-of-way on physical, measured evidence uncovered during the demolition process. Planning staff shall review and approve the updated window configuration based on this new physical evidence.

7. The applicant shall update the façade easement to reflect the conditions of the historic house following the rehabilitation to the satisfaction of the grantee. The updated façade easement shall be recorded at the Summit County Recorder's Office.

8. The applicant shall work with the Historic Preservation Planner to determine whether or not the doors on the historic house can be salvaged and re-used as operable doors, or as a faux door veneer as part of the rehabilitation.

2. Annual Preservation Award – Staff recommends the Historic Preservation choose one (1) awardee for the annual Preservation Award, choose up to four (4) nominees for a historic plaque, and select three (3) members to form an Artist Selection Committee. (**Application GI-15-02972)**

Planner Grahn reported that the Board needed to choose their annual Preservation Award for projects that were completed in 2016 or earlier. She noted that last year the HPB spent time revising the program and introducing plaques for up to five awardees. A painting or another art piece is commissioned for the primary awardee. Planner Grahn presented a list of nominees and encouraged the Board members to add additional nominees if they had a particular project in mind.

Planner Grahn requested that three members of the HPB volunteer to be on an artist selection committee. The intent is to have everything completed and ready to present to the City Council in May, which is National Historic Preservation Month.

Planner Grahn named the suggested nominees. The first was 264 Ontario Avenue. This house had very few alterations; however, the house faces McHenry and abuts Ontario Avenue. Therefore, they were able to accommodate a substantial addition without detracting from the historic house. Planner Grahn commented on the actually work that was done as, outlined in the Staff report.

The second nominee was 81 King Road. Planner Grahn stated that per the Historic Site Inventory form, the house was clad in wood shake shingles. The

DATE: February 2, 2017

TO HONORABLE MAYOR AND COUNCIL

The Park Meadows Well has been declared by the Division of Drinking Water (DDW) to be groundwater under the influence of surface water (GWUDI). On September 29, 2014 a Compliance Agreement/Enforcement Order was executed by DDW requiring the existing well treatment process to be upgraded to include filtration. CH2M has completed design of the filtration facility adjacent to the Creekside Park. COP was the lowest qualified bidder for construction. Upon contract execution COP will begin construction starting as early as March 1, 2017 and the Creekside Water Treatment Plant will be operational by November 15, 2017.

Respectfully:

Griffin Lloyd,

City Council
Staff Report

Subject:	**Creekside Water Treatment Plant Construction Agreement COP Construction L.L.C.**
Author:	**Griffin Lloyd, Public Utilities Project Manager**
Department:	**Public Utilities**
Date:	**February 2, 2017**
Type of Item:	**Administrative**

Summary Recommendation

Staff recommends Council authorize the City Manager to execute a Construction Agreement, in a form approved by the City Attorney, with COP Construction L.L.C. (COP) for the construction of the Creekside Water Treatment Plant for an amount not to exceed $3,426,935.00.

Executive Summary

The Park Meadows Well has been declared by the Division of Drinking Water (DDW) to be groundwater under the influence of surface water (GWUDI). On September 29, 2014 a Compliance Agreement/Enforcement Order was executed by DDW requiring the existing well treatment process to be upgraded to include filtration. CH2M has completed design of the filtration facility adjacent to the Creekside Park. COP was the lowest qualified bidder for construction. Upon contract execution COP will begin construction starting as early as March 1, 2017 and the Creekside Water Treatment Plant will be operational by November 15, 2017.

Acronyms and Abbreviations in this Report

The following acronyms and abbreviations have been used in this report:

CA/EO	Compliance Agreement/Enforcement Order
City	Park City Municipal Corporation
COP	COP Construction L.L.C.
CUP	Conditional Use Permit
CWTP	Creekside Water Treatment Plant
DDW:	Division of Drinking Water
GWUDI:	Ground Water Under the Direct Influence of Surface Water
L.L.C.	Limited Liability Corporation
MPA:	Microscopic Particulate Analysis
PMW:	Park Meadows Well
UV:	Ultraviolet Light

The Problem

The Park Meadows Well (PMW) and Divide Well are an integral part of the City's existing water source portfolio. The PMW showed evidence of groundwater under the direct influence of surface water (GWUDI) conditions in 2002 and after a recent positive

Microscopic Particulate Analyses (MPA) the Division of Drinking Water (DDW) issued a Compliance Agreement/Enforcement Order (CA/EA) notifying Park City Municipal that the well cannot be used as a potable water source until the existing treatment system is upgraded to meet current DDW regulations. Importantly neither Park City nor DDW have indicated there is a risk to public health, however, upgraded water quality monitoring has been placed in effect until upgrades are complete. In order for PMW to comply with DDW regulations for GWUDI, and avoid the immediate loss of the well as a potable water source, Park City has until August 31, 2018 to bring PMW into compliance by rule.

Background

The selected design for the new treatment improvements, referred to as the Creekside Water Treatment Plant (CWTP), consists of collecting water from both Park Meadows and Divide wells and treating the well waters within a common building prior to introduction into the water distribution system. The treatment plant will be located adjacent to the Creekside Park, on City-owned property within the Creekside Subdivision. The project includes the construction of a new building with upgraded treatment systems which replaces the two existing well houses and their associated treatment systems. The new 2,650 square feet building includes a solar photovoltaic system and a standby natural gas generator. Well treatment equipment includes cartridge filtration system, a low-pressure ultraviolet disinfection system, and an on-site sodium hypochlorite generation and chlorine feed system. Site work and site utility improvements include a well pump replacement, demolition of existing well house facilities, and site restoration/landscaping.

Park City has performed a substantial evaluation and conducted subsequent discussions with Council regarding the need for the project, the project location, and the design process. As part of the design process, a Conditional Use Permit for the project has been submitted to Park City Planning and subsequently approved by Planning Commission.

A summary listing of key project related activities and, where applicable, associated links to material presented at City Council and Planning Commission meetings is provided below:

- January 9, 2014: RFQ issued for *Well Source Alternatives Analysis*
- January 30, 2014: RFQs received for *Well Source Alternatives Analysis*
- March 6, 2014: City Council Meeting ,Original PSA CH2M Engineering Services *http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=2013&Inline=True*
- May 8, 2014: City Manager Execution, PSA First Addendum, CH2M Engineering Services, time extension
- July 2014: Received *Park Meadows Well Source Alternatives Analysis Report,* prepared by CH2M
- August 6, 2014: The Utah Division of Drinking Water (DDW) declared the Park Meadows Well to be groundwater under the influence of surface water (GWUDI)

- September 29, 2014: A Compliance Agreement/Enforcement Order (CA/EA) was executed by DDW requiring filtration to be added to the existing well treatment process or removal of the well from the potable water system.
- November 13, 2014: City Manager Execution, PSA Second Addendum, CH2M Engineering Services, time extension
- September 3, 2015: City Council Meeting, PSA Third Addendum, CH2M Engineering Services
  http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=2068&Inline=True
- December 3, 2015: City Council Work Session, Park Meadows Well Filtration Site Planning
  http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=2080&Inline=True
- January 12, 2016: CUP application submitted to the Planning Department
- March 23, 2016: Planning Commission Meeting, *2392 Holiday Ranch Loop Road-Conditional Use Permit*. Staff was informed that the building location was non-conforming with the Sensitive Lands Overlay Zone requirements.
  http://52.26.130.11/Home/ShowDocument?id=21271
- April 5, 2016: CUP application, updated proposal, submitted to the Planning Department
- May 12, 2016: City Council Work Session, Creekside Water Treatment Plant - Building Site Relocation
  http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=2137&Inline=True
- July 13, 2016: Planning Commission Meeting, *2392 Holiday Ranch Loop Road-Conditional Use Permit*. CUP approved.
  http://52.26.130.11/Home/ShowDocument?id=29472
- June 16, 2016: City Council Meeting, PSA Fourth Addendum, CH2M Engineering Services
  http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=2143&Inline=True
- September 21, 2016: Per CA/EO, Construction Plans submittal to DDW
- January 26, 2017: DDW Construction Plan approval

Analysis

Contractor Selection

Due to the complexity of the treatment facility, the City elected to prequalify construction contractors. Only those contractors who met criteria outlined in the prequalification would be eligible to bid the project.

- Advertisements for pre-qualifications were published in the Park Record from September 26 to October 20, 2016, online at utahlegals.com, and on the Park City Website
- Eight contractors submitted pre-qualifications
- Staff evaluated submittals and determined four contractors to be prequalified and eligible to bid the project
- On December 14, 2016 a public bid opening of the four qualified bidders was held. A summary of the bid proposals is presented in the following table:

Bidder	Total Bid Price
Engineer's Estimate	*$3,605,000.00*
COP Construction	**$3,531,000.00**
Ellsworth Paulsen	$3,558,528.00
Gerber Construction	$3,731,000.00
Alder Construction	$3,948,000.00

COP Construction L.L.C. is the lowest responsive bidder. Bid documents have been reviewed by staff and no issues were discovered. None of the bidders maintain an office in Summit County, therefore, Local Bidder Preference was not considered during the determination of lowest responsive bidder.

Subsequent to the bid opening, staff has been negotiating with the apparent low bidder in an effort to recognize additional price savings on the project. The contract amount recommended for the Construction Agreement with COP Construction reflects these savings and therefore differs from the submitted bid proposal price.

Proposed Construction
Availability of both the Park Meadows and Divide wells is critical to water supply and meeting peak water demands. Construction is anticipated to occur starting as early as March 1, 2017 and to be complete by November 15, 2017.

- Work will be phased to accommodate full operation of the wells between June 15 and September 1 and between October 15 and January 15
- Construction documents include special requirements to provide barriers to separate work activities from Creekside Park users
- Construction documents preclude construction parking and staging from Creekside Park public areas
- Construction activities will be coordinated with Parks and Recreation activities and Creekside Park special events
- Public Engagement will be continuously updated by the Project Manager

Griffin Lloyd, Public Utilities Project Manager, will be coordinating the work and will be working under the guidance of the Public Utilities Director and Engineering Manager.

Alternatives for City Council to Consider
This section provides pros and cons with the recommendation of entering into a Construction Agreement

Pros

a. Construction of the treatment facility would ensure compliance with DDW regulations by the CA/EO deadline and allow the City to continue to use PMW as a drinking water source.
b. Proposed process improvements will reduce operational and maintenance activities related to materials deliveries.

Cons

a. Commits capital improvement budget that could be utilized for other purposes
b. Short-term impacts to Creekside Park users and the immediate neighborhood

Consequences of not authorizing services

Would delay the project and could require use of the well, as a potable water source, to cease immediately.

Furthering the Goals of the General Plan

Through the General Plan, City Council has set as an objective to "Provide reliable public resources to ensure the health, welfare, and safety of residents and visitors" *(Objective 1.4 http://www.parkcity.org/home/showdocument?id=12388 page 99).* Additionally, City Council has established, through the strategic planning process and the Biennial Plans, the following Desired Outcomes:

- Enhanced water quality and high customer confidence
- Effective water conservation program
- Adequate and reliable water supply *(http://www.parkcity.org/Home/ShowDocument?id=13028 page 1)*

Department Review

This report has been reviewed by representatives of Public Utilities, Budget, City Attorney's Office, and the City Manager's Office. Comments have been integrated into this report.

Funding Source

The funding for the project is from water service fees and is part of the FY 17 budget and the approved 5-year CIP. The approved budget for this project was $3.0M, however with higher than expected bid prices and ongoing engineering, an additional $880K will be needed. Additional funds for this contract authorization will be made available by reallocating funds from the Quinns Junction Water Treatment Plant Project which is also within the Water CIP fund. The budget for the Quinns project was projected before design, and the CMGC process as well as value engineering have created a surplus for this project. Reallocating funds between the projects will not result in an increase of the overall Water Fund Budget or 5-year CIP.

The following factors have contributed to Project bid costs exceeding initial project cost estimates and consequently the approved budget:

- Contractors have ample work and subsequently current pricing for projects have seen increases due to this bidding environment.
- During the Planning approval process, the Land Management Code required the building to be moved to location several hundred feet south of the originally proposed location. This resulted in additional project costs from supplemental design, additional building improvements (such as a roof extension/patio for Creekside Park users), and additional site, piping, and landscape improvements.

- In addition, to meet Council's Critical Priority Energy Goals (which were implemented after preliminary project budgeting), multiple energy solutions have been incorporated into the structure to obtain the goal of Net Zero.

Attachments

ATTACHMENT A: Creekside Water Treatment Facility Bid Tabulation
ATTACHMENT B: COP Construction revised bid after value engineering

ATTACHMENT A

Creekside Water Treatment Plan Bid Tabulation 12/14/2016

BID TABULATION

PARK CITY 1884

PARK CITY MUNICIPAL CORPORATION
Creekside Water Treament Facility
Bids Opened at 3:00 p.m. December 14, 2016

			Engineers Estimate		Alder		Cop		Ellsworth		Gerber	
	Bid Bond				x		x		x		x	
	Addendeum Acknowledge				x		x		x		x	
	Description of Work	**QNTY**	**Unit**	**Total**	**Unit**	**Total**	**Unit**	**Total**	**Unit**	**Total**	**Unit**	**Total**
1	General	1		$0.00	$445,000.00	$445,000.00	$335,000.00	$335,000.00	$172,771.00	$172,771.00	$133,000.00	$133,000.00
2	Demolition	1		$0.00	$73,000.00	$73,000.00	$15,000.00	$15,000.00	$21,137.00	$21,137.00	$46,000.00	$46,000.00
3	Civil	1		$0.00	$292,000.00	$292,000.00	$416,000.00	$416,000.00	$396,361.00	$396,361.00	$551,000.00	$551,000.00
4	Landscaping	1		$0.00	$160,000.00	$160,000.00	$91,000.00	$91,000.00	$68,969.00	$68,969.00	$78,000.00	$78,000.00
5	Architectural	1		$0.00	$680,000.00	$680,000.00	$506,000.00	$506,000.00	$389,178.00	$389,178.00	$608,000.00	$608,000.00
6	Structural	1		$0.00	$401,000.00	$401,000.00	$305,000.00	$305,000.00	$430,425.00	$430,425.00	$394,000.00	$394,000.00
7	Building Mechanical	1		$0.00	$181,000.00	$181,000.00	$202,000.00	$202,000.00	$198,835.00	$198,835.00	$184,000.00	$184,000.00
8	Process	1		$0.00	$754,000.00	$754,000.00	$787,000.00	$787,000.00	$1,048,216.00	$1,048,216.00	$858,000.00	$858,000.00
9	Fire Suppression	1		$0.00	$13,000.00	$13,000.00	$22,000.00	$22,000.00	$24,662.00	$24,662.00	$12,000.00	$12,000.00
10	Electrical	1		$0.00	$666,000.00	$666,000.00	$681,000.00	$681,000.00	$633,157.00	$633,157.00	$717,000.00	$717,000.00
11	Instrumentation and Controls	1		$0.00	$193,000.00	$193,000.00	$191,000.00	$191,000.00	$174,817.00	$174,817.00	$197,000.00	$197,000.00
	Proposal Adjustement	1		$0.00	$90,000.00	$90,000.00	($20,000.00)	($20,000.00)		$0.00	($47,000.00)	($47,000.00)
	Bid Total			**$0.00**		**$3,948,000.00**		**$3,531,000.00**		**$3,558,528.00**		**$3,731,000.00**
	Written Total					**$3,948,000.00**		**$3,531,000.00**		**$3,558,528.00**		**$3,731,000.00**

ATTACHEMENT B

COP Construction revised Bid after Value Engineering

COP CONSTRUCTION LLC 840 NORTH 700 WEST NORTH SALT LAKE, UTAH 84054 801-298-9556 FAX 801-298-9725

Griffin Lloyd, P.E., P.L.S.
Public Utilities Project Manager
Park City Municipal Corporation
1053 Iron Horse Drive
Park City, Utah 84060

Griffin:

Here are the cost savings for the Creekside Water Treatment Plant that we have identified:

The UV System: The price per the revised scope (as per Coombs-Hopkins) is now $70,000. The original bid was $110,000. So a cost savings of $40,000.00.

The Gate System: The price for the new gate (as per information provided) is a cost savings of $24,565.00.
I am not sure if you wanted the options, but they are added price of: Radio receiver installed: $340.00, Remote transmitters: $33.80 ea.

The roof system: The cost savings for the roof system (as per information provided) is $39,500.00.

With these three options it would be a total cost savings of $104,065.00

If you choose to use all of these options, it would put our revised bid at $3,426,935.00

Please let me know if this works. I would be more than happy to supply any additional information

Thanks

Bruce Despain

Bruce Despain
Estimator

DATE: February 2, 2017

TO HONORABLE MAYOR AND COUNCIL

The Creekside Water Treatment Plant project design has been completed by CH2M, the project has been publically bid, and staff has recommended award of a construction contract to City Council. Water staff will provide overall project management and general construction observation during the project. However, staff has identified specific construction related items that require support by the design engineer. To address these needs, Staff, in conjunction with CH2M, has developed a scope of construction engineering services and requested a fee proposal from CH2M.

This Fifth Addendum to CH2M's Professional Services Agreement (PSA) addresses the identified construction and start-up services need. It is anticipated that this scope of services will serve to complete the project and provide a fully operable treatment facility which meets the requirements of City permits, Division of Drinking Water (DDW) construction plan approval, and the Compliance Agreement/Enforcement Order (CA/EO).

Respectfully:

Roger McCLain, Water Engineer

City Council
Staff Report

Subject:	**Professional Services Agreement, CH2M Hill Engineers, Inc. Fifth Addendum - Park Meadows Well Filtration Project Construction Engineering Services**
Author:	**Roger McClain, Public Utilities Engineering Manager** **Michelle De Haan, Water Quality and Treatment Manager**
Department:	**Public Utilities**
Date:	**February 2, 2017**
Type of Item:	**Administrative**

Summary Recommendation

Staff recommends Council authorize the City Manager to execute the Fifth Addendum for the Well Source Alternatives Assessment Professional Services Agreement (PSA) with CH2M Hill Engineers (CH2M), in a form approved by the City Attorney, for additional Park Meadows Well Filtration (Creekside Water Treatment Plant) design and construction engineering services for an increase to the current contract amount of $177,000.00 for a total contract amount not to exceed $656,671.00.

Executive Summary

The Creekside Water Treatment Plant project design has been completed by CH2M, the project has been publically bid, and staff has recommended award of a construction contract to City Council. Water staff will provide overall project management and general construction observation during the project. However, staff has identified specific construction related items that require support by the design engineer. To address these needs, staff, in conjunction with CH2M, has developed a scope of construction engineering services and requested a fee proposal from CH2M.

This Fifth Addendum to CH2M's Professional Services Agreement (PSA) addresses the identified construction and start-up services need. It is anticipated that this scope of services will serve to complete the project and provide a fully operable treatment facility which meets the requirements of City permits, Division of Drinking Water (DDW) construction plan approval, and the Compliance Agreement/Enforcement Order (CA/EO).

The Issue

To ensure that the Creekside Water Treatment Plant construction meets the requirements of the design and issued permits, specific engineering related services are required to support Water staff during the construction phase.

Acronyms and Abbreviations in this Report

The following acronyms and abbreviations have been used in this report:

CA/EO	Compliance Agreement/Enforcement Order
CH2M:	CH2M Hill Engineers, Inc.

City	Park City Municipal Corporation
CWTP	Creekside Water Treatment Plant
DDW:	Division of Drinking Water
PSA:	Professional Services Agreement

Background
Park City has performed a substantial evaluation and conducted subsequent discussions with Council regarding the need for the project, the project location, and the design process. A summary listing of key project related activities and, where applicable, associated links to material presented at City Council and Planning Commission meetings has been provided in the staff report to City Council for recommendation of award of a construction contract.

The summary provided below identifies key CH2M contract activities and, where applicable, provides associated links to material presented at City Council meetings:

- March 6, 2014, *Original CH2M PSA - Well Source Alternatives Assessment – City Council Meeting:*
  http://www.parkcity.org/Home/ShowDocument?id=12507
  To agree with the compliance order, Original Contract was executed at a cost of $56,566.00
- May 8, 2014, *CH2M PSA - First Addendum – City Manager Action*
  To agree with the City's revised project timeline, extended the terms of the original agreement at no additional cost to the contract.
- November 13, 2014, *CH2M PSA - Second Addendum - City Manager Action*
  To agree with City updated project timeline, extended the terms of the original agreement, contract time, at no additional cost to the contract.
- September 3, 2015, *CH2M PSA - Third Addendum – City Council Meeting*
  http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=2068&Inline=True
  To provide design services to add filtration to the Park Meadows Well treatment process in a new combined Park Meadows Well and Divide Well treatment building, amended the terms of the original agreement at an additional cost to the contract of $292,100.00.
- June 16, 2016, *CH2M PSA - Fourth Addendum – City Council Meeting*
  To provide supplemental design services to incorporate relocation and re-design of the building, associated site improvements design, and the incorporation of identified facility upgrades to address source reliability, security, and energy management issues, amended the terms of the original agreement at an additional cost to the contract of $131,005.00.
  http://parkcityut.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=2143&Inline=True

Proposed Supplemental Consultant Services
A summary of construction related post-design engineering services included in the proposed Fifth Addendum for the CH2M services is listed below:

- Provide contract document interpretation/clarification
- Review shop drawings, samples, and submittals

- Inspection/testing & observation of specific construction elements
- Provide operation and maintenance training on building and process components
- Provide start-up support services
- Prepare record drawings and Operation and Maintenance Manual

Staff has reviewed and negotiated the scope and associated fees contained in CH2M's services proposal. A summary of the scope of services and fee estimate is included as Exhibits A and B to the Staff Report.

The complete scope of services and fee structure will be included in the Fifth Addendum to the Well Source Alternatives Assessment PSA with CH2M for Park Meadows Well Filtration (Creekside Water Treatment Plant) design services.

Staff feels that the supplemental professional services and associated fees are usual and customary with construction services of this scope and is recommending authorization of the Fifth Addendum to the PSA.

Schedule

Upon contract execution the contractor will begin construction activities, anticipated to begin March 1, 2017 and the Creekside Water Treatment Plant (CWTP) is to be operational by November 15, 2017 which is consistent with the City's ability to meet the CA/EO completion schedule.

Project Management

The City's project manager will be Griff Lloyd and will be working under the guidance of the Public Utilities Engineering Manager and the Public Utilities Director.

Considerations Related to the Additional Engineering Services

This section provides pros and cons and next steps associated with the recommended addition to engineering services and increase in fees.

Pros

Enables completion of building and treatment process construction to meet plan approval and permitting requirements

Cons

Increases capital improvement project costs that could be utilized for other purposes

Consequences of not authorizing services:

The Park Meadows Well is an integral part of the City's existing water source portfolio and subsequent evaluations have determined that the best alternative to meet the City's water source demands, source redundancy, and strategic goals is to add filtration to the well. If these construction engineering services are not authorized, staff cannot complete the necessary engineering related tasks therefore the CA/EO submittal deadline date cannot be met and the well will need to be immediately removed from service until treatment improvements are completed.

Furthering the Goals of the General Plan

Through the General Plan, City Council has set as an objective to "Provide reliable public resources to ensure the health, welfare, and safety of residents and visitors" *(Objective 1.4 http://www.parkcity.org/home/showdocument?id=12388 page 99).* Additionally, City Council has established, through the strategic planning process and the Biennial Plans, the following Desired Outcomes:

- Enhanced water quality and high customer confidence
- Effective water conservation program
- Adequate and reliable water supply
  (http://www.parkcity.org/Home/ShowDocument?id=13028 page 1)

In pursuit of the need to maintain levels of service and meet City Council's goals for essential services, City Council has directed staff to provide treatment to meet potable water regulations for the Park Meadows Well in accordance with the CA/EO.

Department Review

This report has been reviewed by representatives of Public Utilities, City Attorney's Office, and the City Manager's Office. Comments have been integrated into this report.

Funding Source

The funding for the project is from water service fees and is part of the FY 17 budget and the approved 5-year CIP. The approved budget for this project was $3.0M, however with higher than expected bid prices and ongoing engineering, an additional $880K will be needed. Additional funds for this contract authorization will be made available by reallocating funds from the Quinns Junction Water Treatment Plant Project which is also within the Water CIP fund. The budget for the Quinns project was projected before design, and the CMGC process as well as value engineering have created a surplus for this project. Reallocating funds between the projects will not result in an increase of the overall Water Fund Budget or 5-year CIP

The following factors have contributed to Project bid costs exceeding initial project cost estimates and consequently the approved budget:

- Contractors have ample work and subsequently current pricing for projects have seen increases due to this bidding environment.
- During the Planning approval process, the Land Management Code required the building to be moved to location several hundred feet south of the originally proposed location. This resulted in additional project costs from supplemental design, additional building improvements (such as a roof extension/patio for Creekside Park users), and additional site, piping, and landscape improvements.
- In addition, to meet Council's Critical Priority Energy Goals (which were implemented after preliminary project budgeting), multiple energy solutions have been incorporated into the process and building design to maximize energy use reductions and implement renewables with a goal of achieving a Net Zero building.

Attachments

Attachment A	Park Meadows Well Filtration Project Construction Engineering Services - Scope of Services
Attachment B	Park Meadows Well Filtration Project Construction Engineering Services – Fee Summary

ATTACHMENT A
Park Meadows Well Filtration Project Construction Engineering Services - Scope of Services
CH2M Hill Engineers, Inc.

FIFTH ADDENDUM TO PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Exhibit A – Scope of Services

Park City Municipal Corporation

Engineering Services During Construction for the Park Meadows Well Filtration Project

This Scope of Work is the Fifth Addendum to the SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT (AGREEMENT) between Park City Municipal Corporation (PCMC or City) and CH2M HILL ENGINEERS, Inc. (ENGINEER or Service Provider). The work covered under this scope includes ENGINEER'S Services during Construction (SDC) for the Park Meadows Well Filtration Project ("Project").

Scope of Services

PCMC is proceeding with the construction of the Creekside Water Treatment Plant at the Park Meadows well to meet its designation as a Ground Water Under the Direct Influence of Surface Water (GWUDI).

The modifications are intended to meet compliance with the Utah Department of Environmental Quality (DEQ), Division of Drinking Water (DDW), requirements pertaining to treatment and the compliance timeframe.

The services to be provided are categorized into the following tasks and subtasks. Tasks 1 through 5 were included in the original and previous Addendum - Scope of Services. Task 6, Task 7, Task 8 and Task 9 will be added as part of this ADDENDUM.

Task 1—Project Setup and Project Management

No additional work associated with Task 1 will be required as part of this Addendum.

Task 2 – Alternatives Assessment

No additional work associated with Task 2 will be required as part of this Addendum.

Task 3 – Preliminary Design

No additional work associated with Task 3 will be required as part of this Addendum.

Task 4 – Final Design

No additional work associated with Task 4 will be required as part of this Addendum.

Task 5 – Allowance

No additional work associated with Task 5 will be required as part of this Addendum.

Task 6—Project Management During Construction

The purpose of this task is to provide for the continuation of overall management of Project activities through construction. A revised overall schedule and work plan will be implemented so that work activities are completed in a properly integrated and timely manner. In addition, this task includes those elements necessary to properly manage, lead, invoice, report, and control the Project.

- Status Reporting—Monitor budget, progress, and schedule. Monitor work efforts and evaluate actual versus planned progress. Supervise the Project team and identify actions needed to maintain the construction schedule. Changes in scope will be communicated to PCMC. Provide monthly progress reports to PCMC's project manager.
- Administration—Maintain Project records, manage and process Project communications, coordinate Project administrative matters, and prepare monthly invoice.
- Coordination—Coordinate tasks/subtasks with PCMC and project staff, to complete authorized work on schedule and within budget.
- Staff Management—Supervise and control activities of staff assigned to the Project. Coordinate and schedule appropriate staffing to meet Project requirements.
- Change Management Plan—Update change management plan that addresses the schedule and budget impacts of additional efforts required to complete the construction phase of the work on this Project. When necessary, this plan will be implemented to review with PCMC proposed additional work associated with engineering scope modifications, with authorization to proceed with the modifications after agreement by both parties as to the schedule and budget impacts.

Deliverables

- Progress Reports
- Invoices

Task 7 – Services During Bidding and Award

ENGINEER will provide services to assist PCMC in selection of a single Contractor for the construction of the project. These services will consist of the following.

7.1 Bid Period Information Requests

ENGINEER will review and respond to bidders' questions and requests for additional information. ENGINEER will provide technical interpretation of the contract bid documents and will prepare proposed responses to bidder's questions and requests, which may be in the form of addenda.

7.2 Addenda

ENGINEER will assist PCMC in the preparation of Addenda to the Bid Documents. Addenda shall be approved by PCMC. PCMC shall pay for the expenses of Addenda and be responsible for distribution to bidders.

Deliverables

- Written response to bidders' questions and requests for additional information.
- Three Addenda.

Task 8 – Services During Construction

ENGINEER will assist PCMC in administering the contract for construction and commencement of PCMC's use of the completed work. ENGINEER's services will include the following.

8.1 Changes

8.1.1 Coordinate Issuance of Changes: ENGINEER will assist PCMC with the issuance of changes to the contract for construction. Design and engineering services to prepare drawings, specifications and other information for Contractor initiated changes shall be considered as Additional Services, and shall entitle ENGINEER to additional compensation for the design services.

87.1.2 Review of Contractor's Response to Changes: ENGINEER will review the Contractor's response to the request for change and will obtain such further information as is necessary to evaluate the basis for the Contractor's proposal. ENGINEER will assist PCMC in the preparation of final change order documents for execution by PCMC and Contractor.

8.2 Interpretations of Contract Documents

8.2.1 Requests for Information: ENGINEER will review the Contractor's requests for information (RFI) or clarification of the contract for construction.

8.2.2 Proposed Substitutions: ENGINEER will assist PCMC in reviewing and responding to the Contractor's requests for substitution of materials and equipment.

8.3 Project Meetings

ENGINEER will attend and participate in weekly project meetings with the Contractor and PCMC to review and discuss the progress of the construction.

8.4 Design Team Visits

ENGINEER will coordinate visits to the site by the design team members, in conjunction with attendance at the weekly project meetings, to review the progress and quality of the work. The purpose of the visits will be to observe the general quality of the work at the time of the visit and review specific items of work that are brought to the attention of the design team members by the Contractor or PCMC. Attendance at weekly progress meetings will be at the request and as directed by PCMC. The basis for estimate is that the Engineer will be in attendance approximately three meetings per month.

The presence or duties of ENGINEER's personnel at a construction site, whether as onsite representatives or otherwise, do not make ENGINEER or ENGINEER's personnel in any way responsible for those duties that belong to PCMC and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents.

8.5 Inspection, Testing and Observation

PCMC will coordinate and contract separately with 3rd party to perform the specialty inspections and testing in accordance with the Contract Documents. ENGINEER will provide professional observation as required by the Contract Documents and the International Building Code (2015).

8.6 Shop Drawings, Samples and Submittals

8.6.1 Submittal Schedule: ENGINEER will review the Contractor's proposed shop drawing and submittal schedule, for compliance with shop drawings, samples and submittals required by the contract for construction, along with the anticipated dates for submission.

8.6.2 Review of Shop Drawings, Samples and Submittals: ENGINEER will review the Contractor's shop drawings, samples, and other submittals. PCMC will receive, log and track shop drawings, samples and submittals.

ENGINEER's review of shop drawings, samples and submittals shall be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review shall not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions. ENGINEER's scope of shop drawing review will be based upon the scope of work in the contract for construction and will include for a maximum of two submissions by the Contractor for each shop drawing, sample or submission. Should there be additional reviews required of ENGINEER and design team, ENGINEER shall be entitled to additional compensation.

8.7 Safety

ENGINEER will manage the health, safety and environmental activities of its staff to achieve compliance with applicable health and safety laws and regulations. ENGINEER will coordinate its health, safety and environmental program with the responsibilities for health, safety and environmental compliance specified in the contract for construction. ENGINEER is not responsible for health or safety precautions of construction workers or for the Contractor's compliance with the health and safety requirements in the contract for construction, or with federal, state, and local occupational safety and health laws and regulation.

ENGINEER and ENGINEER's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except ENGINEER's own personnel.

Deliverables

- Change Order documentation.
- Written responses to Contractor's questions and requests for additional information
- Submittal review comments.

Task 9 – Post-Construction Phase Services

ENGINEER will assist PCMC in closing out the contract for construction and commencement of PCMC's use of the completed work. ENGINEER's services will include the following.

9.1 Substantial and Final Completion

ENGINEER will assist PCMC with inspections at substantial and final completion, in accordance with the contract for construction. ENGINEER will prepare up to two (2) separate punch lists of items requiring completion or correction. ENGINEER will make recommendations to PCMC regarding acceptance of the work based upon the results of the final inspection.

9.2 Operations and Maintenance Procedures

ENGINEER will develop standard operating procedures (SOPs) describing the general operations and maintenance procedures for the main process systems and overall Project facility.

9.3 Operation and Maintenance Training

ENGINEER will provide supplemental instruction to PCMC's staff in the operation, maintenance and performance testing for the main process systems and the overall project facilities provided under this Project. This supplemental training will be in addition to manufacturer training and focus primarily on the overall process theory and interaction/interdependence of the individual systems.

9.4 Start-Up Support

ENGINEER will furnish assistance to PCMC in plant startup and initial plant operation to the extent to be mutually agreed upon by both parties. This assistance includes:

9.4.1 ENGINEER will assist PCMC in the preparation of a Start-up Plan to identify specific actions and related completion dates for startup and operation of the new facilities.

9.4.2 ENGINEER will assist PCMC in the development of standard operating procedures (SOPs) for the main process systems describing the general operations and maintenance procedures for the overall Project facility.

9.4.3 ENGINEER will assist PCMC during the initial startup of the facilities by assisting the operating personnel assigned by PCMC to confirm performance requirements, design setpoints and overall operational control.

9.4.4 ENGINEER will provide supplemental instruction to PCMC's staff in the operation, maintenance and testing of the overall project facilities provided under this Project.

9.5 As-Built Drawings

ENGINEER will revise the original design drawings to reflect available record information based on mark-ups from the Contractor. ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

Deliverables

- One copy of Substantial and final completion punch lists provided in electronic (pdf) format.
- One electronic (pdf) copy of the standard operating procedures will be submitted for PCMC review with one electronic (pdf) and three hard copies of the final version provided.
- One electronic copy (pdf) and three hard copies of As-Built Drawings will be provided to PCMC.

Additional Services

The services described below are not included in this Addendum, but can be performed if requested and approved by PCMC and ENGINEER. Time, scope, and fee have not been budgeted for the tasks listed hereunder. Authorization to proceed shall be in the form of an amendment to this Agreement specifying the work to be performed and the additional payment for such services rendered. The amendment, after execution by both parties, shall become a supplement to and a part of the AGREEMENT FOR PROFESSIONAL SERVICES.

- Services related to development of PCMC's project financing and/or budget.
- Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
- Services related to procurement or management of third party contractors for specialty testing and inspection.
- Services necessary due to the default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to PCMC's operation and use of the completed project other than as specifically

provided in the above scope of work.

- Services related to warranty claims, enforcement, and inspection.
- Services for the investigation and analysis of contractor claims; preparation of reports on contractor claims; provision of professional claims analysis services; participation in litigation or alternative dispute resolution of claims.
- Preparation for and serving as a witness in connection with any public or private hearing or other forum related to the project.
- Services supporting PCMC in public relations activities.
- Development, coordination, or participation in partnering programs.
- Value engineering or similar value analysis studies.
- Services for review and/or preparation of PCMC or Contractor proposed changes to the project.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by PCMC.
- Performing periodic labor evaluations and processing prevailing wage documentation.
- Any other services designated in this scope of services as additional services.

Assumptions

The following assumptions were used in developing this Addendum and estimated fee for ENGINEER's services:

- PCMC will provide to ENGINEER all data in PCMC's possession relating to ENGINEER's services on the Project. ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by PCMC.
- PCMC will make its facilities accessible to ENGINEER, as required for ENGINEER's performance of its services.
- PCMC will give prompt notice to ENGINEER whenever PCMC becomes aware of any development that affects the scope or timing of ENGINEER's services.
- PCMC will examine information submitted by ENGINEER and render in writing or otherwise provide decisions in a timely manner.
- PCMC will coordinate all meetings and communications with local agencies having jurisdiction as they relate to ENGINEER's work.
- The construction will be bid as a single general construction contract, with a fixed price.
- Up to three addenda will be issued.
- The contract for construction will be bid only once.
- The construction period will last 10 months beginning February, 2017.
- ENGINEER will attend one pre-construction meeting with PCMC, Contractor and other interested parties in PCMC's office or at the project site.
- Weekly construction progress meetings will be attended at the project site. ENGINEER will typically have one person attend each meeting.
- Up to 96 original submittals and 45 re-submittals will be reviewed with an average of 3 hours of review per submittal. This includes shop drawings, O&M submittals and samples. Submittal Review comments will be provided to PCMC in electronic (pdf) format.
- Up to 15 Requests for Interpretation/ Clarification (RFI/CCIR) will be reviewed and responded to. RFI and CCIR responses will be provided to PCMC in electronic (pdf) format.
- Up to 5 Change Orders will be prepared. Change Order documentation will be provided to PCMC in electronic (pdf) format.
- Up to 40 periodic field inspection trips of 3-hours each will be made by ENGINEER in conjunction with attendance at the weekly project meetings.

- PCMC will review and approve Contractor schedules and monthly pay requests.
- Any labor and expenses required to address construction claims, unforeseen subsurface considerations or additional construction requested by the Contractor or PCMC would be additional costs.
- Any claims resolution or litigation assistance requested of ENGINEER will constitute additional services.
- ENGINEER will develop Operations and Maintenance Procedures for the main process systems. One electronic (pdf) copy of the Operations and Maintenance Procedures will be submitted for PCMC review with one electronic (pdf) and three hard copies of the final version provided.
- ENGINEER will provide a total of up to 5 person-days of start-up assistance.

ATTACHMENT B
Park Meadows Well Filtration Project Construction Engineering Services – Fee Summary
CH2M Hill Engineers, Inc.

FIFTH ADDENDUM TO PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Exhibit B – Fee Summary

Park City Municipal Corporation

Engineering Services During Construction for the Park Meadows Well Filtration Project

EXHIBIT B-1:Fee Breakdown

Description	Current Contract Fee	Amendment Fee
Time and Materials: Task 1 Project Setup and Project Management	$ 10,900	$ 0
Time and Materials: Task 2 Alternatives Assessment	$56,566	$ 0
Time and Materials: Task 3 Conceptual Planning and Preliminary Design	$ 84,100	$ 0
Time and Materials: Task 4 Final Design	$ 288,105	$ 0
Time and Materials: Task 5 Allowance	$ 40,000	$ 0
Time and Materials: Task 6 Project Management During Construction	$ 0	$ 12,608
Time and Materials: Task 7 Services During Bidding and Award	$ 0	$ 10,180
Time and Materials: Task 8 Services During Construction	$ 0	$ 106,688
Time and Materials: Task 9 Post-Construction Phase Services	$ 0	$ 39,808
Total Consultant (including sub consultants) Labor, including mark-ups	*$ 467,671*	*$ 169,284*
Total Direct Costs, including mark-ups	*$ 12,000*	*$ 7,250*
TOTAL FEE	**$ 479,671**	**$ 176,534**

Note: Time and Materials based on EXHIBIT B-2

Exhibit B-2: Per Diem Rate Schedule and Direct Expenses

Functional Category	Personnel	Hourly Rate
Senior Program Manager		$298
Program Manager		$287
Principal Project Manager/Fellow Technologist	Paul Swaim	$256
Principal Project Manager/Principal Technologist	Gary Colgan	$241
Sr. Project Manager/Sr. Technologist	Joseph Zalla, Bill Wagner, Dan Peterson, Todd Elliott, Ted Price	$205
Project Manager/Engineer Specialist	Brock Emerson, Tim Petty, Geoff Kirsten, Mike Petersen, Gretchen Sage, Carl Osberg	$190
Associate Project Manager/ Project Engineer	Rebecca Venot, Toby Palin, Chris Williams, Chris Curtis	$159
Associate Engineer	John Reseigh, Nick Cavalleri	$138
Staff Engineer 2	Matt Little, Jamin McMurren	$123
Staff Engineer 1	Erinn Kunik, Jared Bauder, Emma McGowan, Mitch Skelton	$113
Engineering/Environmental Tech 5	Ellen Bancroft, Doug Sunseri	$144
Engineering/Environmental Tech 4	Chris Hoggard, Brett Clegg, Dale DalSoglio, Laurie Mc Call	$133
Engineering/Environmental Tech 3	Gale Burley, Leroy Walter	$118
Engineering/Environmental Tech 2	Sheri Miller, Phil Long	$97
Engineering/Environmental Tech 1	Candace Lavelle, Jim Pigman, Steve Bard, Kevin Bartlett, Craig Koehler	$77
Senior Office Administration		$105
Office/Clerical/Accounting	Grazyna Oleksiak, Emilee Edginton	$92

(1) Per diem rates include allowances for salary, payroll, taxes, fringe benefits, overhead, and profit, but do not include allowances for direct expenses.

(2) These rates are effective until December 31, 2017.

(3) Rate Schedule subject to annual revision to reflect current rates. Submittal of proposed ENGINEER rate schedule adjustments and associated contract impacts to occur 30 days minimum prior to each December 31 for review by the PCMC. PCMC authorized rate schedule adjustments to become effective the following January 1.

(4) Auto Mileage billed at Current IRS Rate. Auto Rentals, Other Travel, Equipment Rental, and Postage/ Freight billed at Actual Rate. Subcontractors and Outside Services Billed at Actual +10%.

Compensation

Compensation by PCMC to ENGINEER will be as follows:

Cost Reimbursable Per Diem (Time and Materials)

All items specifically included in this Scope of Services shall be on a Time and Materials basis in the amount not to exceed $176,534. All Time and Material work shall be at the Per Diem Rates referenced in Exhibit B-2, plus Direct Expenses, plus 10 percent of subcontracts and outside services.

Per Diem Rates

Per Diem Rates are those hourly rates that will be charged as described above on the Project by ENGINEER's employees of the indicated classifications. The Per Diem Rates for this Project are listed in Exhibit B-2. These rates are subject to revision for other projects and annual calendar year adjustments; include all allowances for salary, overheads and fees; but do not include allowances for Direct Expenses, subcontracts and outside services.

Direct Expenses

Direct Expenses are those necessary costs and charges incurred for the Project including, but not limited to: (1) the direct costs of transportation, meals and lodging, mail, and equipment and supplies; (2) ENGINEER's current standard rate charges for direct use of ENGINEER's vehicles, printing and reproduction services, and certain field equipment; and (3) ENGINEER's standard project charges for computing systems, special health and safety requirements of OSHA, and telecommunications services.

Fee Estimate

Park City Municipal Corporation - Amendment 5

Engineering Services during Construction for Creekside Water Treatment Plant Project

			Key Staff																Labor Hour & Fee Summary					
Task	Subtask	Task Description	Michael Brewer/SLC, Project Manager	Brock Emerson/SLC, Project Manager	Joseph Zalla/HNL, Process Engineer	Tim Petty/SLC, Design Manager	John Reseigh/BOI, Architect	Jared Bauder/BOI, Structural Engineer	Jamin McMurren/BOI, Building Mechanical Engineer	Chris Curtis/BOI, Electrical/I&C Engineer	Mitchell Skelton, Electrical Engineer	Erin Kunik/SLC, Staff Engineer	Chris Hoggard/SLC, PAL and Lead CAD Designer	Candace Levelle/CVO, Specifications Processor	Paul Swaim/DEN, Process/Mechanical QA/QC	Mike Petersen/SLC, HSSE Manager	Sandy Schut/SLC, Project Admin.	Amy Stapley/ASW, Project Accountant	Labor Hours	Direct Labor Costs	Travel Expenses	Other Expenses	Outside Services	Total
		2016 Billing Rate	$235.00	$185.00	$200.00	$185.00	$135.00	$110.00	$120.00	$155.00	$110.00	$110.00	$130.00	$75.00	$250.00	$185.00	$90.00	$90.00						
		2017 Billing Rate	$241.00	$190.00	$205.00	$190.00	$138.00	$113.00	$123.00	$159.00	$113.00	$113.00	$133.00	$77.00	$256.00	$190.00	$92.00	$92.00						
Task 1 - Project Management			**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Task 2 - Alternatives Assessment			**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Task 3 - Conceptual Planning and Preliminary Design			**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Task 4 - Final Design			**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Task 5 - Allowance			**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Task 6 - Project Management During Construction			**60**	**0**	**40**	**40**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**8**	**4**	**4**	**20**	**68**	**12,608**	**0**	**0**	**0**	**12,608**
	Subtask	6.1 Project Management	40														4	20	64	$ 11,848.00				$ 11,848.00
	Subtask	6.2 Project Controls																	0	$ -				$ -
	Subtask	6.3 Document Controls																	0	$ -				$ -
	Subtask	6.4 Project Close-Out																	0	$ -				$ -
	Subtask	6.5 Quality Assurance/Control																	0	$ -				$ -
	Subtask	6.6 HSSE														4			4	$ 760.00				$ 760.00
Task 7 - Services During Bidding and Award			**12**	**4**	**11**	**4**	**0**	**0**	**0**	**6**	**5**	**0**	**10**	**12**	**0**	**0**	**0**	**0**	**64**	**$ 10,180.00**	**$ -**	**$ -**	**$ -**	**$ 10,180.00**
	Subtask	7.1 Bid Period Information Requests		4	6					4	3								17	$ 2,890.00				$ 2,890.00
	Subtask	7.2 Addenda	12		5	4				2	2		10	12					47	$ 7,290.00				$ 7,290.00
Task 8 - Services During Construction			**16**	**0**	**92**	**156**	**84**	**56**	**76**	**64**	**56**	**80**	**0**	**0**	**0**	**8**	**0**	**0**	**688**	**$ 106,688.00**	**$ 6,050.00**	**$ -**	**$ -**	**$ 112,738.00**
	Subtask	8.1 Changes			8	8	8	8	8		8								48	$ 7,056.00				$ 7,056.00
	Subtask	8.2 Interpretations of Contract Documents			8	8	8	8	8		8								48	$ 7,056.00				$ 7,056.00
	Subtask	8.3 Project Meetings				40													40	$ 7,600.00	$ 1,800.00			$ 9,400.00
	Subtask	8.4 Design Team Visits			16	40	8			24									88	$ 15,800.00	$ 3,800.00			$ 19,600.00
	Subtask	8.5 Inspection, Testing and Observation				40													40	$ 7,600.00	$ 450.00			$ 8,050.00
	Subtask	8.6 Shop Drawings, Samples and Submittals	16		60	20	60	40	60	40	40	80							416	$ 60,056.00				$ 60,056.00
	Subtask	8.7 Safety														8			8	$ 1,520.00				$ 1,520.00
Task 9 - Post-Construction Phase Services			**0**	**0**	**88**	**24**	**0**	**0**	**0**	**0**	**0**	**40**	**80**	**0**	**8**	**0**	**0**	**0**	**240**	**$ 39,808.00**	**$ 750.00**	**$ 450.00**	**$ -**	**$ 41,008.00**
	Subtask	9.1 Substantial and Final Completion			16	24													40	$ 7,840.00	$ 250.00			$ 8,090.00
	Subtask	9.2 Operations and Maintenance Procedures			24							40							64	$ 9,440.00				$ 9,440.00
	Subtask	9.3 Operation and Maintenance Training			8										8				16	$ 3,688.00	$ 50.00	$ 150.00		$ 3,888.00
	Subtask	9.4 Start-Up Support			40														40	$ 8,200.00	$ 450.00			$ 8,650.00
	Subtask	9.5 As-Built Drawings											80						80	$ 10,640.00		$300.00		$ 10,940.00
Totals			**88**	**4**	**231**	**224**	**84**	**56**	**76**	**70**	**61**	**120**	**90**	**12**	**16**	**12**	**4**	**20**	**1,060**	**169,284**	**6,800**	**450**	**0**	**176,534**

DATE: February 2, 2017

TO HONORABLE MAYOR AND COUNCIL

Intermountain Healthcare (IHC) has a housing obligation balance of 10.82 Affordable Unit Equivalents (AUEs) from the original Annexation Agreement. IHC received approval from Park City Housing Authority on June 4 of 2015 to fulfill 12.5 AUEs of their prior balance through a 50-year lease on property to build a new shelter and transitional housing facility.

In a Housing Authority meeting on December 2, 2016, IHC requested that a donation to Peace House be accepted as a payment in lieu for a portion of the AUEs outstanding. Although the number of units changed by one unit (from 21 units to 22 units) since early estimates, the overall square footage in Peace House's final designs increased by 5,656 SF which is equal to 7.07 AUEs. The in lieu payment of $142,465 per AUE resulting in a net donation proposed of $1,007,206.34 was based on former and current in lieu calculation methodology.

Council, in its role as Park City Housing Authority, has the authority to approve Housing Mitigation Plans for housing obligations resulting from MPDs and Annexation Agreements.

It was not due to lack of support for Peace House, but staff recommended that IHC's proposal be denied. In fact, staff fully supports their mission which fulfills a critical need in the community. Staff's recommendation was purely in support of Council's affordable housing goal and the critical need for workforce housing. Every opportunity for adding to the affordable unit inventory is essential to meeting Council's goal to add 800 units by 2026.

After an extensive and sometimes difficult discussion, City Council decided that they did not want to deny the proposal, however they also did not want to approve the full amount. Council requested that staff work with IHC and Peace House to come to a compromise and return with a modified proposal.

IHC, Peace House and staff met and negotiated a compromise by reducing the total increased square footage from 5,656 to 3,200 which equals 4 AUEs at 800 SF per AUE. IHC also agreed to base their donation on an increased in lieu calculation. Staff and Council are preparing to increase the in lieu fee to one that more accurately reflects current construction costs including land, development and soft costs. The initial projection was $229,500 per AUE (900/SF) or $255 per square foot, which is a 61% increase over the current $142,465 per AUE. At this cost, IHC's donation in the revised proposal comes to $816,000.

Also, the figure of $229,500 was staff's initial proposal, however, on February 16, 2017 staff is proposing an even higher rate of $336,600 per AUE based on current affordable housing development costs.

Respectfully:

Michelle Kellogg, City Recorder

Housing Authority
Staff Report

Subject:	**Revised Request to Amend Affordable Housing Mitigation Plan for the Medical Campus at Park City Medical Center**
Author:	**Rhoda Stauffer**
Department:	**Community Development**
Date:	**February 2, 2017**
Type of Item:	**Hybrid: Policy/Administrative**

Summary Recommendation

Staff recommends that the Housing Authority conduct a public hearing and discuss a revised request to amend the approved Affordable Housing Mitigation Plan proposed by Intermountain Healthcare ("Applicant") for the housing obligation resulting from the Annexation Agreement recorded on January 23, 2007. Staff recommends approval of the proposal. Approval is contingent upon Peace House building the associated space as presented.

Executive Summary

Intermountain Healthcare (IHC) has a housing obligation balance of 10.82 Affordable Unit Equivalents (AUEs) from the original Annexation Agreement. IHC received approval from Park City Housing Authority on June 4 of 2015 to fulfill 12.5 AUEs of their prior balance through a 50-year lease on property to build a new shelter and transitional housing facility.

In a Housing Authority meeting on December 2, 2016, IHC requested that a donation to Peace House be accepted as a payment in lieu for a portion of the AUEs outstanding. Although the number of units changed by one unit (from 21 units to 22 units) since early estimates, the overall square footage in Peace House's final designs increased by 5,656 SF which is equal to 7.07 AUEs. The in lieu payment of $142,465 per AUE resulting in a net donation proposed of $1,007,206.34 was based on former and current in lieu calculation methodology.

Council, in its role as Park City Housing Authority, has the authority to approve Housing Mitigation Plans for housing obligations resulting from MPDs and Annexation Agreements.

It was not due to lack of support for Peace House, but staff recommended that IHC's proposal be denied. In fact, staff fully supports their mission which fulfills a critical need in the community. Staff's recommendation was purely in support of Council's affordable housing goal and the critical need for workforce housing. Every opportunity for adding to the affordable unit inventory is essential to meeting Council's goal to add 800 units by 2026.

After an extensive and sometimes difficult discussion, City Council decided that they did not want to deny the proposal, however they also did not want to approve the full amount. Council requested that staff work with IHC and Peace House to come to a compromise and return with a modified proposal.

IHC, Peace House and staff met and negotiated a compromise by reducing the total increased square footage from 5,656 to 3,200 which equals 4 AUEs at 800 SF per AUE. IHC also agreed to base their donation on an increased in lieu calculation. Staff and Council are preparing to increase the in lieu fee to one that more accurately reflects current construction costs including land, development and soft costs. The initial projection was $229,500 per AUE (900/SF) or $255 per square foot, which is a 61% increase over the current $142,465 per AUE. At this cost, IHC's donation in the revised proposal comes to $816,000.

Also, the figure of $229,500 was staff's initial proposal, however, on February 16, 2017 staff is proposing an even higher rate of $336,600 per AUE based on current affordable housing development costs.

Acronyms

AUE	Affordable Unit Equivalent. In Housing Resolution 17-99 which governs the MPD for the Applicant's Park City Medical Campus, one AUE is the equivalent of an 800 SF 2-bedroom unit. In subsequent Housing Resolutions, the SF was upgraded to 900.
IHC	Intermountain Healthcare
MPD	Master Planned Development
SF	Square Feet
USSA	United States Ski and Snowboard Association

The Problem

The issue at hand is that IHC has been allowed to defer indefinitely or satisfy through a land lease 29.04 AUEs, or the equivalent of between 12 and 30 housing units depending on the size of the unit. Although 44.78 AUEs will eventually be fulfilled at Park City Heights and 5.83 AUEs will be fulfilled by Physician's Holding, Park City's housing resolution and goals are in support of the remaining 10.82 AUEs being fulfilled by building affordable housing units that will be made available to people working in Park City.

Staff and Council are also in support of Peace House and the success of their campaign to build a new and much larger facility, providing both shelter and transitional housing units which will provide housing for up to three years.

Staff is in support of reducing the original proposed AUE credit from the initial proposal of 7 to 4 which will leave a balance of 6.82 AUEs to be provided by the year 2025 when the remaining IHC PC Medical campus build-out is projected to be completed.

Background

As a result of an Annexation Agreement recorded as document # 00802748, book 1843, page 0348 in the Summit County Recorder's office on January 23, 2007, the Applicant incurred a housing obligation totaling to 66.85 AUEs. To date, eight of 28 homes (equal to 44.78 AUEs) are in progress at the Park City Heights development.

On June 4, 2015, the Housing Authority approved the fulfillment of an additional 12.5 AUEs through a 40-year lease of land (with two possible 5-year extensions) to Peace House at the cost of one dollar annually. If the Peace House facility ever ceases to operate as intended, IHC will have to replace these units in another manner. The June 4, 2015 staff report is linked here. The land is being used for the construction of a new shelter and transitional housing facility that will help to stabilize and find permanent housing for households fleeing domestic violence.

The reduction in the original increased square footage calculation came about by removing the spaces that could be considered redundant. One such space was the shared dining area for transitional housing residents who also had their own kitchens within their units. A second was extra storage space originally planned for shelter clients but in subsequent plans was redesigned as a "shopping" boutique for all clients to access clothing and personal necessities in a dignified manner while still free of charge. The third change was to reduce the employee housing units from larger 2-bedroom units to 800 square feet each. These changes amounted to a reduction of just over 2,400 SF.

Alternatives for City Council to Consider

1. **Alternative 1 - Recommended Alternative:** Approve the revised proposal to allow IHC to make a donation to Peace House that is equal to an in lieu payment of $255 per SF for 4 AUEs or 3,200 SF totaling to $816,000. This approval is contingent upon Peace House building the associated space as presented.

   Pros
   a. A cash donation to Peace House provides support for an important service to the community.
   b. The balance of 6.82 AUEs will be provided as housing for Park City's workforce by 2025.

   Cons
   a. The AUEs provided by Peace House will not house employees commuting into Park City on a daily basis.

   Consequences of Selecting This Alternative

Choosing this alternative provides a '*win, win, win'* for IHC, Peace House and the City. It ensures that Peace House can move forward on the construction of their new facility and meet Summit County deadlines in order to access additional funding. It also initiates an opportunity to discuss ways for IHC to more directly meet the housing needs of the employees generated by their medical campus in the final AUEs that must be provided in conjunction with their build-out plans by 2025.

2. **Alternative 2:** Council may choose to modify the figure.

   Pros

   a. If the cash donation is reduced (and thus the AUE equivalent), a greater number of AUEs will provide additional housing for Park City's workforce by 2025.
   b. No matter the change – less or more – an important community service will receive financial support.

   Cons

   a. If the cash donation is increased (and thus the AUE equivalent), a smaller AUE balance will remain for additional housing for Park City's workforce by 2025.

3. **Null Alternative:** Doing nothing will require that IHC return with an alternative proposal for satisfying their remaining housing obligations.

Analysis

As a result of an Annexation Agreement, IHC incurred a housing obligation totaling to 90.47 AUEs of which 22.37 were either transferred to a sub-contractor or deferred as follows:

- 10.71 were deferred for USSA facility and only if the USSA facility ceases its use as a nonprofit program for Olympic athletes, will be reinstated as a housing obligation;
- 5.83 were deferred for the Peoples' Health Clinic/Summit County Health Department facility and only if the building is no longer houses these two nonprofit programs, will be reinstated as a housing obligation; and
- 5.83 were an obligation channeled to Physicians Holdings, a medical practice and are also still to be fulfilled.

An agreement with Ivory Homes will produce 28 townhomes that will fulfill another 44.78 AUEs. To date, eight of those have been built and sales have begun. The remaining twenty townhomes are scheduled for construction over the next four years.

The IHC housing obligation and how the units are being fulfilled are illustrated in the table below:

IHC Housing Obligation numbers	AUEs
1. Hospital (300,000 sf)	44.78
2. USSA (85,000 sf)	10.71
3. Support Medical (150,000 sf)	34.98
	90.47
Reductions/Waivers/Deferrals	
Deferral of USSA obligation (community benefit)	10.71
Deferral to SC for Health Building (community benefit)	5.83
Transfer to Physician's Holding (still outstanding)	5.83
	22.37
Balance of IHC Housing Obligation	**68.1**
Fulfillment Strategies	
Park City Heights (28 townhomes)	44.78
Peace House new transitional housing and shelter facility	12.50
Total proposed	57.28
Balance owed after fulfillment strategies	**10.82**

The details of the compromise proposal are as follows:

1. Square footage was reduced by subtracting: 617 SF for the shared dining hall in the transitional housing wing; 254 SF from the employee units; and 1,587 SF from storage and pantry space that was reconfigured. See the table below for details.

Peace Housing New Facility Square Footage	Original	Updated	Compromise
Transitional & Shelter units (2nd Floor)	17,200	21,917	21,300
Employee Units (2nd Floor)	800	2,334	2,080
Residential support (1st Floor)			
Laundry	N/A	219	219
Closet & Storage	N/A	287	-
Pantry & Storage	N/A	1300	-
Total applicable AUE Square footage	**18,000**	**26,057**	**23,599**
divided by 800 - per AUE	22.50	32.57	29.50
Less county obligation	-10	-10	-10
Less DV AUE	N/A	-3	-3
Less IHC July 2015 approval	N/A	-12.5	-12.5
Balance AUE	**12.50**	**7.07**	**4.00**

2. IHC agreed to pay a higher in lieu rate based on City Council's approval in August of 2016 of a new calculation rate to better match the cost of affordable housing development. Although the discussion and new rate have not been finalized, based on the August 4, 2016 Council Work Session, IHC agreed to pay $255 per SF which comes to $816,000 for 4 AUEs.

In the intervening time between negotiation of the compromise and submission of this report and in a completely different context, staff determined that the proposed new in lieu fee calculation (totaling to $229,500 for one 900 SF AUE) still did not reflect the true cost to realize (buy or build) a unit in Park City. The new proposal is that the calculation of in-lieu fee be based on actual cost for city-sponsored projects – construction, development, soft costs and land. Therefore, in the February 16 Council meeting, amendments to Housing Resolution 13-15 will be reviewed including an in-lieu fee of $336,600 per 900 SF AUE. Staff does not recommend applying this new higher in-lieu fee here, rather honoring the results of the negotiated compromise.

Approval is contingent on Peace House building the associated space as presented.

How this work furthers the goals of the General Plan

Goal seven of the General Plan states "Create a diversity of primary housing opportunities to address the changing needs of residents" and goal eight states: "increase affordable housing opportunities and associated services for the workforce of Park City" (pages 70-77 of Section on Sense of Community). All efforts and issues identified here are to increase the number of units affordable to members of Park City's workforce. General Plan objectives that are addressed by this work include:

- 7A - Increase diversity of housing stock to fill void within housing inventory.
- 8A - Provide increased housing opportunities that are affordable to a wide range of income levels.

Department Review

The following Departments have reviewed this Staff Report: Community Development, City Attorney and Executive.

Funding Source

There is no funding source needed for this item.

Attachments

Exhibit A: Revised proposal from IHC to amend their approved Affordable Housing Mitigation Plan

PARK CITY MEDICAL CENTER
MEDICAL CAMPUS

HOUSING MITIGATION PLAN
PARK CITY HOUSING AUTHORITY
REVISED 1st AMENDMENT

JANUARY 18, 2017

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. 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.

Intermountain has an obligation of 10.82 units of affordable housing remaining.

1st Amendment to the Housing Mitigation Plan

During the design of the Peace House, their team has increased the size of the project, and included additional elements that could qualify as affordable housing. A 1st amendment to the Housing Mitigation Plan was submitted by Intermountain in October 2106 to satisfy part of this remaining obligation by providing funding to Peace House to build additional space.

The submitted amendment proposed that additional space in Peace House could qualify as 7.07 units of affordable housing. Intermountain Healthcare proposed to provide $1,007,206.34 (7.07 units at $142,462 per unit) of funding to Peace House. This funding is contingent on the Park City Housing Authority's approval of this proposal.

When the Park City Housing Authority consider the 1st amendment in December 2016 there were concerns that Intermountain was not providing actual units for Intermountian employees, and therefore the amendment should not be approved. After the public hearing and Housing Authority deliberations, Intermountain was asked to continue the amendment and work with Peace House and city staff to develop a proposal with fewer AHUs, and a higher payment to Peace House per unit to reflect current construction costs. Intermountain agreed to continue the consideration of the 1st amended housing mitigation plan.

Subsequent discussions between Intermountain, Peace House and city staff have led to this revised proposal. Intermountain requests that 2 AHUs be credited, based on 2 new employee housing units (1,600 square feet) being added to the Peace House project, and an additional 2 AHUs be credited for 1,600 additional square feet of transitional housing being in the current plan. Intermountain agrees to fund these additions at $255 per square foot, or $204,000 per AHU. In exchange for the city approving this request for 4 AHUs Intermountain will provide funding to Peace House of $816,000.

Intermountain believes this revised proposal is a good one since it addresses the Housing Authority's concerns about the number of additional AHUs provided to Peace House, and addresses Peace House's concerns about getting adequate funding to pay for the additional affordable housing units. This revised 1st amendment also respects the Intermountain Board's position that Intermountain is a not-for-profit healthcare company, not a home builder.

Future Affordable Housing

If this revised proposal is approved then Intermountain will have a remaining affordable housing obligation of 6.82 affordable housing units, which is tied to the full build out phase of the campus after 2025. Intermountain would look to partner with the city or other private developers to provide these units closer to the time Intermountain plans to request a CUP for the full build out space.