PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JANUARY 7, 2010

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, January 7, 2010.

Closed Session
3:00 p.m. Property and litigation

Work Session

3:40 p.m.	Council questions/comments	
3:50 p.m.	Quarterly goal update	P. 8 - 18
4:10 p.m.	Lower Park Avenue RDA	P. 19 - 42
4:50 p.m.	Senior needs assessment	P. 43 - 49
5:20 p.m.	Non-discrimination ordinance	P. 50 - 53
5:50 p.m.	Break	

Swearing-in Ceremony:
6:00 p.m.
The Honorable Dana Williams, Alex Butwinski and Cindy Matsumoto

- Oath of Office administered by The Honorable Shauna L. Kerr, Justice Court Judge

Regular Meeting

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV WORK SESSION NOTES AND MINUTES OF MEETINGS OF DECEMBER 10 AND DECEMBER 17, 2009 P. 54 - 71

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

1. Consideration of a Resolution authorizing the issuance and sale of up to $13,000,000 aggregate principal amount of water revenue bonds of the City; fixing certain maximum terms for the Bonds; and providing for related matters P. 75 - 87

2. Consideration of a Service Provider Agreement with Alliance Engineering for the Holiday Ranch Loop Road Pathway Project in the amount of $85,500, in a form approved by the City Attorney P. 88 - 105

3. Consideration of a Resolution establishing a regular meeting date, time, and location for meetings of the City Council of Park City, Utah for 2010 P. 106 - 108

VI RESIGNATIONS AND APPOINTMENTS

1. Consideration of the appointment of Mayor Pro Tem and Alternate Mayor Pro Tem P. 106 - 107

2. Consideration of a the appointment of two members to the Employee Transfer and Discharge Appeals Board and a member as the Alternate P. 112 - 113

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

1. Consideration of Ordinance approving the VMCS Plat Amendment located at 3615 Sun Ridge Drive, Park City, Utah
   (a) Public hearing
   (b) **Motion to continue to January 14, 2010**

2. Consideration of an Ordinance approving a plat amendment for 1440 Empire Avenue, Park City, Utah
   (a) Public hearing
   (b) **Motion to continue to January 28, 2010**

3. Consideration of an Ordinance approving The Hotel Park City Amended Condominium Record of Survey, located at 2001 Park Avenue, Park City, Utah
   (a) Public hearing P. 114 - 127
   (b) Action

4. Consideration of an Ordinance approving the First Amended Black Bear Condominium Record of Survey Plat, located at 7447 Royal Street, Park City, Utah
   (a) Public hearing P. 128 - 134
   (b) Action

5. Consideration of an Ordinance approving the Parkwood Place Amended Condominium Record of Survey Plat, located at 801-817 Park Avenue and 804-816 Woodside Avenue, Park City, Utah P. 135 - 152
   (a) Public hearing
   (b) Action

6. Consideration of an amendment to the deed restrictions for Silver Meadows and 1465 Park Avenue Condominiums P. 153 - 154

7. Consideration of an Agreement with Jordanelle Special Services District to purchase a water right of 1000 acre feet of water in an amount of $12,830,335 P. 155 - 174

VIII ADJOURNMENT

The Park City Water Service District, Redevelopment Agency and Municipal Building Authority will convene to approve Resolutions adopting regular meeting dates for 2010.

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 available in Marsac Building on Wednesdays and Thursdays – 4 p.m. to 9 p.m.

Posted: 01/04/10
See www.parkcity.org

PARK CITY REDEVELOPMENT AGENCY
SUMMIT COUNTY, UTAH
JANUARY 7, 2010

I ROLL CALL

II PUBLIC INPUT

III MINUTES OF MEETING OF JUNE 18, 2009 P. 72

IV CONSENT AGENDA

Consideration of a Resolution establishing a regular meeting date, time, and location for 2010 meetings and appointing officers of the Board of Directors of the Park City Redevelopment Agency
P. 109

V ADJOURNMENT

Posted: 01/04/10
See www.parkcity.org

PARK CITY MUNICIPAL BUILDING AUTHORITY
SUMMIT COUNTY, UTAH
JANUARY 7, 2010

I ROLL CALL

II PUBLIC INPUT

III MINUTES OF MEETING OF JUNE 18, 2009 P. 73

IV CONSENT AGENDA

Consideration of a Resolution establishing a regular meeting date, time, and location for 2010 meetings and appointing officers of the Board of Directors of the Park City Municipal Building Authority

P. 110

V ADJOURNMENT

Posted: 01/04/10
See www.parkcity.org

PARK CITY WATER SERVICE DISTRICT MEETING
SUMMIT COUNTY, UTAH
JANUARY 7, 2010

I ROLL CALL

II PUBLIC INPUT

III MINUTES OF MEETING OF JANUARY 8, 2009 P. 74

IV NEW BUSINESS

Consideration of a Resolution establishing a regular meeting date, time, and location for 2010 meetings and appointing officers of the Board of Directors of the Park City Water Service District P. 111

V ADJOURNMENT

Posted: 01/04/10
See www.parkcity.org

PARK CITY COUNCIL VISIONING SESSION
SUMMIT COUNTY, UTAH
JANUARY 11 - 12, 2010

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will conduct its annual Visioning Session on Monday, January 11 and Tuesday, January 12, 2010 at the Park City Police Facility, 2060 Park Avenue. No formal action is taken.

Posted: 01/04/10
See www.parkcity.org

MEMO

Executive Department

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Tel 435.615.5180
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www.parkcity.org

To: City Council
From: Tom Bakaly, City Manager
Subject: 4th Quarter (Oct - Dec 2009)
Date: January 7, 2010

On January 7, 2010 we have scheduled time in work session for City Council to review goals and action items.

We continue to tentatively add new action items to your goal status report based upon individual input from Council members, the Mayor and Staff. Those items are in bold and need to be affirmed by Council. At Council's Visioning next week we will discuss any further changes to the report.

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

2009 Park City Goals & Targets for Action (October - December 2009)

Top Priority

Goal 1 Quality and Quantity of Water - Dana Williams and Candace Erickson; Alternate, Jim Hier

Target for Action / Actions / Staff Coordinator	Initial Target Date	Revised Target Date	Status
1. Pipeline Preferred Project Agreements - Kathy Lundborg			
Determine a preferred project with Weber Basin and Bureau of Reclamation			
1. Quinn's Treatment Plant - begin design	**Dec-08**		**In Progress**
2. Design of Pipeline Improvements	Jan-07	**Sep-09**	**Complete**
3. Pipeline Construction - **Incremental Process - First Two Sections in progress**	Apr-09	**Mar-10**	**In Progress**
4. Quinn's Treatment Plant - Begin Construction	**Sep-09**	**Apr-10**	**Pending**
2. Judge Water Treatment Plants - Kathy Lundborg			
1. PCMC conceptual design for treatment at proposed Quinn's water treatment plant		**Aug-09**	**Complete**
2. NPDES Permit	Sep-05	**Feb-10**	Pending
3. Determine Scope and Timing for Plant Design and Construction **(Evalulating alternatives due to antimony level increases)**	Aug-04	**Feb-10**	Pending
4. Judge delivery system to Quinn's Water Treatment Plant construction	Apr-06	**Dec-10**	Pending
3. Other Water Solutions - Supply Options/Conservation - Kathy Lundborg			
1. Summit County, Snyderville Basin Water Reclamation District Cooperation Discussions/Stream Flow Enhancements	Annual		Ongoing
2. JSSD Water Discussions	Annual		Ongoing
3. Water Demand Reduction Plan - Review landscaping requirements/limits		Jun-09	**Complete**
4. Supply/Demand Update to City Council		**Feb-10**	Pending
4. Water Funding Strategy - Kathy Lundborg			
1. Pursue future appropriations and authorizations	Annual		Ongoing

Top Priority

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

Target for Action / Actions / Staff Coordinator	Initial Target Date	Revised Target Date	Status
1. Old Town Improvements - Jonathan Weidenhamer and Dave Gustafson			
Downtown Projects			
1. Pocket Park/Historical Wall Renovation			
●**Council direction of Scope**	**Jan-09**	**Aug-09**	**Complete**
●**RFP for Design**	**Aug-09**	**Jan-10**	**Pending**
●**Construction complete**	**Oct-10**	**Oct-11**	**Pending**
2. Marsac Building			
●Construction complete	Oct-08	**Aug-09**	**Complete**
3. Town Plaza/Swede Alley	**Oct-12**		**In Progress**
4. Last Phase of Downtown Improvements (streetscape, sidewalks, pedestrian connections, etc.)	**Ongoing**		**Ongoing**
2. Affordable Housing - Phyllis Robinson			
1. Affordable Housing Resolultion Update	**Jul-09**	**Feb-10**	**In Progress**
2. Snow Creek Affordable Housing			
●**Establish selection criteria, pricing and deed restrictions**	**Jul-09**	**Sep-09**	**Complete**
●Completion in **2010**	**Jul-09**	**May-10**	**In Progress**
3. Monitor Developer Obligations **& Compliance**	Ongoing		Ongoing
3. Trash and Recycling - Jerry Gibbs			
1. **Discussion** on recycling facility relocation		**Jan-10**	Pending
2. Support HMBA Recycling Program Efforts (recycling contract completed)	**Ongoing**		**In Progress**
4. Environmental Initiatives - Diane Foster			
1. Update to Environmental Strategic Plan	**Aug-09**		**Bi-Annual/Completed**
2. Explore mandatory green building initiatives - **not a current Council priority per Council Visioning 2009**			
3. Develop Municipal Department Level CO2 Emission Reduction Plans	**Nov-08**	**Dec-09**	**Complete**
4. Inventory CO2 emissions **and water consumption** from entire PC community	Dec-08	**Mar-09**	**Complete**
5. Wind Resource measurement at Quinn's Junction	Apr-09	**Aug-09**	**Complete**
6. Install solar panels at Park City Ice Arena	May-09	**Aug-09**	**Complete**
7. Develop and Implement community CO2 emission and water consumption reduction program in conjunction with partners	**Aug-09**	**Oct-09**	**In Progress**
8. Develop employee carpool campaign		**Jan-10**	In Progress
9. Rocky Mountain Energy Grant Use	Jun-07	**Oct-09**	**Complete**

Target for Action / Actions / Staff Coordinator	Initial Target Date	Revised Target Date	Status
10. Implement general municipal building efficiency measures	Apr-09	**Jan-10**	**Complete**
11. Energy audits of Council member homes	Oct-08	**Jun-10**	In Progress
12. Information on Idling Ordinance	Oct-09	**Oct-09**	**Complete**
5. Historic Preservation - Thomas Eddington			
1. Develop Landmark/Significant Status Inventory	Ongoing	**Jan-09**	**Complete**
2. Amend LMC as needed; including Steep Slope		**Apr-09**	**Complete**
3. Historic District Guideline Revisions	Oct-08	**Jul-09**	**Complete**
6. Senior Issues - Phyllis Robinson			
1. Assessment of senior service needs	**Sep-09**	**Dec-09**	**Complete**
2. Housing Demand Market Analysis	**Jul-09**	**Feb-10**	**In Progress**
7. Staffing Plan for Sustainable Vision and Implementation			
1. Revise self-managed teams work plan to frame policy direction and implement Council Goals	Ongoing		Ongoing
8. Park City Heights Task Force and Annexation - Thomas Eddington			
1. Annexation - City Council Determination		**Apr-10**	**In Progress**
2. Master Planned Development (MPD) for site	**Jul-09**	**Apr-10**	**Pending**
9. Emergency Transitional Needs (Peace House) - Phyllis Robinson			
1.Technical Assistance Resources	**Oct-08**	**May-09**	**Complete**
10. Lower Park Avenue Property Master Plan (Park Ave/Woodside Ave) - Jonathan Weidenhamer, Thomas Eddington			
1. Preliminary internal fact finding and research	Oct-08	**May-09**	**Complete**
2. Council direction on scope of planning effort (initial)	**Jun-09**		**Complete**
3. Identify potential components and tax increment	**Jul-09**	**Feb-10**	**In Progress**
4. RFP for Master Plan	**Jul-09**	**Jun-10**	**In Progress**
5. Extend Revelopment Agency	**Sep-09**	**Jun-10**	**In Progress**
11. General Plan Update - Thomas Eddington			
1. Staff to prepare timeline, scope of work and budget impact analysis	Dec-09	**Jan-10**	**Complete**
2. Staff to begin data collection, analysis, meetings with PC, recommendations and complete plan preparation	**Dec-11**		**In Progress**

2009 Park City Goals & Targets for Action (October - December 2009)

Top Priority

Goal 3 Effective Transportation and Parking System - Jim Hier and Roger Harlan; Alternate, Liza Simpson

Target for Action / Actions / Staff Coordinator	Initial Target Date	Revised Target Date	Status
1. Neigbhorhood Traffic Management - Kent Cashel			
See Attached Neigbhorhood Traffic Management Summary Report			
2. Regional Transportation - Kent Cashel			
1. Enhance Transit Marketing	Annual		Ongoing
2. Implement employee **van**pool incentive program	Annual		Ongoing
3. Regional/Rural Transporation Issues - COG	Ongoing		Ongoing
4. Iron Horse Expansion			
•Joint Meeting with County	**Jul-09**		**Completed**
•CUP Approval by Planning Commission	**Jul-09**		**Completed**
•Begin Construction	**Nov-09**	**Mar-10**	
•Construction Complete	**Dec-10**	**Dec-11**	
3. Transportation Strategic Plan - Kent Cashel			
1. Annual Progress Report to City Council	Annual		Annual
2. Implement Transportation Plan Strategies	Ongoing		Ongoing
3. Implement Task Force Recommendations	Sep-07		Ongoing
4. Increase Bio-Fuel Mix - **Run 50/50 bio-pilot program in Trolley**	Sep-08	**Aug-09**	**Completed**
5. Update Strategic Plan to include pedestrian-bicycle and transit modes - **Pending General Plan Update**	Sep-08	**May-10**	**Pending**
6. General Plan		**May-10**	**In Progress**
4. Public Parking - Kent Cashel			
1. Conduct Main Street Circulation Study	**May-09**		**Ongoing**
5. Community Transportation Plan - Kent Cashel, Jonathan Weidenhamer			
1. Entry Corridor		**Aug-09**	Ongoing
2. Park and Ride		**Jan-10**	In Progress
6. Highway 248			
1. Long Term Assessment and Options (Phase II)	Apr-08	**Jan-09**	**Completed**

2009 Park City Goals & Targets for Action (October - December 2009)

Top Priority

Goal 4 World Class, Multi-Seasonal/Resort Community - Jim Hier and Liza Simpson; Alternate, Joe Kernan

Target for Action / Actions / Staff Coordinator	Initial Target Date	Revised Target Date	Status
1. Economic Development - Jonathan Weidenhamer			
1. Implementation of 2008-10 Economic Development Plan	Ongoing		Ongoing
2. Tents and Temporary Structures	**Dec-08**	**Feb-10**	**In Progress**
3. City-wide market analysis & carrying capacity study		**Jul-10**	In Progress
4. High Altitude Training/Master Planning City property at Quinn's			
●RFP Issuance with USSA and UOP		**Jan-10**	**Pending**
●Develop Model		**Mar-10**	**Pending**
5. HMBA Requests			
●HMBA Prioritization ProcessDevelop Model	**Mar-10**		**Pending**
2. Support for Arts - Sharon Bauman			
1. Art in Public Places Implementation	Ongoing		Ongoing
2. Ice Rink Artistic Banner Iinstallation - Artist Selected	**Apr-09**	**Jun-10**	**In Progress**
3. Bus Shelter Enhancement Implementation - Phase II **(project on hold until Spring 2010)**	**Apr-09**	**Jun-10**	**In Progress**
3. Community Amenities and Events: Evaluation, Future Direction - Jonathan Weidenhamer			
1. Strategic Plan for Farm - fire access, trail and display of artifacts	Jan-09		**Complete**
2. KPCW Sale	**May-09**	**Oct-09**	**Complete**
3. Event Calendar			
●Criterion to prioritize and allow Main Street closure	**Jun-09**	**Nov-09**	**Complete**
●Event Fees, revenues and enforcement	**Jun-09**	**Jun-10**	**In Progress**
4. Museum Expansion			
●Finish landscaping	**Jul-09**		**Complete**
●Regrade walkway	**Oct-09**		**Complete**

2009 Park City Goals & Targets for Action (October - December 2009)

High Priority

Goal 5 Recreation, Open Space and Trails - Candace Erickson and Liza Simpson; Alternate, Joe Kernan

Target for Action / Actions / Staff Coordinator	Initial Target Date	Revised Target Date	Status
1. Ongoing Open Space Acquisition - Diane Foster, Matt Twombly			
1. Flagstaff - Distribution of open space contribution	Mar-04		Ongoing
2. Acquisition of Kimball Junction & Round Valley parcels in Summit County		**Jan-09**	**Complete**
3. Gambel Oak - Legislation	Oct-04	**Mar-09**	**Complete**
4. Red Maple/Air Force	Oct-04	**Mar-10**	Ongoing
5. Gambel Oak & White Acre Conveyance to Park City	**Nov-09**		**Complete**
6. Other Properties	Ongoing		Ongoing
2. Open Space Management - Diane Foster, Matt Twombly			
1. Additional easement monitoring on new acquisitions	Aug-05		Pending
2. Clissold Conservation Easement	Jun-08	**Jan-10**	**Complete**
3. Install legacy signage on all open space acquisitions	**Jun-09**	**Jun-10**	**In Progress**
4. Kimball and new Round Valley Conservation Easement	**Feb-10**		**In Progress**
5. Gambel Oak & White Acre Conservation Easement	**Jul-10**		**Pending**
3. Trails - Matt Twombly/Heinrich Deters			
1. Trailhead Parking Phase **III** - as sites are available	Ongoing		**Ongoing**
2. Coordinate new connections by development/TMP CIP	**Ongoing**		**Ongoing**
3. Flagstaff Trails reconstruction			**Ongoing**
4. Implement back-country trails maintenance plan and budget	**Ongoing**		**Ongoing**
5. Citywide Pedestrian/Street Lighting guidelines consistent with General Plan, Trails Master Plan and WALC	**Jan-09**	**Jun-10**	**In Progress**
6. Trails Webpage	**Feb-10**		**In Progress**
7. Armstrong OS trail connection	**Jul-10**		**In Progress**
8. April Mountain Trails & Recreation Plan	**Jul-10**		**In Progress**
9. Bike Route Plan	**Jul-10**		**In Progress**
10. Quinn's to Silver Summit through IHC/PRI	**Aug-10**		**In Progress**
11. Evaluate and Improve backcountry trail signage	**Aug-10**		**In Progress**
4. Neighborhod Parks/City Park - Ken Fisher/Matt Twombly			
1. Old Town Park (Wisnewski) Constfuction Complete	Jun-08	Jun-09	**Complete**
2. Creekside Park on Holiday Ranch Loop			
●Bid for park construction	**Feb-09**	**Jul-09**	**Complete**
●Begin park construction	**May-09**	**Jul-09**	**Complete**
●Park construction	**Jun-09**	**Jul-10**	**In Progress**

Target for Action / Actions / Staff Coordinator	Initial Target Date	Revised Target Date	Status
3. Dog Park - Direction from RAB/Council - Construction Complete			
●Receive $10,000 Donation from Dog Park Fundraiser	**Jan-10**		**In Progress**
●Install Shade Structure at Dog Park	**May-10**		**In Progress**
4. Explore options for covering the skatepark	**May-09**	**Sep-09**	**Complete**
5. Begin Master Plan for north and south ends of City Park	**May-09**	**May-10**	**Pending**
6. Off-leash Dog Park Option at Library Field (RAB)	**May-10**		**In Progress**
5. Ice Rink -Jason Glidden & Jon Pistey			
1. Complete Energy Efficiency Initiative			
●Install solar panels on south roof of ice arena	Mar-08	**May-09**	**Complete**
●Install Heat Reclamation - Refrigeration System	Mar-08	**Aug-09**	**Complete**
2. Ice Arena Completion - final punch list	Aug-06	**Dec-09**	**Complete**
3. Install new scoreboards inside ice arena and on sports fields **(Ice Arena Complete)**	Aug-08	May-10	**In Progress/Complete**
4. Work with PAAB to install artistic banners	**Dec-08**	**Jun-10**	In Progress
5. Operate year round	**May-09**		**Complete**
6. Recreation and Racquet Club: Next Steps - Ken Fisher			
1. Racquet Club Renovation			
●Development of schematic design **& design development**	Dec-08	**Dec-09**	In Progress
●Develop Phasing Plan for Project and Present to Council	**Jun-09**		**Complete**
●Develop relocation plan for recreation services	**Nov-09**	**Jan-10**	**Complete**
●Planning Commission Action			
●Submit Master Plan Development (MPD) Application and appear before Planning Commission for pre-MPD public hearing	**Oct-09**		**Complete**
●Work Session on design elements with Planning Commission (11/11/09)	**Nov-09**		**Complete**
●MPD Planning Commission Approval	**Dec-09**	**Jan-10**	**Pending**
●Present design to City Council	**Dec-09**		**Complete**
●Development of Construction Documents	**Feb-10**		**Pending**
●Bid for construction	**Apr-10**		**Pending**
7. Outdoor Recreation Complex - Matt Twombly			
1. Phase II Improvements	FY'10		Pending
8. Walkability Implementation Phase I - Matt Twombly, Heinrich Deters			
1. Traffic Calming			
●Construction	**Oct-09**	**Oct-10**	**In Progress**
2. Little Kate Sidewalk			
●Engineering	**May-09**	**Jun-09**	**Complete**
●Construction	**Nov-09**		**Complete**
3. SR-248 Tunnel	**Oct-09**	**Aug-10**	**Pending**
4. Bonanza Tunnel	**Oct-10**		**Pending**
5. Miscellaneous Improvements	**FY 10**		**In Progress**
6. Holiday Ranch Loop Path			
●Engineering	**Mar-09**	**Jan-10**	**In Progress**
●Construction	**Aug-10**		**In Progress**
7. Comstock Sidewalk	**Oct-09**	**Feb-10**	**Pending**

2009 Park City Goals & Targets for Action (October - December 2009)

High Priority

Goal 6 Regional Collaboration and Partnerships

Target for Action / Actions / Staff Coordinator	Initial Target Date	Revised Target Date	Status
1. Transportation - Kent Cashel			
See Goal 3			
2. Flagstaff-Wasatch County - Tom Bakaly			
1. Work with Wasatch County re SR-224 and public versus private access	Ongoing		Ongoing
3. Recreation - Ken Fisher			
See Goal 5			
4. Health - Pace Erickson			
1. Noxious weed coordination and enforcement on private property	Ongoing		Ongoing
5. Water - Kathy Lundborg/Jerry Gibbs			
See Goal 1	Ongoing		Ongoing
6. Solid Waste - Jerry Gibbs and Joe Kernan			
1. Implementation of Solid Waste Alternatives	Ongoing		Pending
7. Mosquito Abatement - Pace Erickson			
1. Continued coordination with Summit County	Ongoing		Ongoing
8. Library - Linda Tillson			
1. Library Reciprocal Borrowing for Summit County Students	Ongoing		Ongoing
9. Inter-Agency Task Force			
1. Continued Participation	Ongoing		Ongoing
10. Open Space Acquisition			
See Goal 5	**Ongoing**		**Ongoing**
11. Carbon Advisory Board - Diane Foster			
1. Engage Summit County and other groups (non-profit, HMBA, Chamber, School District) in reducing water consumption and carbon emissions	**Ongoing**		**Ongoing**
12. Rocky Mountain Power Transmission Line and Substation Siting Task Force - Thomas Eddington, Matt Cassell and Diane Foster			
1. Provide direction to RMP with regard to the location of future transmission lines & substations (Task Force & RMP meetings)	**Sep-10**		**In Progress**
13. Public Safety - Special Events			
1. Information Sharing	**Ongoing**		**Ongoing**
2. Special Event Staffing to Reduce Overtime Costs	**Ongoing**		**Ongoing**

2009 Park City Goals & Targets for Action (October - December 2009)

Other Priorities

Goal 7 Open and Responsive Government to the Community - Roger Harlan and Joe Kernan; Alternate, Jim Hier

Target for Action / Actions / Staff Coordinator	Initial Target Date	Revised Target Date	Status
1. Community Vision - Phyllis Robinson,			
1. Community Visioning Plan			
a. Project Deliverables			
1. Implement Community Dialogues	Jan-09	**Apr-09**	**Complete**
2. Develop Core Values and Community Ideals	Mar-09	**Jul-09**	**Complete**
3. Vision Action Plan	Jul-09	**Jan-10**	**In Progress**
2. Update Material for Vision Presentations annually following Council Visioning sessions	Annual		Annual
2. Budget Review & Benchmark - Bret Howser			
1. Finance/Citywide software system conversion			
a. Position Budgeting - Budget Module **Installed**	Dec-08	**Oct-09**	**Complete**
b. Budget **-Parallel Testing**	Dec-08	**Jun-10**	**Pending**
2. Phase II Benchmarks determined with CAST	**Sep-09**	**Sep-10**	**Pending**
3. Customer Service: Evaluation and Action Plan - Craig Sanchez, Phyllis Robinson			
1. Accountability/responsibility training for Staff	Quarterly		Ongoing
2. Employee Survey & Traning - communication of results	Annual		Annual
3. Customer Service Survey **and Citizen Satisfaction Surveys (P Robinson)**	**Oct-09**	**Jan-10**	**Pending**
4. Annual City "Fam" Tours	**Semi-Ann**	**Nov & Dec**	**Ongoing**
4. Public Safety - Wade Carpenter			
1. Emergency Resopnse Plan Update			
a. Staff Training NIMS Compliance (ICS-100, 200, 400, 700, 800) (New Employees)	Aug-07		**Ongoing**
b. Community Preparedness Outreach/Reverse 911 Data Input (H. Daniels)		**Mar-10**	**Maint. Data Base**
2. Community Oriented program - Citizens Academy	Dec-07	**Jul-10**	**Ongoing**
3. Lexipol Service Evaluation (Comprehensive Police Policy Manual Program based on model policies developed by a national board)	Dec-08	**Dec-10**	**Ongoing**
4. Senior Elected Officials Emergency Training	**Feb-09**		**Complete**
5. Communications - Phyllis Robinson, Scott Robertson, Myles Rademan			
1. Leadership 101	**Feb-09**		**Complete**
2. Media Seminars	**Apr-09**		**Complete**
3. Sustanability Promotion	Ongoing		Ongoing
4. Park City University	Ongoing		Ongoing
5. Website Upgrade	Apr-09	**Nov-09**	**Complete**
6. Communications Strategic Plan	Apr-08	**Jan-10**	**In Progress**
7. Community Emergency Preparedness	**Ongoing**	**Ongoing**	**In Progress**

2009 Park City Goals & Targets for Action (October - December 2009)

Neighborhood Traffic Management Summary Report
Attachment "A" to Quarterly Status Report

Location	Date Recd/ Phase 1 Mtg	Citizen Concerns	Phase 1 Follow-up	Status	Target Completion
American Saddler					
	Sep-08	●Need for stop sign at Ashley Ct. Intersection	●Field Study and Data Gathering	Complete	Oct-08
	Nov-08	●Need for lane striping	●Committee Meeting	Complete	Nov-08
			●Implement Action Plan	**Complete**	Apr-09
			•Engineering Report	Complete	Jan-09
			•Neighborhood Involvement	**Complete**	Mar-09
			•Relocate Stop Sign and Stop Bar	**In Process**	**Nov-09**
Aspen Springs Drive/Mead					
		●Traffic Calming Reqeusts	**●Speed Counts**	**Complete**	**Aug-09**
			●Install Driver Feedback Sign	**Complete**	**Aug-09**
Lower Woodside Avenue					
	Jan-09	**●Request to remove parking on street**	**●Managers Report to Council**	**Complete**	**Jul-09**
McHenry/Rossi Hill					
	Sep-08	●Sight lines at intersection	●Field Study and Data Gathering	Complete	Oct-08
	Oct-08		●Committee Meeting	Complete	Oct-08
			●Implement Action Plan	Complete	Nov-08
			•Enginering Report	Complete	Nov-08
			•Installed Stop Sign on McHenry	Complete	Nov-09
			•Install stop signs on 3 legs of intersection	**Pending til Spring**	**Mar-10**
Norfolk Avenue					
	Apr-09	**●Traffic Calming Requests**	●Order and Install Signs	**Complete**	**Aug-09**
			●Traffic Counts	In Process	Ongoing
			●Crosswalk Study	**Complete**	**Aug-09**
			●Post Reconstruction Parking Study	In Process	**May-10**
Wildlife Signs					
	Apr-09		**●Install four wildlife signs on Meadows and Royal Street**	**Complete**	**Aug-09**
Woodside Avenue					
	Mar-08	●Wintertime traffic flow (request for one-way)	●Meet with neighborhood to understand request	Complete	Jun-08
	Apr-08		●Develop initial response and timeline to process request	Complete	Aug-08
			●Gather and analyze data on request	**Complete**	**Jan-09**
			●Engineer Study and Report	**Complete**	**Feb-09**
			●Committee Meeting	**Complete**	**Feb-09**
			●Final response to request	**Complete**	**Apr-09**
			●Install advisory signs and stripe	**Complete**	**Oct-09**
Rail Trail Cross Walk @ Wyatt Earp					
	Jul-09	**●Traffic Calming Requests**	**●Traffic Counts**	**Complete**	**Sep-09**
			●Crosswalk Study	**Complete**	**Sep-09**
			●Order and Install Signs	**In Process**	**Spring-10**
			●Stripe Crosswalk	**In Process**	**Spring-10**
Meadows Drive (Near Crescent Drive)					
	Aug-09	**Traffic Calming Request**	**●Staff Visit**	**Complete**	**Sep-09**
			●Deploy Temporary Speed Trailer	**In Process**	**Ongoing**
			●Enforcement	**In Process**	**Ongoing**
			●Continue Speed Counts	**In Process**	**Ongoing**

Redevelopment Authority
Staff Report

Author:	**Jonathan Weidenhamer**
Subject:	**Lower Park Avenue RDA - Update**
Date:	**January 7, 2010**
Type of Item:	**Informational**

Summary Recommendations:
Provide specific direction on the project list attached. Provide affirmation for staff to commence a strategy to refine and ultimately implement specific project(s).

Background:
The Main Street RDA was extended in 2004 as a mechanism to support and implement ongoing Council goals for the downtown. Funds were specifically allocated to construct the new parking structure. During the City Tour to Boise, Idaho in 2008, Council observed a vibrant and active downtown that was in part facilitated an underlying and active RDA. During the January 2009 Visioning session, Council directed staff to investigate available options and uses of the Lower Park Avenue Redevelopment Authority (RDA) as a means to support the resort based economy, which is the largest component of the economic base of Park City.

Specifically Council directed staff to:

- Explore and better understand limitations of the RDA, including funding options and resource leveraging opportunities.
- Identify specific project areas for potential redevelopment & master planning opportunities:

<u>RDA General Background</u>
The City's Redevelopment Authority is a separate agency of the City whose power is limited to either economic development or affordable housing projects. The RDA includes a broad geographic area including the PCMR parking lots, a large amount of independent privately-owned pieces, and a few strategically located City-owned pieces including the municipal golf course. The RDA generally exists from the golf course south to 9th street and includes the base of Park City Mountain Resort (PCMR) and the City Park (Exhibit A). Significantly, the RDA boundary additionally includes 3 major signalized intersections which are the key transportation corridors to the resorts, Bonanza Park, and Main Street (SR 224 & SR 248; SR 224 & Silver King Drive/ DV Drive; and SR 224 & Bonanza Drive).

<u>Explore and better understand limitations of the RDA, including funding options and resource leveraging opportunities</u>
The RDA was created in 1990 and expires in 2015. The RDA has approximately $2.5 million of unencumbered funds and $1.65 million in outstanding loans. The 2008 increment available to the City after mitigation payment to the school district was approximately $1.8 million. In broad terms, based on the tables below, staff estimates the ability to fund approximately $15-20 million in projects over the next 15 years. This is

based on retiring the 1998 bond maturing in 2016. The first table shows how much increment we currently have available for bonding. The second shows how that translates to bonding capacity.

LPA Tax Increment Available for Financing			
Revenues	2007	2008	2009
Tax Increment	2,476,412	2,628,305	2,764,425
Other Revenue	318,565	303,872	161,012
Total Revenues	**$2,794,977**	**$2,932,177**	**$2,925,437**
Operating Expenses			
Mitigation	864,444	819,749	891,285
Debt Payment	600,000	600,000	600,000
Other Expense	30,000	30,000	30,000
Total Operating Expenses	**$1,494,444**	**$1,449,749**	**$1,521,285**
Net Operating	**$1,300,533**	**$1,482,428**	**$1,404,152**

Potential Bonding in LPA RDA		
	Net Increment	Bonding Capacity*
Current Situation (2010)	1,400,000	14,500,000
After Retiring '98 Debt (2016)	2,000,000	20,800,000

* Assumes 5% interest cost over 15 years

The resort-based economy

During the 2009 visioning Council identified the proliferation of the resort-based economy as a specific Economic Development priority. A series of existing information was assembled as background, including:

- 1990 LPA Redevelopment Plan
- Lower Park Avenue Urban Design Study – 1993
- Community Economy Element of the Park City General Plan
- Park City Economic Development Strategic Plan
- Conference Center Study – 2003
- Economic Impacts of Tourism – 2009

Generally each supports the significance and impact of our tourism based economy, especially on our local quality of life. For instance the Economic Impacts of Tourism (2009) states:

> *Undoubtedly, tourism is the largest single component of the economic base of Summit County, generating total economic impacts of over $1.6 billion annually, creating nearly 12,000 jobs and increasing earnings by almost $300 million. Measurable tax impacts are over $57 million annually and contribute substantially to the budgets of Summit County, Park City Municipal Corporation and the three school districts in the County. Without the net contribution made by visitors, Summit County residents could only maintain their current resort lifestyle through substantial property tax increases.*

Furthermore, the Economic Element of the Park City General Plan recognizes:

> *Park City has many impressive community amenities for a town of such a small population. Many of the benefits enjoyed by residents are attributed to the revenues derived from the tourism industry. Community facilities such as the Library, Racquet Club and the Municipal Golf Course are all examples of the quality facilities that tourism revenue supports. Well maintained streets, enhanced police protection and increasing access to technology infrastructure are products of the resort economy.*
>
> - *Tourism is Park City's major industry providing over 2/3 of municipal general fund revenues.*
> - *Our resort economy supports a high level of services and facilities that benefit both visitors and residents.*
>
> *In order for the community to continue enjoying these benefits and amenities we must maintain a viable and healthy tourism economy. In order to achieve this goal, we must strike a balance between development pressures, recreational activities and the natural environment to ensure that we are maintaining the quality of life that continues to attract visitors and residents alike.*

These statements are reinforced by the following Policies and recommended Actions of the Economic Element:

> *Policies*
>
> - *Recognize potential conflicts between our resident population and economic growth resulting from the increase in tourism and mitigate these conflicts to the extent possible.*
> - *Emphasize the community as an attraction for tourists while recognizing the tourist economy results in many of amenities desired by our residents.*
>
> *Recreation and Tourism Development Actions:*
>
> - *Expand resort venues and activities such as hiking trails, golf, ice skating, cross country skiing and back country experiences.*
> - *Plan both winter and summer activities to enhance a year round recreation and tourism atmosphere.*
> - *Support and encourage the ski resorts to integrate their recreational facilities and programs in order to enhance the winter visitor's overall skiing experience.*

Staff believes the RDA is critical to providing the resort based economy a frame work for long term viability. The existing RDA Plan, approved in 1990 allows for a wide array of options. The General redevelopment actions identified in the approved Plan include:

- Installation, construction or reconstruction of streets, utilities, and other public improvements;
- Redevelopment of land by private enterprise and public agencies;
- Rehabilitation of buildings and structures;
- acquisition of real property;
- Demolition or removal of buildings and improvements;

- Relocation assistance to residential, commercial and other occupants displaced;
- Disposition of property.

City–Owned Land & master planning

Park City is a major land owner in the RDA (Exhibit B). Council's recent efforts in initiating a master plan for City-owned properties including the old fire station and Senior Center and more broadly explore potential uses and partnership opportunities with adjacent private property owners reinforces the importance of the resort based economy and various housing opportunities as important Council goals. It is consistent with the Economic Element of the General Plan and Economic Development Strategic Plan.

Staff recently completed a survey of senior service and housing needs and a joint planning charrette for these properties. Among the findings of the senior survey housing needs were identified as an area of concern. (1) A total of 27 (38%) respondents indicated that they would "definitely, probably, or were uncertain" about moving in the next five to ten years. Most of these respondents indicated that a move was likely because of "snow and the difficulty in getting around" or "the need for smaller housing options" for seniors who want to remain in Park City, but no longer have the desire or ability to maintain a full-size home; and (2) A total of 30 (42%) respondents indicated that it was "moderately or highly likely" that they will need an assisted living facility. Twenty-four people (42% of those that responded) felt that they would need to move to such an arrangement in the next five to ten years.

Concurrent with the senior survey, a team of local architects and land planners volunteered their time and expertise to brainstorm design solutions to address workforce housing (seasonal and year round), senior housing and services, including the senior center use and location, as well as identify pedestrian access through these sites to Empire Avenue.

There are multiple uses that could be accomplished on this site, as well as the property located at 1450-1460 Park Avenue. The preliminary findings indicate that the former fire station properties, the senior center properties and the property at 1321/33 Woodside Avenue could meet multiple objectives if the properties were developed within a phased Master Planned Development to allow for maximum flexibility in achieving multiple goals. Phase I would focus on the development of workforce housing with latter phases focused on addressing senior housing needs. While senior housing could be accomplished on city-owned land within the Lower Park Avenue RDA, the ability to create assisted living is seriously constrained by available land in that location. It is unlikely that both uses could be economically feasible at this site. As part of the Lower Park Avenue master plan these properties will be further analyzed in context with other land within the Lower Park Avenue RDA as well as other pending proposals for senior housing and service needs.

Implementing Council Goals & Identifying City's Role in Redevelopment

Staff isn't confident we will be successful fully implementing Council's goals with projects solely on City-owned property. Staff believes the best and highest use of RDA funds may be to partner with private property owners to assist in redevelopment and supporting the resort base. Depending on the role the RDA wants to take, the following matrix identifies potential roles and level of involvement with private property owners:

What level of involvement do the elected officials want to use in their role as the RDA?
(typical)

item	City - Owner Only	Joint/Partner	Full Partner
Planning	(separate) Master plan City-owned land (and directly adjacent private land)	(interface) Plan City-owned land; and Consider major capital improvements on private land	(integrated) Jointly plan for City land and undeveloped PCMR land & other major land holders in RDA
Type of Public improvements	Limited public improvements: sidewalks, stairs	Critical public improvements: parking; bus stops, road reconstruction, etc	Purchase, lease, trade land; and/or donation of funds for private development
Land use implication	Highest and best use of City-owned land	Demonstrate priority of Resort based economy & willingness to partner with PCMR	Contemplate site planning & residential and commercial development at resort base: id appropriate amount and location; amend regulatory limitations consistent with land use goals if needed
Potential development components	Build affordable housing on PCMC land	Underground parking bus stop street reconstruction sidewalks	Same, plus intersection and transit improvements, mass transit or people mover, flexible meeting space, land acquisition, secure easements
Pros/ Cons	(C) limited impact on resort economy and RDA goals	(P) much bigger financial & redevelopment impact	(P) major incremental financial and redevelopment impact
	(P) simple and easy		(P) may assist in addressing other major development projects; may lead to broader more comprehensive opportunities
			(P) Actively participate in long-term viability of PCMR
			(C) Bifurcating roles may be complex

Park City Mountain Resort Redevelopment

Through this process staffs from Park City Mountain Resort (PCMR) and PCMC have begun an ongoing dialogue. Both entities obviously agree the success of the resort-based economy is critical to the long term future of Park City. Discussions have focused on opportunities and threats to this future. PCMR continues to move forward in their planning of their land at the resort base and Munchkin Lot at the corner of Bonanza and Munchkin. Their vision is to integrate their redevelopment efforts with Park City and become a true community partner while protecting the day skier experience. There remain ongoing specific concerns related to traffic and parking, which represent a huge threat to the overall experience of their guests.

Activities to date

In beginning to consider next steps for the RDA, staff identified the following initial goals.

- Develop an action/implementation plan for PCMC-owned property
- Create a High level plan for the entire RDA - identifying specific projects or components & associated tax increment
- Begin an on-going dialogue with PCMR as the other major property owner in the RDA about shared goals and partnership opportunities
- Identify a strategy for moving forward

An RFP was issued in September 2009 to hire a consulting team to address these goals. The exercise was recently completed. The results are as follows.

Analysis

The results of the RFP exercise were compiled in two separate tracts, with one focusing on general background themes, preliminary site analysis and high-level conceptual projects. The second tract delivered a specific project list upon which to move forward.

Staff worked with officials from PCMR and Jack Johnson Company, who is employed by PCMR as their design and planning consultant. This was an opportunity to identify shared goals and rely on first-hand knowledge and experience of the opportunities and threats within the district. Exhibit C is a summary of the Preliminary Planning Concepts completed by Jack Johnson Planner Michael Barille.

Design Workshop was then tasked with developing a specific project list upon which to move forward. Drawing on experience in other resort communities and site visits to Park City, Design Workshop used this background to create a specific list of recommended public investment projects. This list was based on findings and suggestions of previous studies, suggestions of City staff, PCMR officials and examination of public investments made by comparable destination resorts communities throughout the country. A recap, summary of findings, and specific project list are attached (Exhibit D).

The project list is broken into 2 distinct categories: 1) Those recommended by City staff for further consideration; and 2) Those not recommended for further consideration. Preliminary scoring and prioritization was done based on the following rating criteria and point system:

Points	Criteria/Impact
1	No effect in creating desired results
2	Effect on Park City not measurable
3	Limited influence on Park City
4	Substantial influence/ benefit to Park City
5	Extremely substantial influence/ benefit to Park City

This point system was then awarded based on the following categories that recognize direct and indirect benefits both immediate and longer term:

1. Increase in destination visitors
2. Improve overall market

competiveness of Park City
3. Stimulate private investment (multiplier effect)
4. Improve the visitor experience
5. Produces long term benefits
6. Physical Feasibility
7. Political Feasibility
8. Financial Feasibility
9. Return on Investment

This scoring system was devised to identify the highest and best use of public investments. However the scoring has been applied subjectively by staff and the consultant. Moving forward staff will take input from City Council on the project list. We will also work with our financial advisor, Dave Miner, to identify specific (tax) increment that would be generated by each project as specific project details become clearer. These projects represent a blueprint for moving forward.

Specific projects themes
As Design Workshop began to populate the project list, it became apparent that similarly themed projects existed. Considering many of the projects are inter-related, and not mutually exclusive it became easier to group them by these themes. For example, creating more efficient mass transit and better walking routes may limit the required parking demand at the resort base – even though the projects to address these issues fall into different categories. The overriding themes identified are:

1. Parking Lot Redevelopment
2. Transit, Traffic, Circulation & Walkability
3. Community & Neighborhood Redevelopment and Improvement

Parking Lot Redevelopment
The consultant identified 3 potential parking lot projects: 1) Traditional redevelopment with mixed use; 2) a convention center; and 3) a physical connection of PCMR to Treasure Hill and Main Street. The highest ranked project could allow for the RDA to support financially the cost of underground parking. The parking demand created by redevelopment of the existing surface parking lots is cost prohibitive for a realistic development pro-forma and represents a significant financial hurdle. Current entitlements create the need for approximately 2000 underground stalls. At a conservative estimate of $35,000/ stall = $70 million. One of the more traditional roles for an RDA is to build/subsidize the cost of parking structures. Staff believes that financial support in this area will lend itself to better planning and development flexibility in the redevelopment of the surface parking lots, which will provide a better finished product and support common goals of integrating the resort into the community.

Moving into the second project category (Transportation, Traffic, Circulation & Walkability), it becomes apparent that most parking and transportation projects are interrelated. For example, Travel Demand Management options like those considered during the SR 248 planning, along with ongoing planning and consideration of mass transit, private transportation, intersection rebuilds, walkability and other efforts to minimize the amount and impact of the individual automobile can likely reduce the amount of required parking. Conversely, increased on-site parking will create the need for expanded road infrastructure. These suggest common goals to reduce parking demand where feasible and explore transit and traffic related solutions such as remote parking with rapid transit lines.

Transportation, Traffic, Circulation & Walkability
Projects identified include improvements to circulation and access in and around PCMR. Project include both major improvements (roads, circulation and intersections, acquisition of ROW, and installation of a new transit hub) and minor improvements (signage, striping, improvement of transit efficiency, minor capital improvements, and operational changes such as charging for parking).

Staff has separately begun efforts to complete a transportation master plan (RFP in draft form). Other efforts include the General Plan updates, Streets Master Plan update, and anticipated SR 224 corridor plan. The project list for the RDA area was made independent of these concurrent city projects. It is likely that walkability, transit, engineering and planning will all have specific interests in projects identified through the study, and can likely integrate their planning (and financial support in some cases) towards solutions that can benefit the entire community. Staff believes there is a nexus between leveraging multiple funding sources. For example multiple staff departments are focusing on the Park Avenue corridor and intersection between Squatters and Jans/Cole Sport.

Community & Neighborhood Redevelopment and Improvement
The likelihood of accomplishing a portion of Council's housing goals within the RDA is strong because the City owns significant property, and has begun efforts towards this end. However staff believes we should consider expanding the dialogue and planning efforts to look more broadly at the opportunity to see if we can get "more bang for the buck". Beyond partnering with Craig Elliott and expanding the housing into either senior or seasonal needs, the idea of creating a "neighborhood" may be the highest and best use of this transitional district. With multiple property owners, and various states of underdeveloped parcels, the area is directly adjacent to both the City Park and PCMR, it's on the bus route and the library is adjacent. There is also a large piece of privately heldundeveloped land directly contiguous to this property and PCMR land. Staff believes we should further analyze options to create an east west year round neighborhood connecting PCMR and City Park using city-owned land as the hub.

Conclusions and Next Steps
Staff believes we should continue refining specific project details and identify targeted specific projects and follow up with strategy to implement.

As the project list indicates, there are projects to address both short and long term goals. It is a likely outcome that we would look to implement some combo of: low-hanging fruit, specific projects on city-owned property, and a few "biggies" related to parking and transportation. It will be important to work closely with adjacent property owners to identify where use of RDA funding can be most efficient; in order to not water down the results too much.

Moving forward, staff's analysis will additionally include the following Phases of the master planning (detailed in Exhibit G):

Phase II	Market inventory and analysis of the LPA RDA and Main Street RDA
Phase III	Carrying Capacity study of both RDA's
Phase IV	Integration of known land-use goals on City-owned property within the LPA RDA into the comprehensive update (General Plan and LMC updates where appropriate).

As each phase and evaluation of the projects within the Lower Park Avenue RDA moves forward, proposed projects will include an assessment based upon the impacts on the four filters of the visioning evaluative framework: economy, quality of life, social equity and environment.

Significant Impacts
Partnering with private property owners in redevelopment would be a new and different role for the elected officials acting as the RDA. Because the City Council concurrently exercises legislative authority and police power over land use matters, they would have to bifurcate their different roles under the RDA.

Issues for Discussion

1. **Is Council comfortable exploring partnership opportunities with private land owners within the RDA?**
2. **Is Council supportive of using the RDA to pursue projects identified in the report, knowing specific details will have to be presented for discussion prior to moving forward with any specific project?**

Recommendation:
Provide specific direction on the project list attached. Provide affirmation for staff to commence a strategy to refine and ultimately implement specific project(s).

Exhibits
Exhibit A – Lower Park Ave RDA boundary
Exhibit B –Map of resort base & City-owned property
Exhibit C – Preliminary Planning Concepts - Jack Johnson Company
Exhibit D – Design Workshop Summary Memo
Exhibit E – Concept
Exhibit F – Project location map
Exhibit G – Circulation maps
Exhibit H – Draft description of RFP for Phases II-IV
Exhibit I – Project List Matrix
I1 – Projects recommended for further consideration by staff
I2 – Projects not recommended for further consideration

Exhibit A – Lower Park Ave RDA boundary

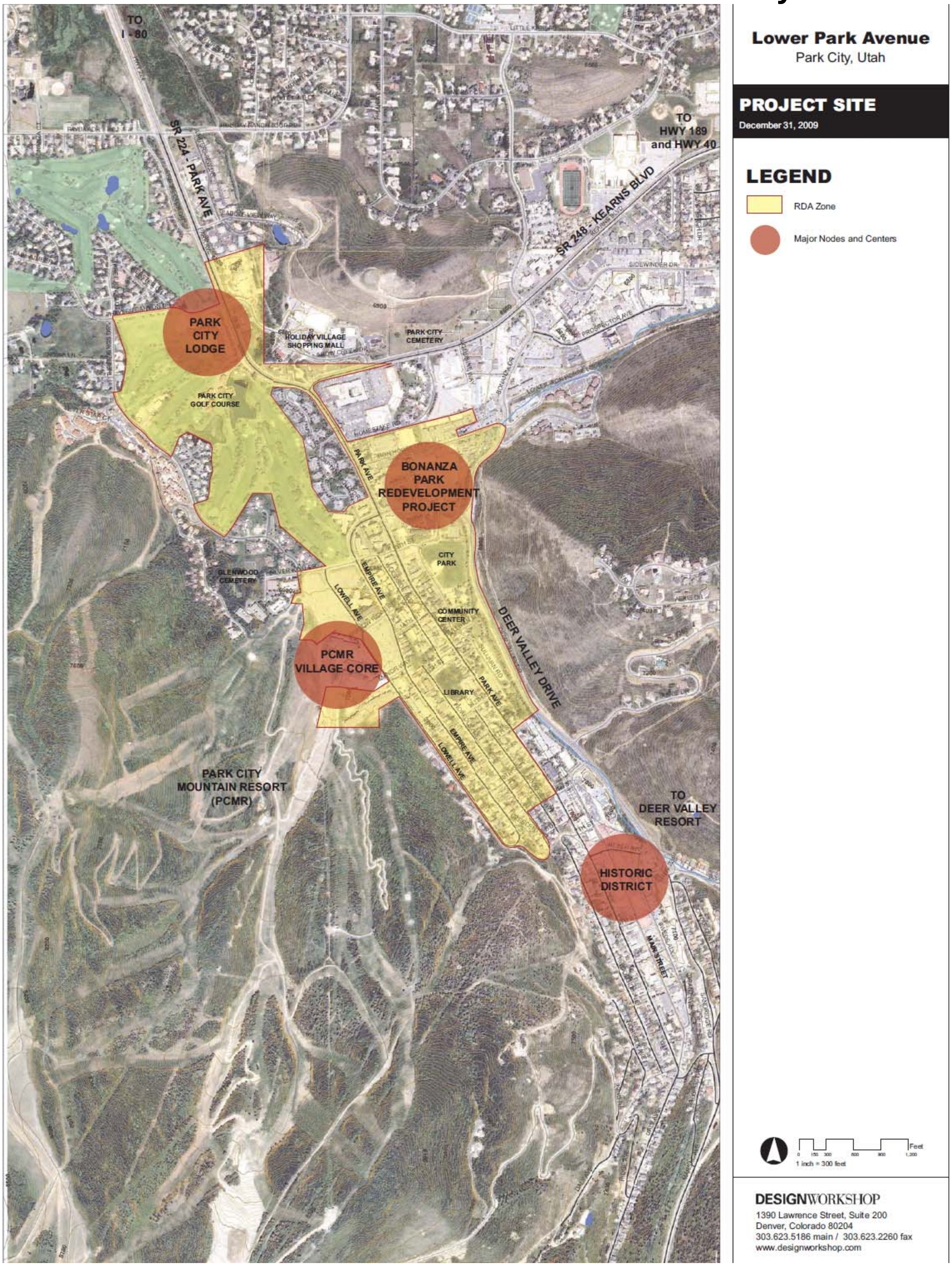

Exhibit B –Map of resort base & City-owned property

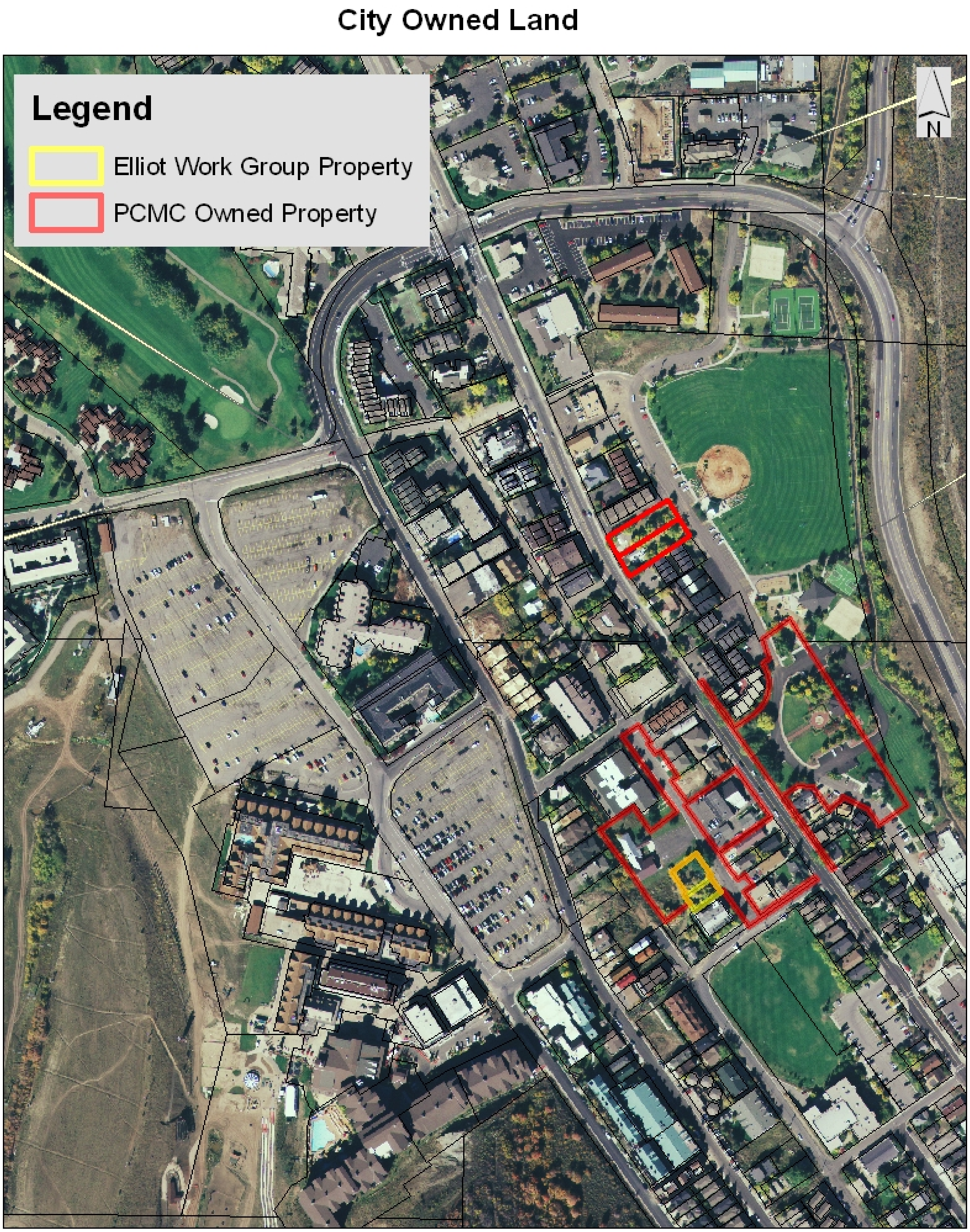

Exhibit C
Lower Park Avenue Preliminary Planning Concepts 10-31-09
Jack Johnson Company

Providing Vision

The Lower Park Avenue RDA plan provides a unique opportunity to provide a framework for a long term vision for this neighborhood that could provide signature public/private projects that embody broader community wide goals. The Lower Park Avenue Neighborhood is not currently utilized to its' best potential and includes a patchwork of public, private, residential, and resort projects that are only loosely associated and often create confusion for the visitor and encourage competing interests among local landowners and development interests. However, the presence of pocket of both privately held and municipal owned land that are ripe for redevelopment, the current economic climate that has private interests looking for creative partnerships and financing options, and the history of cooperation and planning coordination between municipal and resort management all point toward a future where the Lower Park Avenue Neighborhood could be another gem of the community. A community where there is a long history of successful redevelopment initiatives and the leadership to continue building upon past achievements with each new iteration bringing increased economic value, more continuity of approach, and improving long term sustainability of the broader community goals and vision.

More specifically, the Lower Park Avenue RDA and associated funds have the potential to spur innovative redevelopment of one of the primary hubs of Park City's resort recreational economy. To increase the potential for additional event based economic stimulus. To improve the function, logistics, and guest experience during existing community scale events, and to provide a series of transportation and connectivity improvements to allow better synergy between the economic engines and bed base that exist both within and, of equal importance, adjacent to the Lower Park Avenue Neighborhood on and around historic Main Street.

Key Neighborhood Components

1. City Park
2. Park City Mountain Resort Park Lot Re-development Sites
3. Library Center Complex
4. Historic Residential Lower Park Avenue Neighborhood – Upper / South Side
5. Newer Bed Base Portion of the Lower Park Avenue Neighborhood – Lower / North Side
6. Adjacency to Park Bonanza District, and Lower Main Street District

Transportation and Connectivity

The primary entry points into the neighborhood are through existing nodes at Park Ave and Deer Valley Drive at the Cole Sport / Jan's traffic light and the Bonanza / Deer Valley Drive light at the NE corner of City Park. These function of these nodes are critical to both resorts and to the ability to handle community scale events.

- Consider the use of appropriately scaled traffic circles, grade separated improvements for pedestrians or vehicles, and strategies to allow uninterrupted flow of Public Transit (transit only express lanes / free right turns) as potential strategies for improvement to the these nodes

Key existing transportation corridors include Deer Valley Drive, Park Avenue, and the Lowell / Empire Avenue Loop, all traveling North – South and each separated by significant differences in grade from the others. Few if any East – West connections exist to complete a traditionally efficient grid. Grade separation, green spaces at City Park and the Library Center, and past redevelopments have all provided obstacles to creating these connections. This pattern places greater stress on the major entry nodes, limits the practicality of some potential locations for parking improvements, inhibits pedestrian movement, and is less intuitive for destination visitors to the community. Lower Woodside Avenue has the potential to provide a renewed North-South Pedestrian corridor connecting the Library Center to residential portions of the neighborhood without the vehicular conflicts inherent with the other North-South arteries.

- Look for every practical opportunity to provide East – West connectivity and re-establish a more traditional grid.
- Analyze ability of corridors created by City owned land or land owned in partnership with the City to create East – West connections.
- Consider utilization of stairs, outdoor escalators, or elevators at key locations to make pedestrian movement practical between the resort and City Park, trail corridors, and North – South arteries.
- Consider additional pedestrian improvements and reduction of travel lanes on Park Avenue as well as pedestrian improvements associated with redevelopment along the Lowell / Empire Avenue loop.
- Consider new modes of public transit and dedicated transit lanes or corridors throughout the study area and connecting to and through adjacent districts. Consider dedicated small bus service, trolley, or street car service on a Lower Park Avenue, Main Street, and Deer Valley Drive loop. Long term consideration should be given to preserving corridors and nodes for light rail service between the resort and key points outside the neighborhood.
- Consider encouragement / development of an alternative (non-rubber tire) transportation solution between major existing entitlements at the North and South ends of Lowell Avenue to reduce traffic impacts to residential portions of the neighborhood and maximize planning flexibility and location of density for future projects.
- Consider all potential transportation and connectivity improvements under the lens of their ability to provide functional and identifiable ties between bed base and revenue centers in the Lower Park Avenue Neighborhood and those adjacent to it. Attempt to gauge the increase in revenue potential these solutions could bring to Historic Main Street, Park Bonanza and elsewhere.
- Consider additional pedestrian improvements (side walks, benches) and beautification projects (planter boxes, identification of pocket park opportunities) along Lower Woodside to create a pedestrian boulevard separated from high traffic arteries, to add value to existing bed base, and to strengthen connections to the potential redevelopment projects and the Library Center.
- Consider signage and way finding improvements that help identify connections to and through the neighborhood and create a more seamless transition between the resort and the surrounding neighborhoods. Use these items strategically to direct vehicle and pedestrian traffic along preferred routes.

Parking

Very Few dedicated public parking facilities exist in the Lower Park Avenue Neighborhood. Those that do exist are in the form of small and segmented surface lots that are not designed for the volume or circulations needs that are frequently called upon to provide. Currently the solution during peak periods and events is often the use of privately owned surface parking at Park City

Mountain Resort. Even with this opportunity available, overflow parking on the street in restricted areas, unpredictable pedestrian movements, and private vehicle/transit/pedestrian conflicts are common during major events such as the Sundance Film Festival, the Arts Festival, Fourth of July, sporting events and even peak Holiday / skiing visitation. Surface parking lots at the resort are already entitled for redevelopment of the resort base and the prohibitive costs of comprehensive replacement of this parking in underground or structured formats has stymied past redevelopment efforts and the economic stimulus they are meant to provide. The Lower Park Avenue RDA Plan and future neighborhood plans should include a more comprehensive and coordinated long term approach for addressing these issues.

- Look for locations where structured parking could be efficiently designed and constructed over time on public land in locations that are well coordinated with public transit, pedestrian movements and accessibility to key event locations.
- Consider public investment in development of structured parking on private land in key locations.
- Consider reduced parking requirements for residential / lodging development in conjunction with public and private transportation solutions to allow private capital to be invested in mixed use parking and transportation services.
- As with Transit / Transportation projects, consider the potential of the project for increasing potential revenues both within and out side the RDA area and to provide for improved guest experience and revenue from repeat visits.
- Consider converting surface lots and driveways at the perimeter of City Park to a pedestrian boulevard if alternative parking and transportation solutions can be developed.

Redevelopment Projects

The single most significant redevelopment opportunity in the project area both in terms of municipal revenue potential and creating a new face for this area of the community exists on the parcels entitled in the Park City Resort Master Plan, circa 1996. However, significant opportunities for signature projects also existing on several critically located smaller parcels elsewhere in the neighborhood. Several of these parcels are either municipally owned or involve current public / private partnerships. Significant potential for redevelopment that furthers multiple goals of the RDA vision exist along two corridors along the East – West access. The first would connect Park City Mountain Resort / Lowell Avenue to Park Avenue and Old Miners Hospital in the vicinity of the decommissioned Park Ave Fire Station. The second would provide a more subtle connection between the resort, Park Ave and City Park along the axis of the Shadow Ridge Hotel and the City Park softball diamond when examined in plan view.

The Library Center and surrounding green space also provide opportunities for enhanced civic and event functions without compromising the community park and gathering space that currently exist. Lastly, the dedicated residential parcel at the North end of City Park when coupled with some of the aforementioned transportation solutions seems to provide opportunity for a public – private redevelopment project in the future.

- Examine how all projects selected will contribute to revenue potential, guest experience, resident quality of life, housing opportunities and community sustainability
- Consider building on existing efforts to create a signature mixed use project on the old Park Avenue Fire Station corridor that provides a neighborhood center, additional housing opportunities, a hub for neighborhood services, a pedestrian transportation connection, and a means for dealing with the grade separation that has traditionally segmented the neighborhood.

- Consider a project between Shadow Ridge Hotel and City Park that would include pedestrian circulation improvements and increased housing opportunities.
- Consider working with the existing ownership of the residential units at the North End of City Park to redevelopment the site with potential consideration of additional density, public funding or financing mechanisms, and more seamless integration with the Park.
- Consider public support, public financing or financial incentives, and reduced parking standards as tools for encouraging partnership on the potential redevelopment of the Park City Mountain Resort Base Area.
- Consider additional uses for the Library Center that enhance rather that detract from the civic and park characteristics the community currently enjoys at the site. A community gardens or relocation of the Senior Center to this parcel are both examples of projects that could be entertained without compromising the existing attributes of the Library Center and green space. This parcel is also showcased during events such as the Sundance Film Festival. These events provide opportunities to use this parcel to demonstrate Park City's commitment to historic preservation, education, building community and sustainability.

Exhibit D – Design Workshop Summary Memo

Design Workshop, Inc.
Landscape Architecture
Land Planning
Urban Design
Strategic Services

To:	Park City City Council and City Staff
From:	Becky Zimmermann / Britt Palmberg
Date:	December 29, 2009
Project Name:	Lower Park Avenue Redevelopment Authority Project List

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Based upon a site visit to Park City conducted in November 2009 and its experience in planning and development in similar ski resort-based communities nationwide, Design Workshop has worked with city staff to develop a matrix of recommended public sector investment projects in the Lower Park Avenue RDA area. Potential public investments include public/private redevelopment projects in select areas of the Lower Park Avenue area, infrastructure improvements including upgrades to streetscapes, parking, open spaces, trails, and related amenities, and public investments in facilities such as conference centers or other community gathering places. The Design Workshop team has identified projects for the Lower Park Avenue area based upon the findings and suggestions of earlier studies conducted in Park City, the suggestions of city staff and elected leaders, and an examination of public investments made by comparable destination resort communities throughout the country.

The matrix categorizes potential projects in terms of public versus public / private investments and outlines a general magnitude of public investment needed to complete each project. It categorizes the potential projects in terms of their potential timing (short term versus long term), and provides ratings for each project based upon the potential to increase the number of destination visitors, increase the overall competitiveness of Park City in the resort market, the potential to stimulate private investment, and the potential to improve the overall visitor experience. The project list evaluates the physical, political, and financial feasibility of each project and it provides an evaluation of the overall financial return and intangible return (in terms of benefits to the community's quality of life).

The completed project list groups potential investments into three general categories: 1) Parking Lot Redevelopment projects include a range of investments concerning the parking lots surrounding Park City Mountain Resort and surrounding areas; 2) Transit, Traffic, Circulation and Walkability projects are designed to improve the function of major intersections and the experience of drivers, pedestrians, and bicyclists in the Lower Park Avenue area; 3) Community and Neighborhood Redevelopment and Improvement projects concern redevelopment efforts and environmental and streetscape projects in various locations within the Lower Park Avenue Redevelopment Area. The completed list ranks the potential projects in each category by their overall composite score across the full range of criteria.

In addition, the Design Workshop team and City staff have outlined a series of five additional projects that are not included on the official project list but may warrant additional discussion and consideration by Council going forward.

The completed project list is intended to serve as a basis for ongoing discussion of how to proceed with redevelopment in the Lower Park Avenue neighborhood and other areas of Park City. Council will need to work with staff and the community in order to refine ideas for potential investment projects and carefully select ventures that will stimulate further redevelopment and provide good financial and non-financial returns to the City.

Exhibit E – General Concept

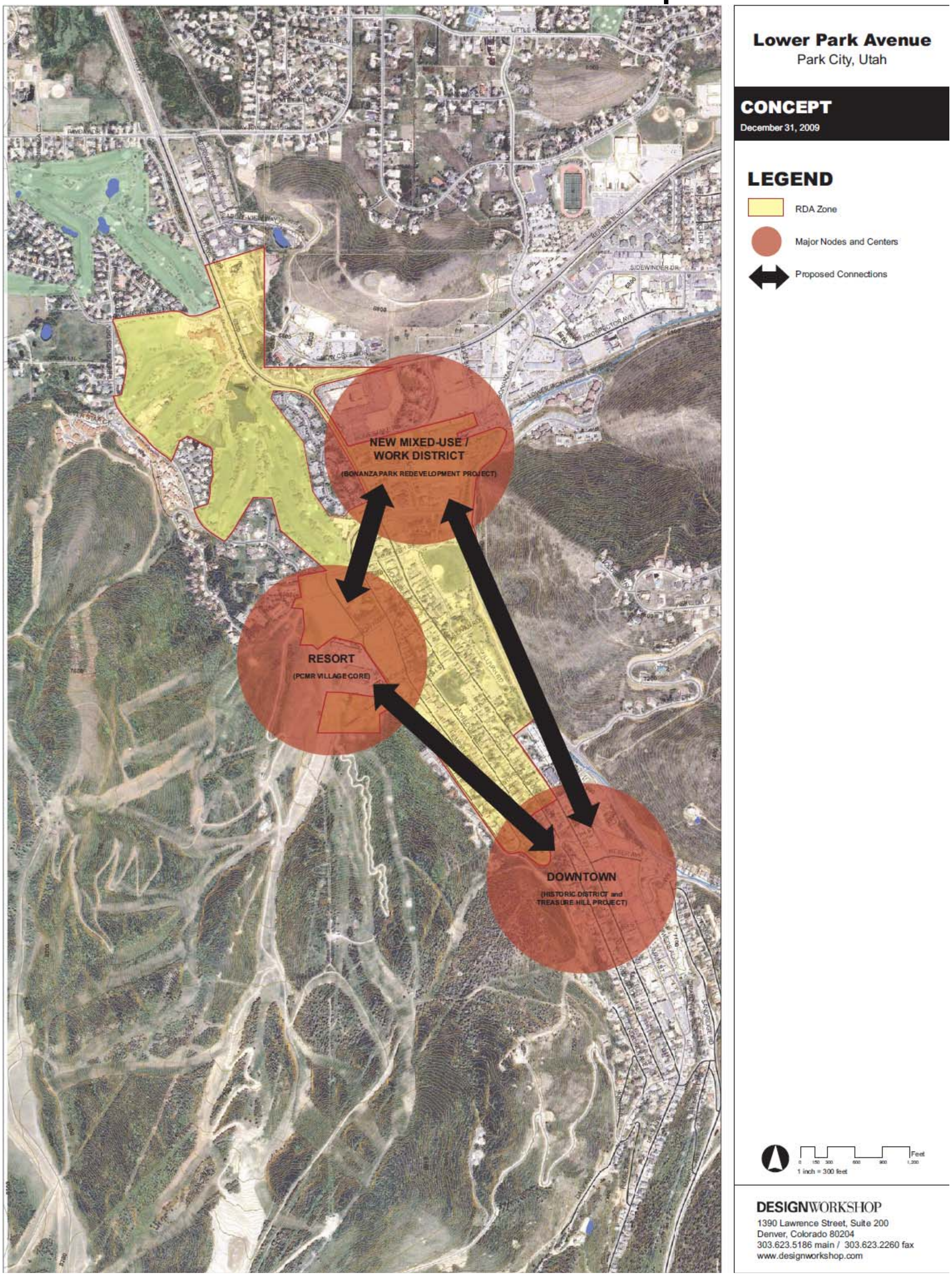

Exhibit F – Project location map

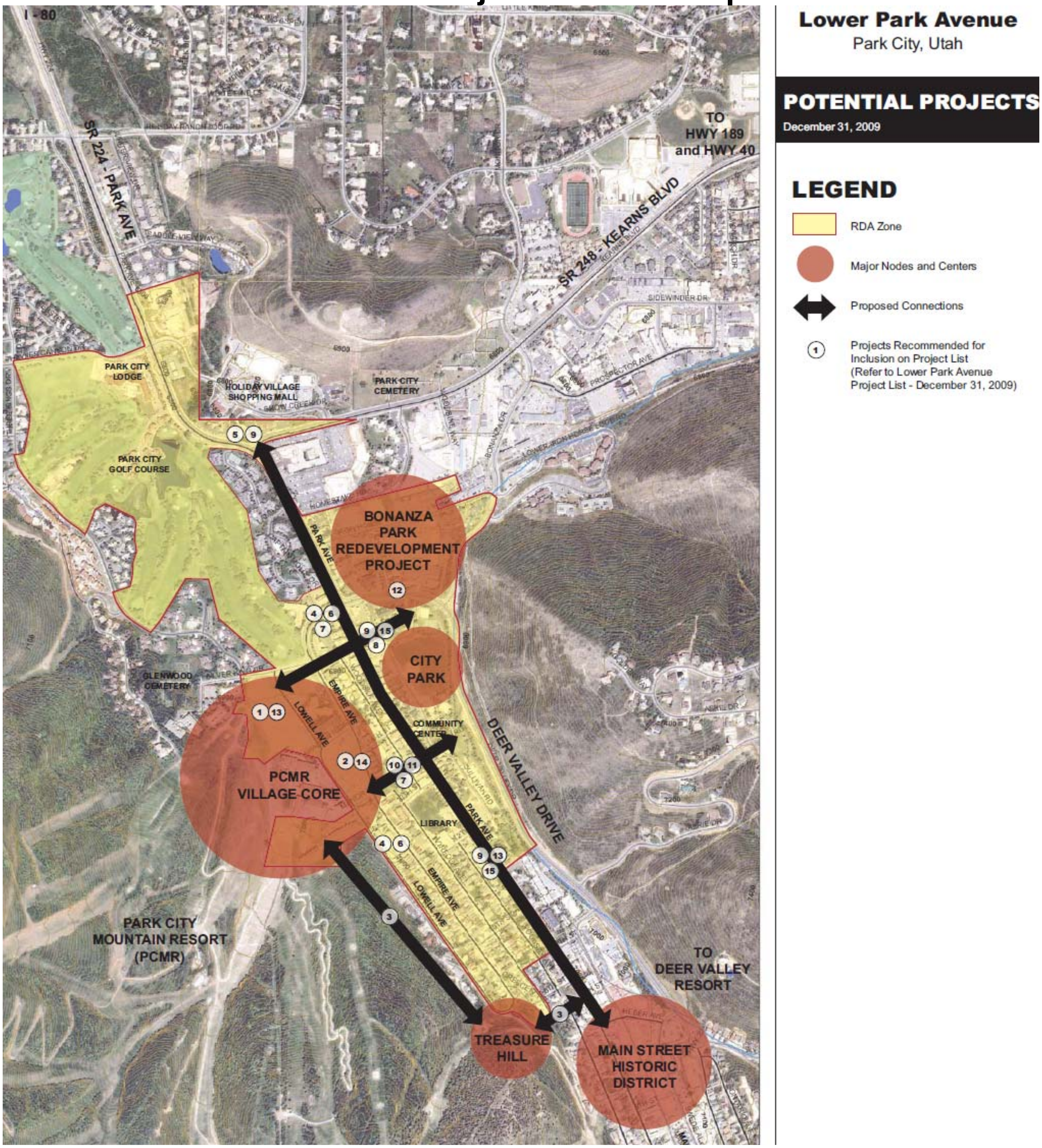

Exhibit G – Circulation maps

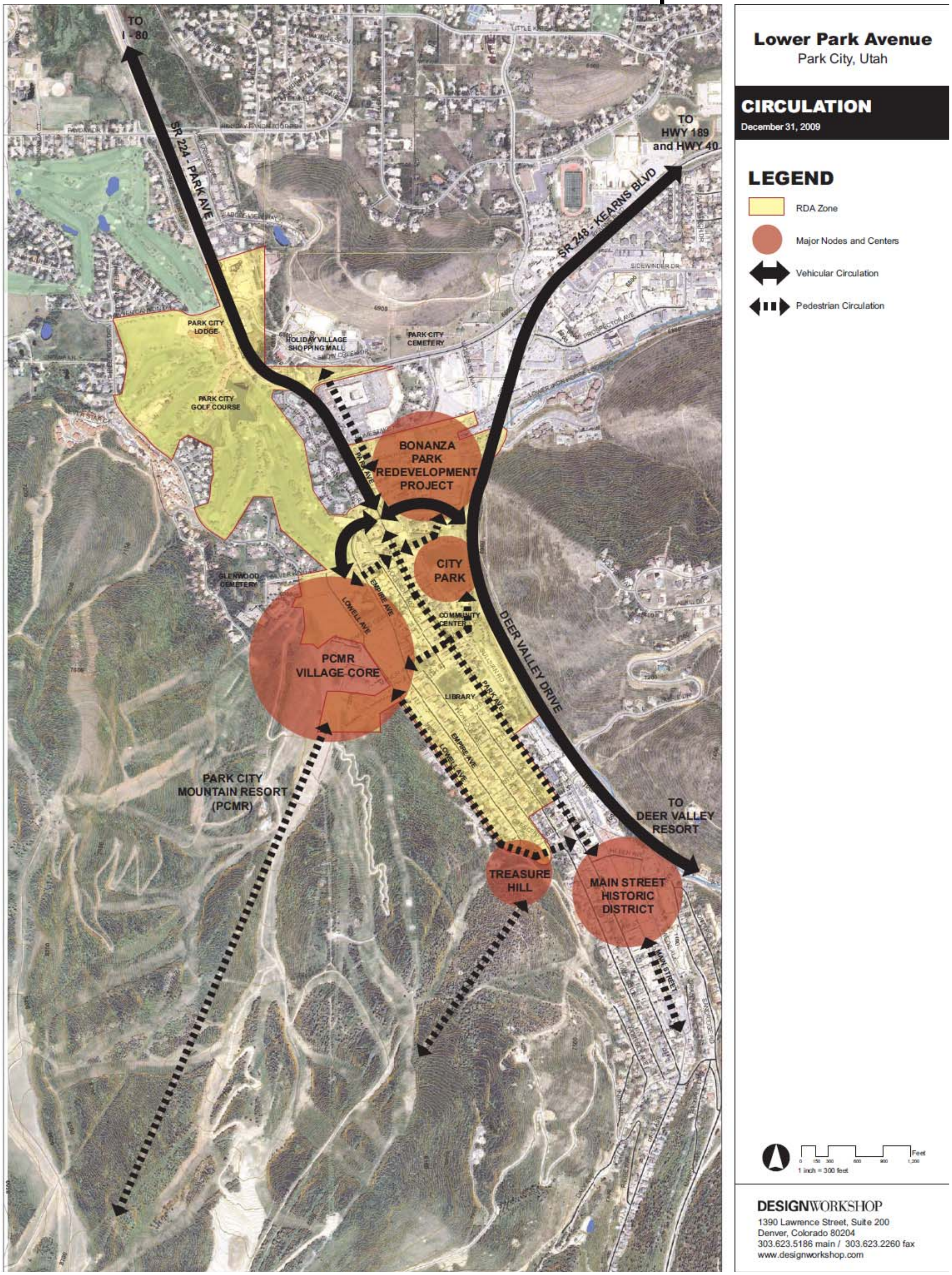

Exhibit H – Anticipated Phases II-IV Scope (Draft)

<u>Phase II – Market Inventory & Analysis</u>

<u>A) Inventory</u>

Complete an accurate inventory (amount/type)of existing businesses in both the Main Street & Lower Park Avenue RDA areas:

<u>B) Analysis</u>

Conduct a Strength/Weakness/Opportunity/Threat (SWOT) analysis, identify trends and myths, define limitations and threats and identify opportunities and room for growth

- Quantitative market analysis
- Identify preferred commercial mix
- Identify 2-3 potential market outcomes the limiting factors that would influence those outcomes, potential municipal revenue streams associated with each
- Analysis of economic/fiscal impact of each type of business
- Identify specific zoning or land use changes to grow economic base and/or support/encourage preferred market outcomes
- Identify who our client is – visitor needs versus local needs and economic benefit of each and where convergent interests exist
- Assess supportable demand for commercial space (amount)
- Define competitive position in regional market
- Provide, at a high level, an overall market assessment of the American ski industry – future opportunities; where does Park City excel/fail?

<u>C) Define Park City's place in the regional market</u>

Examine regional impacts that are, and will, impact the economic growth of Park City:

- Identify internal (City-limits) influences
- Identify outside influences on our experience (Redstone, NewPark, Wasatch County, regional ski area improvements, etc.)
- Is the future of Park City the "day visitor" – impacts = some dollars generated (e.g. ski, food) but no lodging dollars
- If this is true, it should suggest areas to focus on (e.g. the increased transportation demands of daily visitors, the needs of the summer recreational visitor, or cultural amenities for visitors, etc.)
- Or we could increase ski capacity (interconnect among ski resorts)

<u>D) Significant impacts to local quality of life issues.</u>

Is there a product mix that fits our vision? Define preferred future and impacts (e.g. traffic counts, pollution, and certain types of growth). Balance of community character and environmental quality of life. What is the threshold for growth? What are we willing to accept? Increased capacity may decrease community character quality of life (QOL) and environmental QOL. Certain types of growth may result in the proliferation of national or chain retail, what are those impacts?

<u>E) Comparative analysis</u>

Compare Park City to long-standing successful resort economies:

- Compare to trends/mix of other key resort based economies, including but not limited to Aspen, Breckenridge, and Vail.

Phase III – Carrying Capacity Study

A) Carrying Capacity
Identify and establish current capacity of what exists (maximum capacity and product type – peak winter and summer versus off-peak winter and summer offerings). What is the limiting factor(s) for capturing additional destination tourism visits and market share? At some point people choose to go somewhere else. What is that point? When does it occur? Some factors to consider may be:

- # guests
- # beds/pillows
- # restaurant seats
- # employees
- # cars, roads, parking spaces, & traffic
- Transit Capacity

B) Environmental Carrying Capacity
Similar as (A) above, this may have some limited quantitative background and analysis but should be a qualitative analysis. Factors to consider may be:

- Water capacity - current infrastructure & cost to expand
- Wildlife impacts
- Pollution
- Particulates in air (emissions)
- Landfill space

Additionally, the incremental carbon impact of maximum carrying capacity should be calculated. City staff will be available to assist in this measurement and can provide emissions factors. Items to include in this calculation are increases (over current) in:

- Full-time population
- Part-time population
- Visitor population
- Worker population

Alternatively, the incremental carbon impact could be measured off of expected increases in:

- VMT
- Airline travel
- Electricity use (business & residential)
- Natural gas use

Phase IV
Refinements and comprehensive update to Phase I (project list) recommendations based on findings of Phases III & IV. This Plan should integrate known land-use goals for City-owned (and adjacently jointly-planned) properties within the LPA RDA into the comprehensive update (Exhibit Attached). Park City owns a series of parcels within the LPA RDA. Park City anticipates a mixed use public/private venture on City land and specific private land. Anticipated uses are for senior and affordable housing and needs. The parties are currently moving forward with a senior needs and housing assessment along with a design charette process intended to frame a master land-use plan for the property. This Plan should be specifically integrated into the planning and goals of the broader project.

Exhibit I – Project List Matrix (Submitted in 11”x17”)
I1 – Projects recommended for further consideration by staff

LOWER PARK AVENUE
PROJECT LIST
DESIGN WORKSHOP
DECEMBER 31, 2009

Rating Criteria: Rating of project in producing desired results in the Park City community (for the public or private sector)		Range in Cost: Ballpark ranges for cost of projects / improvements	
1	No effect in creating desired results	$	$1 - $100,000
2	Effect on Park City not measurable	$$	$100,000 - $500,000
3	Limited influence on Park City	$$$	$500,000 - $1 million
4	Substantial influence / benefit to Park City	$$$$	$1 million - $5 million
5	Extremely substantial influence / benefit to Park City	$$$$$	$5 million +

PROJECTS RECOMMENDED FOR INCLUSION ON PROJECT LIST BY CITY STAFF

PROJECT NUMBER	PROJECT NAME	Type of Project (City-Owned "CO" or Public-Private Partnership "PP")	Range in Cost	Project Timeframe (Short Term, Mid Term, Long Term)	INCREASE IN DESTINATION VISITORS	IMPROVE OVERALL MARKET COMPETITIVENESS OF PARK CITY	STIMULATE PRIVATE INVESTMENT (The Multiplier Effect)	IMPROVE THE VISITOR EXPERIENCE	PRODUCES LONG TERM BENEFITS (as opposed to Short Term)	PHYSICAL FEASIBILITY	POLITICAL FEASIBILITY	FINANCIAL FEASIBILITY	FINANCIAL RETURN	TOTAL (XX / 45)	INTANGIBLE RETURN
PARKING LOT REDEVELOPMENT															
1	Redevelopment of parking lots surrounding PCMR into mix of residential / commercial uses - with underground parking	PP	$$$$$	Mid Term	5: Many visitors will choose to visit Park City and stay longer due to the wider variety of retail and other uses available at and around the PCMR.	5: Enhancing the area around PCMR will help Park City compete with resorts such as Vail that have carefully integrated retail and residential with ski resort base areas.	5: Private investors will likely take advantage of momentum created by the redevelopment around PCMR to launch their own ventures or improvements to their existing properties.	5: The redevelopment of the parking lots will improve the experience for visitors to PCMR.	5: Completion of a successful redevelopment around the base of PCMR would produce significant long term benefits to Park City in terms of direct and indirect development.	4: Given the gentle topography and the absence of existing structures, redevelopment of the parking lots around PCMR is fairly feasible.	3: Would likely meet with acceptance from the business community but with concern from members of the community opposed to increased development.	4: Likely feasible, given potential synergies with PCMR, the new Marriott, and other surrounding developments.	5: Very Significant Financial Return on Investment	41	
2	New Conference Center & Parking Structure around the base of PCMR	PP	$$$$	Mid Term	5: Would help to attract new visitors to Park City for conferences and provide an additional visitor market.	5: Would help Park City compete with new conference facilities in comparable ski resort towns in the West.	5: Would likely result in private investment (in the form of construction of hot beds or retail resulting from conference center operations).	3: Would provide an additional venue at which Park City could stage events for visitors.	5: Helps to increase overall visitation numbers and the number of hot beds in the community, thereby producing long term benefits.	4: Relatively few physical impediments to construction.	3: Assuming the project is financially feasible, this project should gain acceptance from local residents. However, potential opposition from residents opposed to new growth.	3: The conference center itself may only be marginally profitable. However, the project should spur additional hotel and residential construction at the base of PCMR and therefore result in overall financial feasibility.	4: Significant Financial Return on Investment	37	
3	Physical connection from PCMR to Main Street via Treasure Hill (people mover, gondola, funicular, etc.)	PP	$$$$$	Long Term	3: Linking these two resort assets may or may not increase the overall appeal to destination visitors. Uncertain at this point.	4: Improving access from PCMR to Main Street would enhance the overall competitiveness of Park City versus comparable ski resort towns.	5: The gondola connection may stimulate additional private sector investment in projects around the base of PCMR.	4: Would provide a more attractive transportation link from PCMR to Treasure Hill.	3: Would help to link PCMR to Treasure Hill in the short term. Long term benefits to the greater community are less evident.	3: Construction of the physical connection would need to contend with topography of the site.	3: Would likely meet with acceptance from local residents, with the potential exception of residents living close to PCMR or Treasure Hill, who may oppose the gondola due to increased noise and traffic.	2: Installation of a people mover would be very expensive. Direct impact on visitor numbers is less certain.	3: Moderate Financial Return on Investment	30	
TRANSIT, TRAFFIC, CIRCULATION & WALKABILITY															
4	Major Improvements to Empire / Lowell circulation & transit operations around PCMR (including improvements to roads, circulation and intersections, acquisition of ROW, and installation of a new transit hub)	PP	$$$$$	Short Term	4: Improves overall transportation conditions around the PCMR area and, therefore, would enhance the overall appeal of the town to destination visitors.	5: Improved traffic flow would improve the visitor experience and therefore enhance Park City's competitive position.	4: May stimulate private investment around the base of PCMR.	5: Improved traffic flow would improve the visitor experience in Park City.	5: Enhancing the performance of intersections in this area would help to solve some of the community's largest transportation issues and produce long term benefits to the community.	3: Intersection improvements (such as additional lanes or turning movements) may require acquisition of additional right of way.	5: Initiatives to improve transportation functionality in the community will likely meet with acceptance from local residents.	5: Likely feasible, given potential synergies with potential redevelopment efforts around PCMR.	4: Significant Financial Return on Investment	40	
5	Intersection improvements (to intersections of SR 224 & SR 248, Bonanza Drive & Deer Valley Drive, and Park Ave & Deer Valley Drive)	PP	$$$$$	Mid Term	4: Improved traffic flow through these intersections would improve the visitor experience and therefore entice increased visitation.	5: Improved traffic flow would improve the visitor experience and therefore enhance Park City's competitive position.	4: May stimulate private investment in the Bonanza Park area and facilitate greater investment around the base of PCMR.	5: Improved traffic flow would improve the visitor experience in Park City.	5: Enhancing the performance of these intersections would help to solve some of the community's largest transportation issues and produce long term benefits to the community.	3: Intersection improvements (such as additional lanes or turning movements) may require acquisition of additional right of way.	5: Initiatives to improve transportation functionality in the community will likely meet with acceptance from local residents.	5: Likely feasible, given potential synergies with potential redevelopment efforts around PCMR and in the Bonanza Park area.	4: Significant Financial Return on Investment	40	
6	Minor Improvements to Empire / Lowell circulation around PCMR (including signage, striping, improvement of transit efficiency, minor capital improvements, and operational changes such as charging for parking)	CO	$$	Short Term	4: Improves overall transportation conditions around the PCMR area and, therefore, would enhance the overall appeal of the town to destination visitors.	3: Improved traffic flow would improve the visitor experience and therefore enhance Park City's competitive position. However, these improvements would have less of an impact compared to major improvements to roads and circulation.	3: This investment would improve the functionality of transportation in the local area but may not stimulate significant new private investment.	5: Improved traffic flow and transportation conditions would improve the visitor experience in Park City.	4: These improvements would enhance transportation performance in this part of the community, but would have less long-term impact as compared to more significant investments in roads and circulation in the area.	4: Minor improvements would not require additional right of way and would be fairly straightforward from an engineering perspective.	5: Initiatives to improve transportation functionality in the community will likely meet with acceptance from local residents. Minor improvements that would require relatively limited funding would garner significant support.	5: Likely feasible, given potential synergies with potential redevelopment efforts around PCMR.	3: Moderate Financial Return on Investment	36	
7	Coordinated Signage Plan for (including smart messaging system) for the area within the RDA, designed to improve the load-in / load-out experience and streamline parking and circulation	CO	$$	Short Term	4: Improves overall transportation conditions around the PCMR area and, therefore, would enhance the overall appeal of the town to destination visitors.	4: Improved traffic flow (resulting from improved signage) and greater ease of wayfinding would improve the visitor experience and therefore enhance Park City's competitive position.	2: This investment would improve the functionality of transportation in the local area but would not stimulate significant new private investment.	4: Improved signage and wayfinding would improve the experience of the average visitor to Park City.	5: Improving the load-in, load-out experience would produce significant long term benefits for the community and PCMR.	5: These improvements would not require additional right of way and would be fairly straightforward from an engineering perspective.	5: Initiatives to improve signage in the RDA will likely meet with acceptance from local residents. Minor improvements that would require relatively limited funding would garner significant support.	3: This initiative would enhance the overall competitive position of Park City, but spending on signage may not produce directly tangible financial returns.	3: Moderate Financial Return on Investment	35	
8	Transit - Identification of corridors and acquisition of easements and ROW for future mass transit lines (Trolley, Bus Rapid Transit, or Light Rail)	PP	$$$$$	Long Term	4: Improves overall transportation conditions in Park City and the overall appeal of the town to destination visitors.	4: Improving transportation facilities would improve the overall appeal and competitiveness of Park City.	4: Should stimulate additional investment around transit stops, but have less direct impact on development at the resorts.	4: Improving congestion and transportation should increase the enjoyment of Park City for visitors.	5: Would help solve the long-term transportation issues facing Park City and Summit County.	1: Would require significant physical planning and engineering studies.	2: Would likely gain acceptance from members of the community in favor enhancing transit but resistance from some property owners along potential routes. It may also encounter opposition from residents opposed to additional growth in Park City.	1: Uncertain. Feasibility would depend on the ability to secure funding from state and federal sources for new transit lines serving Park City.	3: Moderate Financial Return on Investment	28	
9	Walkability - Expand bike/ped trail system to the remainder of the Lower Park Avenue district and connect to Bonanza Park (Spine System). Address bus stops and pedestrian crossings at SR 224	CO	$$$$ - Funded by walkability bonds	Mid Term	3: Enhances the overall quality of life for Lower Park Avenue residents, but would likely have minimal impacts on decisions to visit Park City, as opposed to other amenities.	2: This project would improve quality of life, but would have a minimal impact in increasing the overall competitiveness of Park City.	1: It is unlikely that a completed bike/ped system would materially attract additional investment in Park City.	4: This project would remove inconveniences to cyclists and pedestrians and therefore would improve the visitor experience.	4: Would improve the quality of life in Park City and the pool of amenities for visitors over both the short term and long term.	4: This project would not encounter significant physical impediments.	5: Local residents would welcome additional bike and pedestrian amenities.	1: Financial feasibility is uncertain without the identification of additional monies for maintenance and long term operations.	3: Moderate Financial Return on Investment	27	

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Range in Cost: Ballpark ranges for cost of projects / improvements

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$$	$100,000 - $500,000
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PROJECTS RECOMMENDED FOR INCLUSION ON PROJECT LIST BY CITY STAFF

PROJECT NUMBER	PROJECT NAME	Type of Project (City-Owned "CO" or Public-Private Partnership "PP")	Range in Cost	Project Timeframe (Short Term, Mid Term, Long Term)	INCREASE IN DESTINATION VISITORS	IMPROVE OVERALL MARKET COMPETITIVENESS OF PARK CITY	STIMULATE PRIVATE INVESTMENT (The Multiplier Effect)	IMPROVE THE VISITOR EXPERIENCE	PRODUCES LONG TERM BENEFITS (as opposed to Short Term)	PHYSICAL FEASIBILITY	POLITICAL FEASIBILITY	FINANCIAL FEASIBILITY	FINANCIAL RETURN	TOTAL (XX / 45)	INTANGIBLE RETURN
COMMUNITY & NEIGHBORHOOD REDEVELOPMENT AND IMPROVEMENT															
10	**Neighborhood/ Mixed-use redevelopment between City Park and PCMR including housing opportunities (affordable, senior housing, seasonal)**	PP	$$$$$	Short Term	4: An improved connection from PCMR to the Town Park would appeal to visitors to the ski resort.	5: Would improve the ability of the community to retain workers and thereby effectively compete with other resort destinations. The mixed-use redevelopment would add another attraction for visitors to the community.	5: Would likely stimulate spin-off residential growth along the corridor between PCMR and the Town Park.	5: Would provide an improved link between PCMR and the City Park amenity.	5: Would help to improve the overall quality of life in Park City over the long term.	3: Grade issues may present problems in construction.	3: May encounter resistance from residents opposed to any new growth in the community.	4: The project should spur additional residential construction near PCMR and the Town Park and therefore result in overall financial feasibility.	3: Moderate Financial Return on Investment	37	
11	**Use of City-owned land to create physical connection and housing opportunities (affordable, senior housing, seasonal) in area stretching from City Park to PCMR**	CO	$$$$	Short Term	4: An improved connection from PCMR to the City Park would appeal to visitors to the ski resort.	4: Improving the ability of Park City to provide affordable housing and attract service workers would improve the competitiveness of local businesses and the resorts.	4: Creation of housing on city-owned land would likely stimulate additional residential growth in the surrounding neighborhood.	3: This improvement would help to improve linkages between PCMR and the City Park, but potential positive effects on the visitor experience would be limited without the creation of a more complete mixed-use environment.	4: Would help to improve the overall quality of life in Park City over the long term.	4: The City-owned properties face relatively few challenges to construction from a physical perspective.	3: Building additional affordable, senior, and seasonal housing would likely meet with support from local residents. However, construction of additional residences may encounter resistance from neighbors in the immediate neighborhood.	4: This investment would produce a significant return to the city in terms of new housing constructed in the community.	2: Minimal Financial Return on Investment	32	
12	**Redevelopment of Bonanza Park (Rite Aid and areas to the east) into a mixed-use district - including potential parking lot or mass transit hub.**	PP	$$$$$	Long Term	4: Creation of an additional mixed-use district should enhance overall visitation rates.	4: Should enhance the overall competitiveness of Park City and increase the tax base.	4: Private investors will likely take advantage of momentum created by the redevelopment in the Bonanza Park area to launch their own ventures or improvements to their existing properties.	4: Given its strategic location near SR 248 and SR 224, redevelopment here would likely improve the overall experience for visitors to the Park City and Deer Valley areas.	5: Completion of a successful mixed-use district in Bonanza Park would produce significant long term benefits to Park City in terms of direct and indirect development.	1: The presence of existing buildings complicates the ability to redevelop this site.	2: Would likely meet with acceptance from the business community but with suspicion from members of the community opposed to increased development.	3: Likely feasible, given potential synergies with PCMR, the new Marriott, and other surrounding developments.	4: Significant Financial Return on Investment	31	
13	**Installation of public art throughout the Lower Park Avenue district**	CO	$$	Short Term	2: This project would enhance the overall quality of life for Lower Park Avenue residents, but would likely have minimal impacts on decisions to visit Park City, as opposed to other amenities.	2: This project would improve quality of life, but would have minimal impacts in increasing the competitiveness of Park City.	1: It is unlikely that a completed public art program would materially attract additional investment to Park City.	4: This project would improve the aesthetic quality of the community, which in turn would improve the overall visitor experience.	4: Would improve the quality of life in Park City and the pool of amenities for visitors over both the short term and long term.	5: This project would not encounter significant physical impediments.	5: Local residents would welcome an expansion of public art offerings.	1: Financial feasibility is uncertain without the identification of additional monies for maintenance and long term operations.	2: Minimal Financial Return on Investment	26	
14	**Renewable Energy Generation Opportunities: Including constructing PV, small-scale wind, geothermal and biomass projects around projects and improvements within the RDA**	PP	$$$	Short Term	1: These imrprovments would benefit the overall quality of life in Park City, but would have limited impact on the number of destination visitors in the community.	1: These improvements will have a modest impact on the overall competitive position of Park City.	2: May help stimulate or enhance private investment in the RDA. For example, tax credits for renewable energy may enhance the overall viability of a project.	1: Would have relatively limited impact on the visitor experience.	5: These environmental enhancements would benefit the citizens of the community over the long term.	5: These environmental improvements could easily be integrated into the community.	5: Environmental initiatives would meet with acceptance from the community.	2: These environmental projects may produce limited financial returns, at least in the short term.	2: Minimal Financial Return on Investment	24	
15	**Streetscape improvements on Park Avenue (bulb outs, crosswalks, traffic calming devices, and enhancements to physical connections to Main Street and Bonanza Park).**	CO	$$$$	Short Term	1: These improvements will benefit the overall pedestrian environment in the Lower Park Ave neighborhood, but will benefit local residents living in the Lower Park Ave area more than destination visitors (who are more likely to stay at a resort property).	1: These improvements will have a modest impact on the overall competitive position of Park City.	2: May stimulate private investment along Park Avenue, but will have less impact on larger redevelopment areas such as around PCMR.	2: Would improve the experience for visitors passing through this district but will have less impact on the overall appeal or feel of Park City	3 Completion of streetscape improvements will produce long term benefits.	4: This improvement will require relatively limited earthwork and should not require purchase of additional right of way.	5: The community identified these improvements in the 1993 study, and will likely embrace them going forward.	1: These improvements will require significant public investment that may not translate into additional tax revenue. They will benefit local residents but may not produce additional sales or property tax receipts.	3: Moderate Financial Return on Investment	22	

I2 – Projects not recommended for further consideration

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Range in Cost: Ballpark ranges for cost of projects / improvements

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$$	$100,000 - $500,000
$$$	$500,000 - $1 million
$$$$	$1 million - $5 million
$$$$$	$5 million +

ADDITIONAL PROJECTS FOR CONSIDERATION

PROJECT NAME	Project Located in or adjacent to RDA Boundaries?	Type of Project (City-Owned "CO" or Public-Private Partnership "PP")	Range in Cost	Project Timeframe (Short Term, Mid Term, Long Term)	INCREASE IN DESTINATION VISITORS	IMPROVE OVERALL MARKET COMPETITIVENESS OF PARK CITY	STIMULATE PRIVATE INVESTMENT (The Multiplier Effect)	IMPROVE THE VISITOR EXPERIENCE	PRODUCES LONG TERM BENEFITS (AS OPPOSED TO SHORT TERM)	PHYSICAL FEASIBILITY	POLITICAL FEASIBILITY	FINANCIAL FEASIBILITY	FINANCIAL RETURN	TOTAL (XX / 45)	INTANGIBLE RETURN
Improvement of Signage and Wayfinding throughout Park City community.	YES	CO	$$	Short Term	2: Improves the visitor experience but would not increase the number of visitors to Park City	2: This project would improve the visitor experience but would likely not have a significant impact on overall competitiveness.	3: It is unlikely that a completed signage and wayfinding program would materially attract additional investment in Park City.	5: Would improve the ability of visitors to navigate the community and avoid confusion	5: Would produce long term benefits both for residents and visitors.	5: Very few physical impediments	5: Would likely encounter limited resistance from local residents.	3: Financial feasibility is uncertain without identification of additional monies for maintenance and long term operations.	3: Moderate Financial Return on Investment	33	
Creation of a new Visitors Center near the existing Olympic Park at the intersection of SR 224 and SR 248	YES	PP	$$$$$	Mid Term	3: Improves the visitor experience but would likely not be the deciding factor in choosing Park City	3: This project would improve the visitor experience but would likely not have a significant impact on overall competitiveness.	1: It is unlikely that a new visitors center would materially attract additional investment in Park City.	5: Would provide a one stop shop for visitors to obtain information about resorts and attractions and secure lodging and related amenities upon entering town.	5: Would create a recognizable hub for visitor information, which should reduce confusion and enhance marketability over the long run	4: Very few physical impediments	4: Would likely meet with limited resistance from local residents.	2: Financial feasibility is uncertain without identification of additional monies for maintenance and long term operations.	4: Significant Financial Return on Investment	31	
Creation of a high-end wellness center	YES	PP	$$$	Mid Term	4: Fitness enthusiasts would extend their vacation in order to visit a higher-end wellness center	5: Provides an amenity found in many comparable ski resort communities in the West	2: The prospect of a high end wellness center may attract investors experienced in developing this type of facility.	3: Providing a new and different amenity at a high-end wellness center would enhance the overall vacation experience for many	5: Would help to enhance Park City's brand image as a destination and therefore produce long term benefits for the overall community.	2: Would require constructing a new building or renovating an existing structure.	3: This project would likely gain acceptance with the local population.	1: May be more difficult to obtain financing or turn a profit. This type of amenity is often a losing financial proposition that enhances the marketability of resort properties.	5: Very Significant Financial Return on Investment	30	
Redevelopment of a portion of municipal golf course into mixed-use development (including transportation connection between SR 248 and PCMR)	YES	PP	$$$$$	Long Term	2: This improvement would improve access to PCMR from the north, but it would mainly enhance marketability to day skiers from the Wasatch Front, as opposed to enhancing Park City as a destination resort at the national or international level.	3: Completing a new connector route through the golf course to SR 248 from PCMR would help eliminate the bottleneck at Park Ave & Deer Valley Blvd and thereby significantly improve the visitor experience. However, other improvements at the PCMR and elsewhere may have more significant impacts on competitiveness.	4: Converting a portion of the municipal golf course to private development would attract new investment in a significant project adjacent to the current PCMR area.	3: A decrease in congestion at the Park Ave / Deer Valley intersection would enhance the overall visitor experience. However, the removal of several holes of golf would diminish the visitor experience for many people.	2: Creation of an alternative route to SR 248 and reducing congestion would produce significant long term benefits to Park City. However, the removal of golf holes would diminish a recreational amenity over the long term.	4: The golf course property is fairly level and conducive to additional mixed-use development and installation of transportation improvements.	1: The municipal golf course is a mainstay in the community and altering even a portion of the club would require significant political coordination.	3: Given that the city already owns the golf course property, the financial returns for mixed-use development on this site could be significant.	5: Very Significant Financial Return on Investment	27	
Creation of a park and ride lot at US 40 and SR 248	NO	CO	$$$$$	Short Term	1: Improves overall transportation conditions in Park City, but would likely not represent a critical factor in increasing the number of destination visitors.	3: Coordinating park and ride facilities with existing bus lines would help to reduce the traffic congestion near PCMR and thus enhance overall competitiveness.	1 The distance from a park and ride lot near US 40 to the main part of town would limit potential spin-off economic activity.	3: Improving congestion and transporation would improve the overall visitor experience.	3: Would help solve some of the transportation issues facing Park City in the near term. However, the city would need to coordinate this improvement with enhanced bus or rail service to produce long term benefits.	3: The city owns land at the US 40 interchange that is relatively flat and devoid of existing buildings.	3: The potential park and ride lot is located distant from any neighbors who would oppose the project based upon noise or other externalities. The park and ride project presents a relatively inexpensive option to relieve traffic congestion in town.	3: A less expensive option to help relieve congestion in Park City as compared to the installation of bus rapid transit or light rail.	4: Significant Financial Return on Investment	24	

City Council Staff Report

Subject: Senior Needs/Issues Survey
Author: Rhoda Stauffer and ReNae Rezac
Department: Sustainability
Date: January 7, 2010
Type of Item: Informational

Summary Recommendation: This report is for informational purposes only, no action is required. Staff recommends that the Council discuss and provide input on the results of a Senior Needs Survey conducted jointly with Summit County.

Topic/Description: Results and analysis of a Senior Needs Survey conducted September through November 2009.

Background:
At City Council's visioning session in January of 2009, staff was directed to conduct a community-wide survey of the issues facing and concerns felt by persons aged 55 and above in Park City. The survey was conducted in partnership with Summit County in order to gather county-wide data. The goals of the process included the following:

- Solicit input from City and County residents ages 55 and above;
- Determine what programs, activities and resources are currently being utilized;
- Determine what additional programs, activities and resources are needed;
- Conduct an initial assessment of the need for affordable housing for seniors; and
- Begin to assess the nature of the existing market for smaller, downsized-type housing options.

Just over 300 completed surveys were collected (306) via hard copy and electronic submissions for a return rate of six percent of the Summit County population aged 55 and over. Staff is pleased with this high return rate. Public announcements were made via two articles in the Park Record, PSAs that ran on KPCW for several weeks and radio interviews with City and County Council members. A direct link to the digital survey was placed on both City and County website homepages.

The survey instrument was distributed in both hard copy and electronic forms to the following audiences:

- Summit County Senior Centers (Coalville, Kamas and Park City)
- The Summit County client base of the Mountainland AOG Office on Aging, the Caregivers Coalition, and targeted medical offices that cater to Senior Citizens.
- City and County institutions such as Libraries, Summit County Council of Governments, Park City Racquet Club, and Summit County Health Department clinics
- Hard copies were provided to established breakfast, lunch and coffee groups
- Email and hard copies went to many religious congregations such as: Temple Har Shalom; St. Luke Episcopal Church; Park City Community Church; St. Mary's Catholic Church; LDS stake coordinator; Mountain Life Evangelical Free Church; and Shepherd of the Mountains Lutheran church.
- Emails were also sent to other community groups such as the Park City Ambassadors and the Newcomers Club

Responses came from all parts of Summit County with 24% from Park City, 71% from the rest of Summit County. (5% that were unknown because respondents either didn't fill in zip code or it was unrecognizable). A detailed breakdown appears in the chart in Figure 1 below:

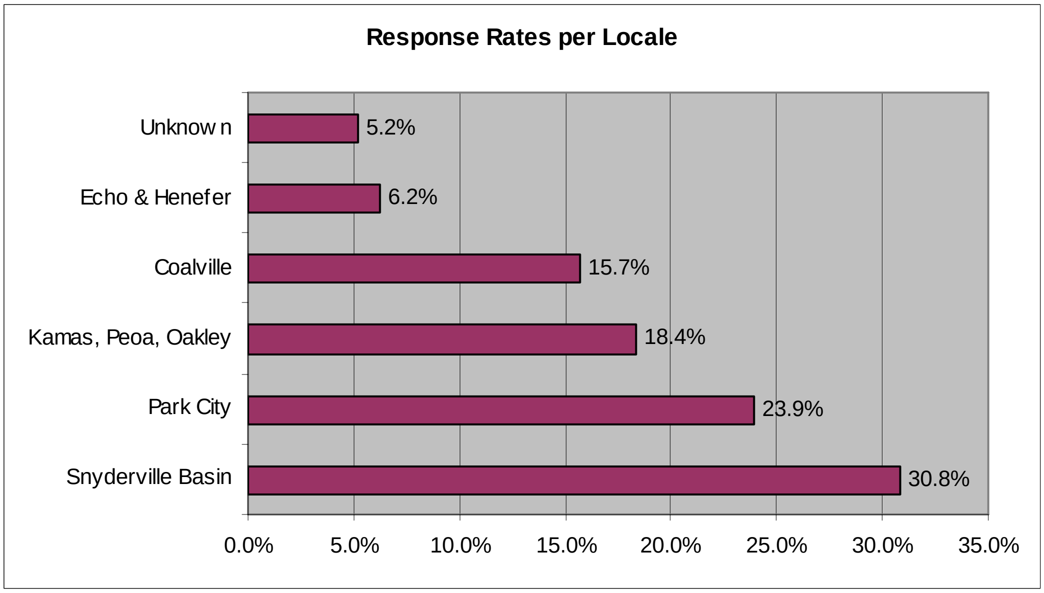


Figure 1

The majority of the respondents were age 60 and above (74% or 224 of 306). The breakdown of ages from Park City were very similar to the overall breakdown – the age 60 and above number for Park City is 73% of the total who answered that question. The pie chart in Figure 2 provides detail on the age breakdown of Park City respondents.

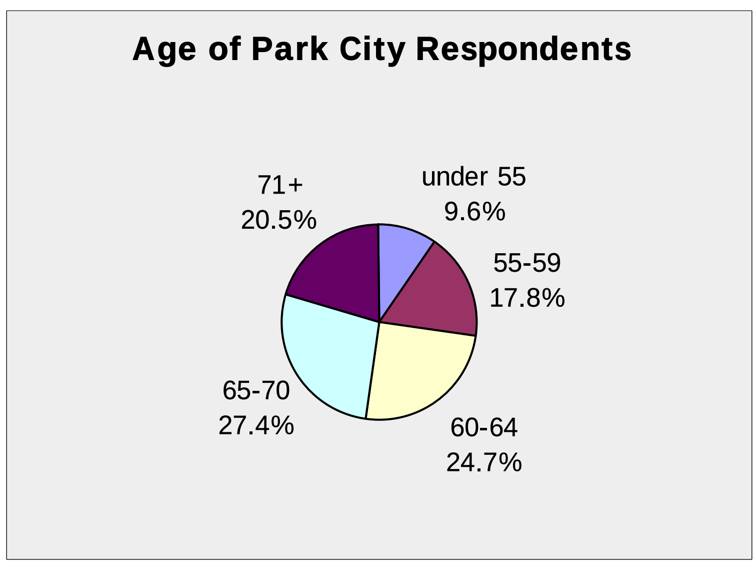


Figure 2

A total of 74 responses came from Park City and the following analysis will focus on those responses. These responses will also be put within the context of the entire sampling where it is helpful to the analysis.

Park City respondents were primarily full-time residents who own their homes. A very small percentage of respondents fell into one of the other living situation categories – see Figure 3 for the breakdown.

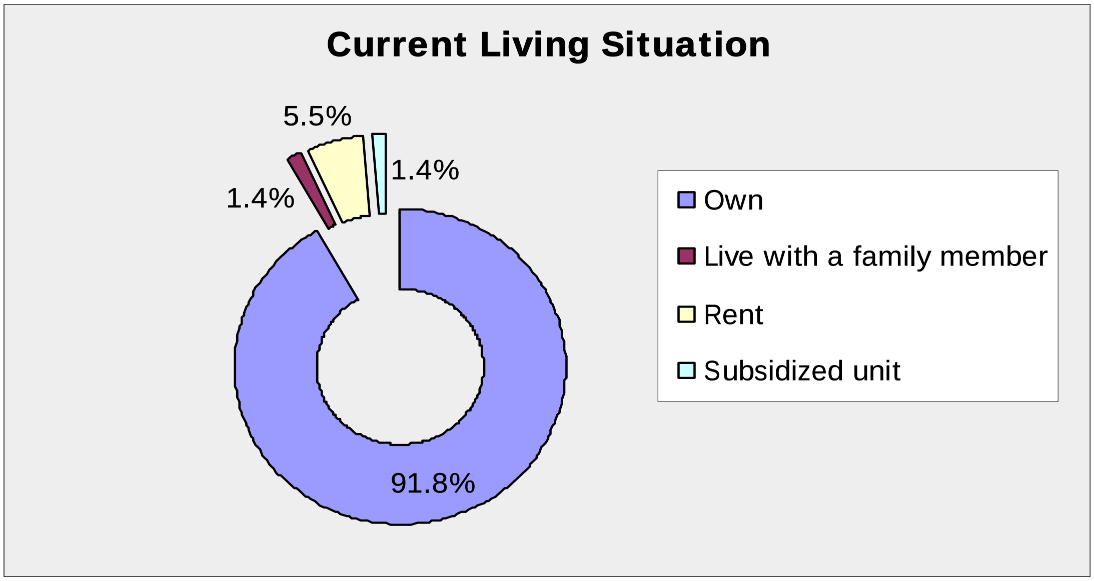


Figure 3

Analysis
Below are key survey findings.

- A total of five respondents (7%) are care-givers for someone in their household and indicated a need for better information about services for caregivers (see Figure 5 in addendum)
- A total of 9 respondents (13%) indicated that finding affordable housing was frequently or sometimes a problem. It is important to note that regionally, the response to these two items totaled 42 (15%) which leads staff to conclude that, although it is not at critical levels, a small number of affordable housing units for seniors might need to be included in future developments. (see Figure 6 in addendum)
- Information dissemination seems to be an unmet need. A total of 23 (32%) Park City respondents indicated that "Knowing where to turn for information on benefits/services for seniors" is a problem.
- A majority of the respondents are currently highly self-sufficient with little need for services that are typically available for senior populations. The exception is that on a monthly basis or on rare occasion respondents expressed a need for assistance with yard work and home maintenance, management of personal finances, housekeeping or household chores, and getting to appointments. (see Figure 7 in addendum)
- A variety of sources are currently used to access information about senior services and programs. In Park City, the most highly used sources are the internet, family and friends, phone book and newspaper. (see Figure 8 in addendum)
- An evaluation of services commonly available for senior populations, indicated that Park City respondents feel that the "important or very important" services in order of highest number of votes, are: transportation; recreational & exercise programs; home maintenance and repairs; and maintaining social ties. Most services listed were considered important or very important with the above mentioned items ranking the highest in importance. See Figure 9 in the addendum for details.
- A total of 27 (37%) respondents indicated that they would "definitely, probably, or were uncertain" about moving in the next five to ten years. (see Figure 4, next page) Most of these respondents indicated that a move was likely because of "snow and the difficulty in getting around" or "the need for smaller housing options".

- Of the full sample (all of Summit County), 65 (50% of those who answered the question) respondents indicated that they would have to move at some point to downsize to a smaller housing option. (see Figure 10 in addendum)
- A total of 30 (42%) Park City respondents indicated that it was "moderately or highly likely" that they will need an assisted living facility. And a total of 24 (42% of those that responded) felt that they would need to move to such an arrangement in the next five to ten years. These numbers are a pretty close match to the overall sample from Summit County: 37% (108 of the 292 that responded) were moderately or highly likely to need assisted living and 42% (94 of the 226 that responded) would need such an arrangement in 5 – 10 years.

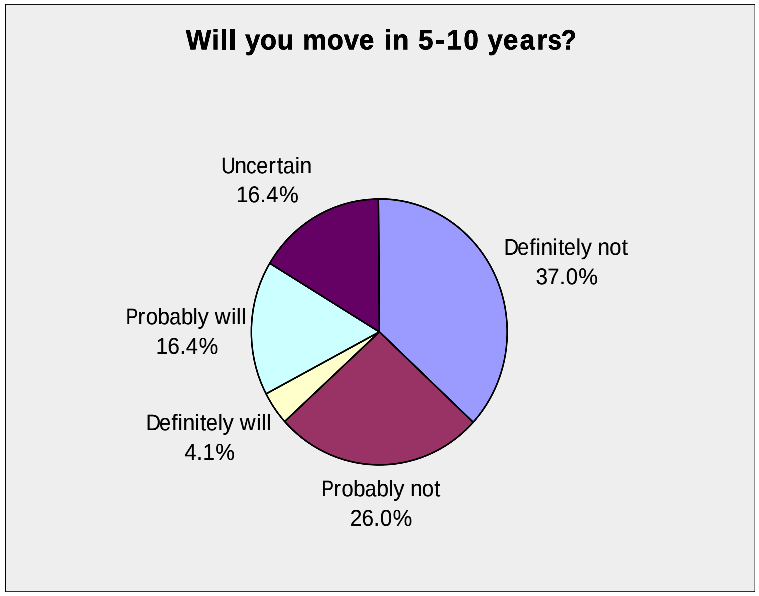


Figure 4

Based on these findings, staff has identified three key focus areas:

(1) the need for more information about current services;
(2) the need for a small number of "downsizing" options for seniors who want to remain in Park City, but no longer have the desire to maintain a full-size home; and
(3) the need for a small number of assisted living units in the next five to ten years. Those who expressed a current need for affordable housing options were quite small in number and can be met through the current pipeline of affordable & employee housing units coming on the market over the next 18 to 24 months.

There are several development projects in the works that can meet some or all of the housing needs expressed by survey respondents. A private developer is proposing to develop a senior housing and assisted living development near Gorgoza Park in Jeremy Ranch. Other private entities are also considering assisted-living facilities at locations that would be more likely to address the needs of Park City residents who would be more reticent to leave the immediate area. Staff will be seeking direction from Council at its January 11-12 Visioning Session regarding feasibility and design analysis for a small cottage department on City-owned land as part of the Lower Park Avenue RDA master planning process.

Staff is requesting Council direction on developing an inter-agency team including Summit County, Mountainlands Association of Governments, service providers and potential developers of senior housing and assisted living. The team would utilize the survey findings along with other available market studies as a basis to develop an integrated work plan to address the three key focus areas: 1) review current information distribution systems to determine gaps in information services and work together to fill those gaps; 2) review development plans and proposals for smaller housing units to ensure that there will be units appropriate for "downsizing" seniors; and 3) review plans and proposals for the development of assisted living facilities for appropriate scale and service levels for the projected needs of Park City's senior population as well as to guide the design and development process where applicable.

Department Review:
This report was reviewed by the Sustainability Department, the City Attorney and the City Manager**.**

Recommendation: Staff recommends that the Council discuss the Senior Survey outcomes and direct staff to proceed with an inter-agency work team.

Addendum
Supporting Data Charts

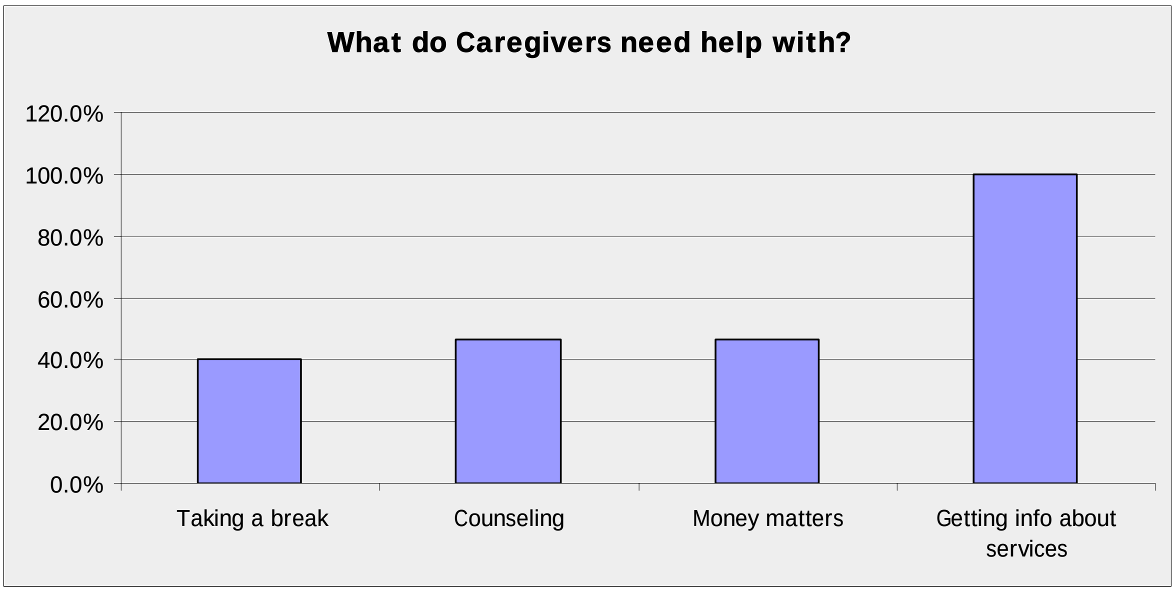


Figure 5

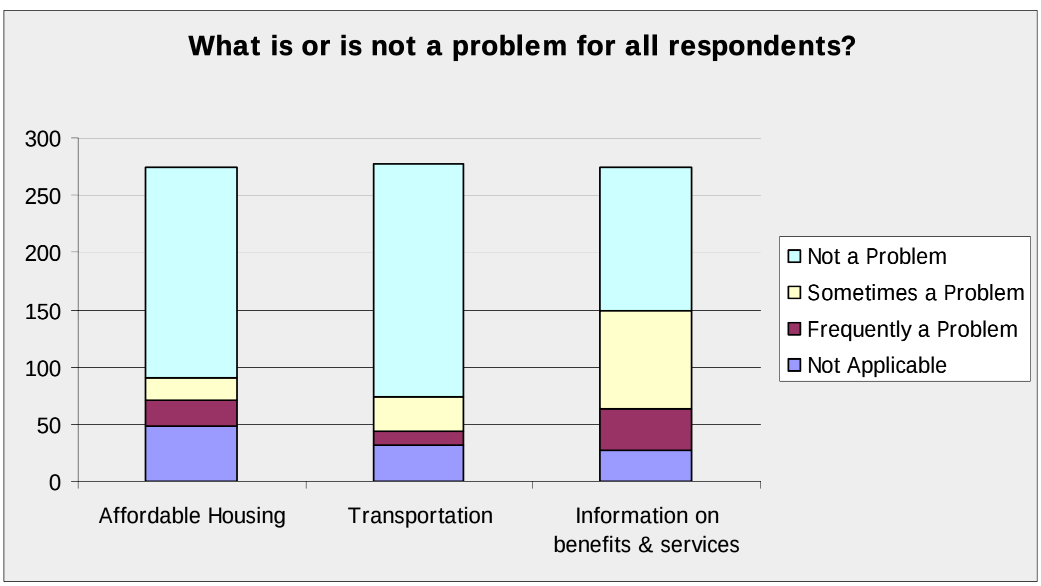
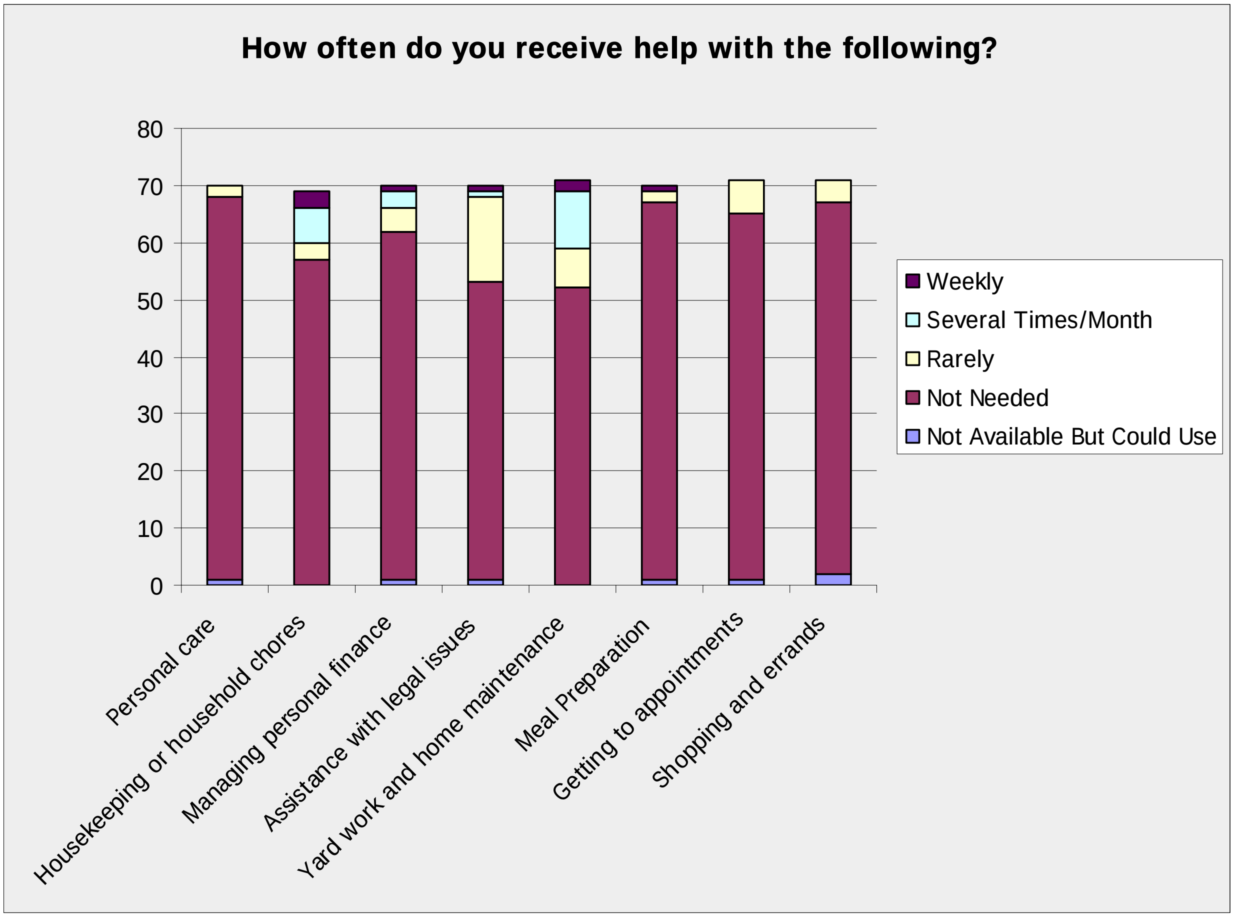


Figure 7

Figure 6



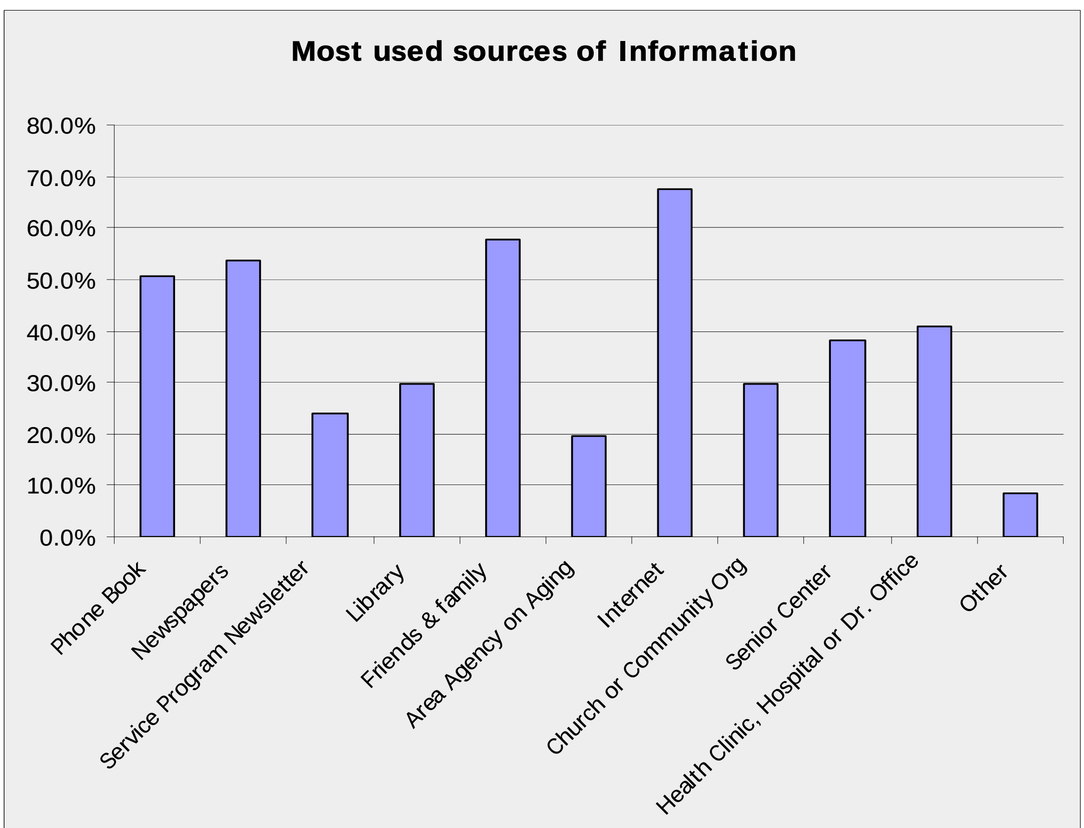


Figure 8

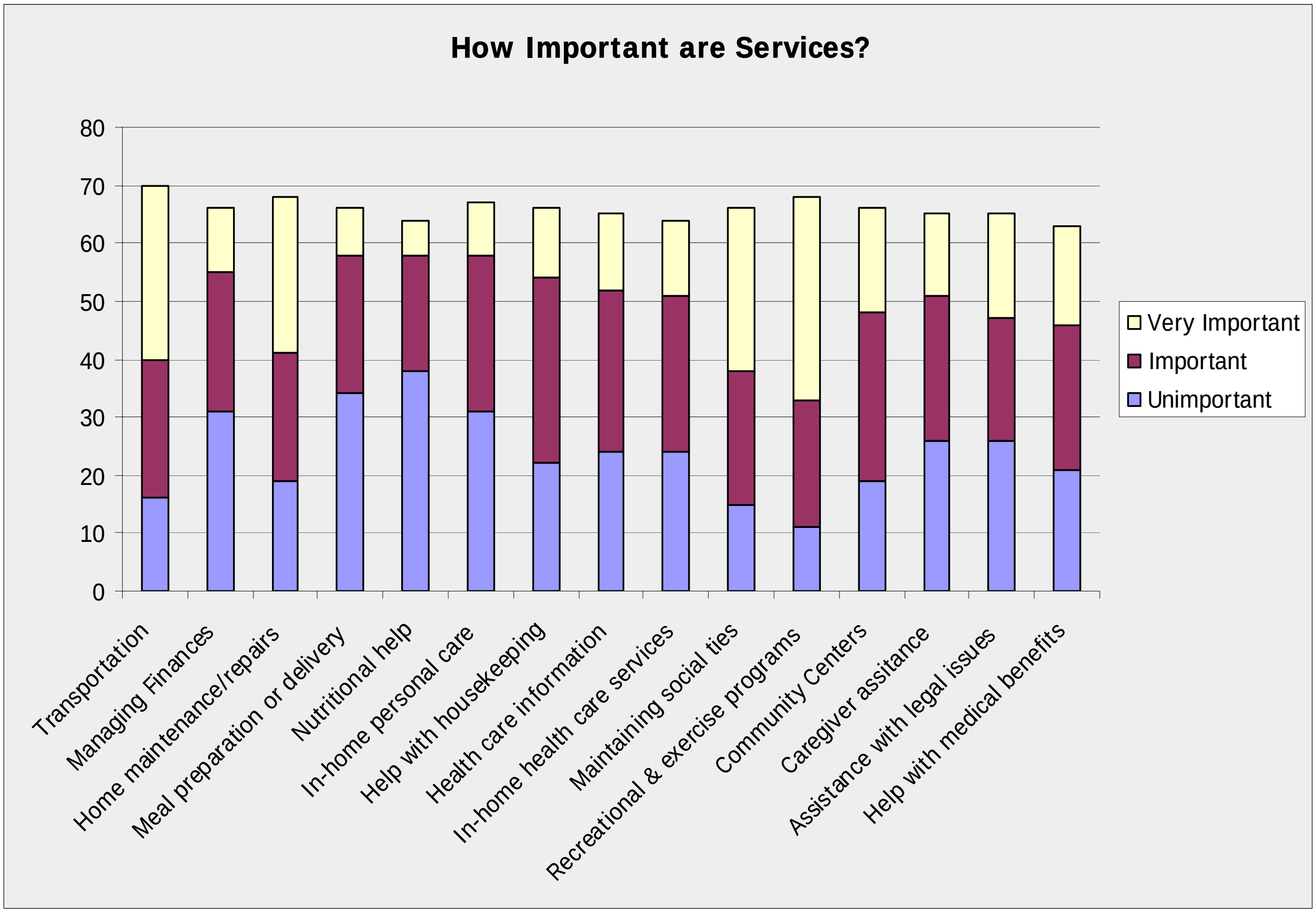


Figure 9

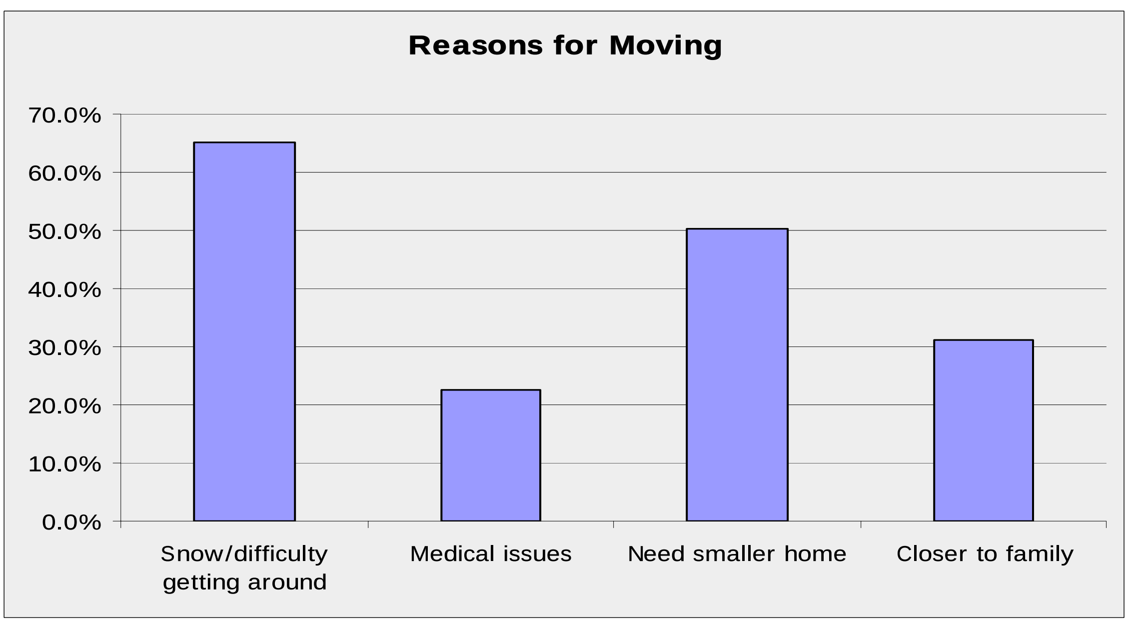


Figure 10

City Council Staff Report

Sustainability

Subject: Non-Discrimination in Housing and Employment Ordinances
Author: Phyllis Robinson
Department: Sustainability
Date: January 7, 2010
Type of Item: Legislative

Summary Recommendation: Staff recommends that the City Council discuss and approve the recommended scope of the potential non-discrimination ordinances and direct staff to proceed with community outreach prior to returning with draft ordinances.

Topic/Description: Potential non-discrimination ordinances

Background:
Park City is a community made up of a diverse citizenry and work force whose individual and collective efforts contribute to our city's successes. Discriminatory practices which impede the full social and economic participation of all members of our community harm individuals and hinder our social and economic progress.

Federal legislation and Utah state law currently prohibit discrimination in employment and housing based on race, color, sex, pregnancy, age (if 40 or older), religion, national origin, disability. Neither federal nor state law prohibits discrimination in employment or housing based upon sexual orientation or gender identity and expression. Park City Municipal Corporation, as an employer, has regulations in place to promote equal employment and advancement opportunities to all individuals based on job-related qualifications and ability to perform a job, without regard to "*age, sex, race, color, religion, creed, national origin, sexual orientation, disability, pregnancy, childbirth, pregnancy-related condition or marital status,*" and to maintain an environment free from intimidation and harassment based upon these grounds. Park City extends health care benefits to domestic partners without regard to gender.

In November 2009 the Park City Mayor and Council asked Staff to research the development of a non-discrimination ordinance that would bridge the gap in federal and state law, preventing harm to both the individual and the community caused by discriminatory practices based upon sexual orientation or gender identity and expression.

Staff is reviewing ordinances which build and rely upon more than two years of extensive research review, studies, community outreach and public comment conducted by the Salt Lake City Human Rights Commission, the Mayor's Office of Diversity and Human Rights (DHR), and Salt Lake City staff that provides factual confirmation of the harms caused by discriminatory practices.

Park City concurs with Salt Lake City rationale that every individual in the City has the "right to wok and earn wages through gainful employment" and that "every individual in the City has the right to seek housing" and that discriminatory practices negatively impact such rights.

Analysis:

Utah Code Section 10-8-84(1) grants Park City the power to "*provide for the safety"* of and to "*promote the prosperity . . . and comfort and convenience*" of "*the city and its inhabitants*." While it is difficult to quantify the effects of discrimination on individuals and the City's environment, a 2009 Salt Lake City Human Rights Commission Discrimination Report recognized that "there is a variety of medial, legal and social science research that indicates discrimination is harmful to individuals, groups, and their City environments."

Below are staff's recommendations on the scope, administration and enforcement of the proposed ordinances. The recommendations are based upon the Salt Lake City ordinance.

A. Recommended Scope of Ordinances

1. Employment Practices

- Hiring and firing decisions, compensation and other benefits of employment (but benefits for a person's domestic partner not required)
- Training programs
- Referrals
- Labor union membership
- Notices and advertisements unless on bona fide occupation qualifications or for security reasons.

Possible exemptions could include:

- Small employers (15 employees or fewer)
- Bona fide private member club (other than labor organization if tax exempt under Internal Revenue Code Section 501(c)

2. Housing and Public Accommodations Practices

- Sale and rental decisions
- Refusal to show
- Terms and conditions of sale or lease
- Financing
- Brokerage services
- Use of public accommodations or facilities

Possible exemptions could include:

- Sale or rental of single family dwelling **IF** owner
    - o Doesn't own four or more single family dwellings held for lease at the same time
    - o Has not sold two or more single family dwellings in the preceding 24 months AND
    - o Doesn't use services of broker, agent, or salesman for sale or rental of dwelling
- Rental of dwelling to be occupied by no more than four families **IF** owner live on the premises
- Rental of dwelling by private organization to members **IF**
    - o dwelling is owned for a purpose other than a commercial purpose **AND** rental is incidental to organization's primary purpose
- Rental of dwelling with rooms leased to persons of same sex not covered **IF** dwelling contains common kitchen, lavatory, and other facilities for use of occupants.
- Accommodations restricted to members and their guests

- Bona fide social, fraternal and political organizations if any profits from accommodations are solely for benefit of members

B. Exempted Parties

- Religious organizations
- United States government and its departments, agencies and other entities
- State of Utah and any of its agencies, departments, and other entities such as political subdivision, but Park City itself will be covered.

C. Administration and Enforcement

Under the Salt Lake City ordinance a complaint is filed with the City Administrator. The City Administrator is charged with reviewing, investigating, conciliating or adjudicating complaints. Staff recommends that complaints be referred to the City Manager or his designee who, after review and/or investigation, may seek conciliation between parties or refer the complaint to the City Attorney's Office, which will take the final steps to determine whether to file an action in Justice Court seeking a fine for offenses.

D. Level of Fines

Employment: Not more than $1,000 if over 50 employees and $500 if 50 employees or less.
Housing: Not more than $1,000 if manage/own over 20 units and $500 if 20 units or less.

E. Effective Date

Salt Lake City delayed their effective date until April, 2010. Staff recommends an effective date no earlier than July 1, 2010. This allows for notice to the public and additional resources, as necessary, to be identified and included in the City FY 2011 budget as this will be a new activity for the department(s) designated as "Administrator" and the City Attorney's Office.

Policy Direction

Staff is requesting City Council discussion and preliminary direction (subject to further public input) on each of the following key policy areas:

- Does Council concur with potential scope of the ordinances and possible exempted parties?
- Does Council concur with recommended administration and enforcement, including fine levels?
- Is there additional research and information Council would like to see prior to or concurrent with a proposed ordinance, such as the number of entities that would be exempt from compliance?
- Does Council agree with the recommended effective date?

Based upon Council direction, staff will conduct outreach with key stakeholders including, but not limited to, the Chamber of Commerce, Park City Board of Realtors and Historic Main Street Business Alliance to identify potential benefits or concerns. These identified benefits and/or concerns will be examined in the drafting of ordinances and presented to Council.

Significant Impacts: This will be a new activity for several departments and will have resource and budget implications. Budgetary and/or timing impacts on existing priorities will be analyzed and presented with this proposed ordinance.

Department Review: This report was reviewed by the City Attorney and the City Manager**.**

Recommendation: Staff recommends that the City Council discuss and approve the recommended scope of the potential non-discrimination ordinances and direct staff to proceed with community outreach prior to returning with draft ordinances.

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UT
DECEMBER 17, 2009

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

Tom Bakaly, City Manager; Mark Harrington, City Attorney, and Tyler Poulson, Sustainability Coordinator

1. Council questions/comments. Roger Harlan thanked staff for organizing the employee Christmas Party. He commented on the attributes of great leaders and humanitarians like Nelson Mandela and Mother Teresa and urged future council members to take the higher road, be genuine, and be true to themselves. Jim Hier stated that serving on the Council has been a significant and rewarding experience and commented on working with wonderful people. Liza Simpson also thanked the organizing committee for the City's Christmas Party. She spoke about attending the Planning Commission meeting where the Visioning Report was presented and suggestions made by members on some wording. Joe Kernan thanked Jim Hier for his work on CTAC and other contributions over the past six years and stated that he will miss Roger Harlan's kindness. Candace Erickson also commented on the success of the party. She spoke about Roger Harlan being her first mentor ten years ago when she joined the Council and his commitment to youth. She also enjoyed working with Jim Hier and will miss both of them. Mayor Williams reported that Evan Russack has resigned from the Planning Commission. He relayed that he will miss both Council members Roger Harlan and Jim Hier who should be proud to leave so many legacies to the community.

2. Municipal carbon reduction goal. Tyler Poulson explained that tonight the City's carbon reduction mitigation plan leading up to 2012 will be discussed. The change between 2007 and 2008 is a 7.9% increase mainly due to the Marsac Building migration and its impacts on building energy. The Water Department added a UV filtration system adding a significant electricity load to the system even though there was a net decrease in water usage by the community in 2008. The Streets Department used more vehicle fuel because of the demands of the huge 2008 snow year. As service levels increased in transit, so did fuel usage but ridership rose which represents a carbon offset.

Mr. Poulson clarified that the numbers reported for 2007 and 2008 for carbon emissions were quite a bit smaller and over the last couple of months staff reassessed the methodology and assumptions being used. The older reports reflect electricity emissions data based on electricity generated for the northwest region set by the EPA. It was ultimately decided to use Utah's electricity emissions factor which is over 100% larger which dramatically affects our numbers. He explained that staff tracks each building for energy and departments for fuel usage. The total change in cost for the two years is a $351,000 increase and $318,000 is attributed to vehicle fuel. An 18% increase in vehicle fuel prices were mostly related to diesel.

Staff used 2007 as a base line year because it was before the Marsac Building move and more representative of a normal year. It was also before the Johnson Control upgrades and 2007 was the initial year the carbon footprint was calculated. The base line year was forecasted to 2012 on a business as usual basis (BAU). Mr. Poulson relayed a number of demanding water projects coming on line and the vehicle forecast was based upon department interviews. Buildings, employee commutes, and solid waste generation are estimated to increase by 3%. He referred to a table listing the quantifiable carbon reduction items between 2007 and 2012 and pointed out action items already implemented, future projects, and additional actions that would help reach the 12% BAU goal recommended by staff. These additional items were suggested by individual departments based on what is feasible and what could be quantified. Mr. Poulson emphasized that the vehicle fuel section has changed since the last presentation and rather than providing line item details, the numbers are aggregated since they rely so heavily on behavior and unknown information, and are simply set at a 5% goal.

The implementation cost of the carbon reduction items is expected to be around $99,000 plus staff time before 2012, the annual amount of carbon savings will be just over 1,100 tons of CO^2, and the dollar savings from energy saving will be $136,000 per year. The net payback is nine months on these items. Mr. Poulson indicated that if Council directs staff to pursue a 12% carbon goal, these amounts will be budgeted as part of the upcoming budget process. He pointed out that since 2007; the carbon reduction plan represents a net reduction of 1,711 tons of carbon below where we would be based on BAU forecasts. The Utah greenhouse gas reduction goal is much more aggressive but more technology based than action driven. He again advised that staff is recommending the 12% below 2012 BAU forecast based on adoption of most of the items listed in Exhibit C in the staff report, and there is some flexibility in terms of future actions. Mr. Poulson stated that staff is trying to be as realistic and transparent about the forecasts as possible and emphasized the importance of sustainable progress.

Joe Kernan felt the 12% plan is a good step and believed developing technology is a key component to success and the timing of employing new technology is important in a changing industry. Mayor Williams agreed. Jim Hier reported that the Uniform Building Code Commission subcommittee will be meeting in January to evaluate the International Environmental Controls Code and he encouraged City participation.

Mr. Poulson continued to explain that staff is recommending Option B, outlined in the staff report, because there is value in setting a target now and budgeting for this effort. Ms. Simpson relayed her appreciation of approaching carbon reduction mitigation realistically and transparently. Members supported staff’s recommendation.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
DECEMBER 17, 2009

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, December 17, 2009. Members in attendance were Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Bob Kollar, Joint-Venture Special Events Manager; Jon Weidenhamer, Economic Development Manager; Diane Foster, Sustainability Manager; and Todd Touchard, Project Manager.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Mayor Williams welcomed Michael Kovacs, the new Assistant City Manager.

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

<u>MCHT thanks to Roger Harlan</u> – Scott Loomis, Mountainlands Community Housing Trust, commended City Council members for devoting their time to the community and applauded Jim Hier's service over the years. He stated that Roger Harlan has been MCHT's liaison for the past four years which has been a privilege and he presented him a certificate of appreciation from the Board of Directors.

Alex Butwinski, Council-elect member, thanked Roger Harlan and Jim Hier for their combined 26 years of service to Park City. We're a better place because of them.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF DECEMBER 3, 2009

Roger Harlan, "<u>I move approval of the work session notes and the minutes of the meeting of December 3, 2009</u>". Jim Hier seconded and Candace Erickson disclosed that she will not be voting as she was not in attendance. <u>Motion carried</u>.

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

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

Jim Hier pointed out that the CAFR is one of the most comprehensive financial documents produced by the City. Roger Harlan asked that Linda Tillson summarize the reciprocity borrowing plan which she did. Candace Erickson disclosed that her husband works for Stantec Consulting, but not in the water division. Jim Hier, "I move we approve Consent Agenda Items 1, 2 and 3". Roger Harlan seconded. Motion unanimously carried.

1. Consideration of acceptance of the City of Park City Comprehensive Annual Financial Report (CAFR) and Independent Auditor's Report for 2009 – See staff report.

2. Consideration of a Professional Service Agreement, in a form approved by the City Attorney, with Stantec Consulting Inc. for the construction engineering management and inspection of the Lower Silver Creek Raw Waterline Phase Project in an amount of $113,746 – See staff report.

3. Consideration of letter of intent for furthering reciprocity between Park City and Summit County Libraries – See staff report.

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

1. Consideration of Training Site Agreements between FIFA, US Soccer Association, and Park City for use of the Park City Sports Complex as on official training site as part of the US Bid Committee's proposal to host the 2018 or 2022 World Cup – Bob Kollar explained that FIFA is the international governmental body of soccer and owns the rights to host the World Cup, played every four years. FIFA is currently accepting bids to host the 2018 and 2022 World Cups and the United States is interested. As part of the process, US Soccer identified training sites and competition venues throughout the country to support the bid and needs commitments from those facilities. FIFA will announce who will be hosting the World Cup in one year and should the US be successful, they will form a local organizing committee which will negotiate with Park City again to enter into a training site use agreement, spelling out the areas of use, times, and other specifics. He explained that the agreement covers the worst case scenario with regard to improvements covered by the City, estimated at $515,000, some of which can be mitigated in the second step of entering into the use agreement. Monies have already been appropriated for some improvements and some items can be negotiated in good faith with the organizing committee.

Mr. Kollar believed that the effort has both quantitative and qualitative benefits. One of the goals of the Council was to promote Park City as a world-class, multi-season resort community and one of the ways to achieve this goal was to brand and market Park City as a high altitude training destination. Up to this point, Park City has had the US Men's and Women's National Soccer Teams train here as well as Real Salt Lake and others. He spoke about the training that took place in Park City for the All-Star Game where the community realized over $400,000 in revenues. The positive feedback from the teams like Everton was among the reasons Park City was contacted by US Soccer. Park City has a good reputation and being an official training site will bolster our reputation. Quantitatively, it drives a decent amount of revenue to the town in terms of food and lodging for the core delegation, friends, families and the media over 30 to 40 days conservatively estimated at $725,000.

Mr. Kollar acknowledged the costs attributed to the training site, including FIFA required improvements, but this is a two step process. Covered spectator seating, lighted field of play, security fencing, showers for the dressing rooms, etc. are items that can either be negotiated away or are already covered in appropriations. Tonight, the Council is considering the *cover* agreement while the latter use agreement spells out negotiated details. He didn't feel covered spectator seating will be required and felt that this is sort of a wish list for FIFA. Lighted field of play is certainly something that will have to be done but the project has been budgeted. Security fencing will have to be installed but can be addressed over the next nine years. He explained the current configuration of the dressing rooms and felt that they will be considered acceptable. The emergency power source and the field turf prep and additional labor will likely be the responsibility of the City.

Jon Weidenhamer explained that the approved budget for the fields is $2.2 million, including lights and improvements for the entire complex. If an item is not identified or funded already, staff does not believe the cost will be beyond $100,000 and could be addressed over nine years. Candace Erickson remarked on the number of demands made by FIFA and asked about other bidding cities. Bob Kollar explained that FIFA will select 18 competition venues and 64 training sites which will be narrowed down to 32 and it will make site visits next year. She pointed out that FIFA basically takes control for 40 days without concession and Mr. Kollar stated that this is very similar to dealing with the Olympic Committee. In the second step of the process in the use agreement negotiations, the exclusive use area will be narrowly defined and will be limited to the stadium field which will not affect local play and the rink can be used. Discussion ensued on staff maintaining the field. Mr. Kollar believed that Park City has a good chance because of its world class reputation. The Mayor invited public input; there was none.

Jim Hier, "I move we authorize the City Manager to enter into the Training Site Agreements between FIFA, US Soccer Association, and Park City for use of the Park City Sports Complex, as outlined in the staff report". Roger Harlan seconded. Motion unanimously carried.

2. Consideration of a Conservation Easement and Memorandum of Understanding for the Clissold/Quarry Mountain Property with Summit Land Conservancy, in a form approved by the City Attorney – Diane Foster explained that this is a joint action with Summit County who shares ownership with the City. The City can not prohibit hunting but a third party, Summit Land Conservancy, can and a memorandum of understanding specifically describes its role. The temporary closure of trails to protect wildlife during calving was discussed and agreed upon by both BOSAC and COSAC and the City and

the County would make the decision. If there is a question bout the validity of the temporary closure, an independent party could provide an opinion. Heinrich Deters added although this is a new concept for Park City, these are common land management practices in most resort communities. Diane Foster explained that a process for small scale renewable energy utilities are allowed like wind turbines and Matt Twombly spoke about receiving requests for hunting in Round Valley. The Mayor invited public input.

Linda Desimone, Quarry Mountain resident, stated that she voted for the open space bond issues for recreational reasons and has concerns about temporary closure of trails. The bond language didn't contemplate this but the wildlife issue has priority over recreation. Wildlife takes precedence over recreation in the document which could lead to wider restrictions. This is a change in direction from the intention of the open space bond and there is no documentation or evidence for the need to close a trail. The process for closing a trail is unclear and she urged Council to review the language and amend it.

Vince Desimone, 25 year Quarry Mountain resident, referred to voting for the open space bonds and recommended that before any trail closures occur that there be documented reasons given and the public have an opportunity to provide input. He asked what triggers will close and reopen trails. He alleged that the base line documentation contains many unsubstantiated statements and opinions which he does not believe are justified.

Cheryl Fox, Summit Lands Conservancy Executive Director, explained that the easement document permits trail closures, it doesn't mandate them. The easement is a collaborative effort between SLC, Summit County and Park City and the result of input from COSAC and BOSAC which are reflected in the document. Members from COSAC and BOSAC prioritized the conservation values as stated in the easement as follows, (1) open space and view shed, (2) wildlife habitat, and (3) trail uses. Ms. Fox spoke about wildlife documentation SLC has on file and if it is discovered through monitoring that the wildlife is disappearing, a study would be conducted to find the answer and the appropriate action taken, like temporarily closing a trail.

Jim Hier suggested holding a public hearing before closing a trail and Mark Harrington advised that there is nothing in the easement to preclude creating a policy. Cheryl Fox interjected that SLC is not the land owner and do not have the ability to close a trail; the City and County would have to jointly agree to close a trail. Jim Hier believed the easement should include clear language on a process for the City and the County. Roger Harlan brought up the potential for unreasonable delays because of scheduling conflicts when attempting to hold public hearings.

Cheryl Fox emphasized that the conservation easement protects public recreation also and just because it is the third priority does not mean it is unimportant. Recreation is still a protected use. She suggested that there be a memorandum of understanding between the County and the City as joint owners of the property and the Council agreed. Liza Simpson felt that if elk calving is observed, a trail may have to be closed but not all of them. Ms. Fox also brought up the possibility of a person being attacked by a calving female which is a safety factor to consider although this has not happened yet on Quarry Mountain and she hope it never does. Ms. Simpson explained that she would rather not involve elected officials about the closure and would rather have the City Manager, the County Manager and SLC decide on an action. It isn't to anyone's benefit to delay the issue and perhaps a process can be addressed in a MOU.

Joe Kernan felt that if some trails are closed others should be offered to offset the impact to trail users at all times. Ms. Fox explained the purpose of setting priorities. If it is the intent to keep trails open and available in all ways, shapes and forms regardless of the wildlife habitat, then the conservation easement needs to be rewritten. That is not the way it is currently drafted. Ms. Fox again emphasized that the easement merely permits a temporary trail closure. Matt Twombly directed members to the permitted uses outlined in the document. Ms. Fox explained that the road predates the conservation easement and provides uninterrupted access.

The Mayor felt that proceeding with a MOU will be adequate and does not recommend changing the language in the conservation easement. Because of growth and the construction of homes in Park Meadows and Quarry Mountain, the calving areas are limited and he agrees with Ms. Simpson that the process doesn't have to be complicated and lengthy.

Ms. Erickson believed that it makes more sense to continue the item to formulate a MOU and bring it back for a public hearing. Ms. Fox stated that SLC spoke with other residents in the neighborhood who were in favor of temporary trail closures to protect wildlife and both BOSAC and COSAC were strongly in favor of prioritizing wildlife habitat. SLC tried to garner a lot of points of view. Ms. Simpson agreed with Mr. Hier about moving forward with the conservation easement, especially in consideration that the conservation easement permits uses; expressed concerns can be addressed in the MOU. She asked that staff return with MOU language to be adopted at a meeting.

The Mayor requested a motion to approve with the caveat that the City, County and SLC agree on a MOU. Roger Harlan, "<u>I move that we approve a conservation easement and a memorandum of understanding for the Clissold/Quarry Mountain property with Summit Land Conservancy in a form approved by the City Attorney with the proposal that a MOU will be worked on and brought back to Council</u>". Jim Hier seconded. <u>Motion carried</u>.

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

3. <u>Consideration of an appeal of the recommendation for award of construction contract for the Lower Silver Creek Raw Waterline Project – appellants Silver Spur Construction</u> – Assistant City Attorney Kerry Gaines explained that all bids were received on this project on November 20, 2009. The lowest bid was submitted by Silver Spur Construction but the Water Department made the determination that its bid was not in compliance with the request and selected the next lowest bidder, BD Bush Excavating. On December 2, 2009, Silver Spur Construction filed a timely appeal protesting its bid rejection and the matter is before Council tonight. Ms. Gaines advised that the City is not bound to accept the lowest bid and has the discretion to reject any bid that is deemed as not responsive to the request for bids. The question to be decided by Council is whether to uphold the Water Department's determination that Silver Spur's bid was incompliant. Council has the opportunity to deliberate and deliver a determination tonight. She advised that City policy requires that the decision be memorialized in writing and relayed the time limits for speaking which all parties have stipulated to.

Mark Poulsen, attorney for Silver Spur Construction, pointed out that the project was bid with two alternatives, open trench and boring the water line. His client is $40,000 cheaper which represents a savings, and is insured and bonded. He felt that the issue deals with cost and fairness. He pointed out that BD Bush bid the open trench portion at $15,000 which is nearly $400,000 lower than Silver Spur. BD Bush won't do an open trench and it is an irregularity in its bid although the City could force performance of the work. The work proposal missing from Silver Spur's bid is the issue but five of the ten bidders did not include it and it is not identified on the check list for the proposal. The work plan is trivial, especially in consideration of the second bidder's proposal for the open trench alternative. Silver Spur's bid is responsive and valid. He urged Council to save the City $40,000 by awarding the bid to Silver Spur or enforce the open trench requirement and save the City $400,000. He reiterated his arguments noting that there may be a protest if Silver Spur is awarded the bid, but it will not delay the project. The bid request was ambiguous.

Joe Kernan asked for clarification on the $400,000 issue which Mr. Poulsen again explained and insisted that BD Bush will not do an open trench even though they bid on it and that is not fair.

Project Manager Todd Touchard acknowledged that staff was impressed that BD Bush would do the trench work for $400,000 less which was confirmed in a meeting. He understood the disparity to be that BD Bush has a different supplier and can accomplish the water treatment work for the $15,000 price. He discussed the dramatic requirement at EPAs direction to remove 10,000 to 12,000 cubic yards of soil making it more expensive than drilling. Drilling was chosen for a number of reasons. Characterizing the work plan as trivial worries him because staff finds it extremely important and he had reason to believe that Silver Spur talked with other submitting contractors before the bids were opened. For the benefit of Joe Kernan, Mr. Touchard described hauling costs in the event the Richardsons Flats depository could not be used.

Mr. Poulsen insisted that his client is the lowest responsive bidder and reworking the numbers after the bids were opened is not appropriate. There is ambiguity in the bid process that calls into question the fairness of the process itself. If Silver Spur is not awarded the bid, he suggested rebidding the project again because it was not fair,

Candace Erickson emphasized that the City bid two alternatives one for open trench and one for boring because the scope of environmental remedies were unknown and the City does not have to accept the lowest bid. Mr. Kernan asked for clarification on BD Bush's de-watering approach.

Brian Bush pointed out that every city has its own specific sets of rules and if a bidder misses any detail or if the bid is late, the bid is rejected. There is nothing trivial about missing a detail. Silver Spur, by signature, acknowledged that the bid document was read. Kerry Gains interjected that proceedings should follow the agreed-upon format for the hearing, the question should be answered and Mr. Bush described the system. He doesn't know how the other bidders based their costs but this is a relatively cheap system to operate.

Choosing to proceed with an alternative was discussed and Todd Touchard noted that if drilling fails, excavation will have to occur.

Silver Spur Project Manager Bill War expressed that the bid request was ambiguous.

Liza Simpson stated that no argument changes the fact that the bid package was incomplete. Skipping over a section of the plan that deals with hazardous materials is not trivial in her constituents' or her mind. Candace Erickson agreed that the bid submittal feel short and Jim Hier found no valid reason to reject the recommendation made by staff and consulting engineers.

Joe Kernan, "I move we deny the appeal by Silver Spur". Liza Simpson seconded. Motion unanimously carried.

4. Consideration of Construction Agreement, in a form approved by the City Attorney, with BD Bush Excavating for the construction of the Lower Silver Creek Raw Waterline for a lump sum amount of $1,943,821 – Jim Hier, "I move we direct the City Manager to execute a construction agreement in a form approved by the City Attorney, with BD Bush Excavating for the construction of the Lower Siler Creek Raw Waterline for a lump sum amount of $1,943,821". Roger Harlan seconded. Motion unanimously carried.

VII ADDITIONAL DISCUSSION – AGENDA ITEMS

VIII ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 3 p.m. Members in attendance were Mayor Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, Liza Simpson, and Council-elect Alex Butwinski and Cindy Matsumoto. Staff present was Tom Bakaly, City Manager; Tom Daley, Deputy City Attorney; Kathy Lundborg, Water Manager; Michael Kovacs, Assistant City Manager; Diane Foster, Sustainability Manager; Jon Weidenhamer, Economic Development Manager; Bret Howser, Budget Manager; and Mark Harrington, City Attorney. Joe Kernan, "I move to close the meeting to discuss property and litigation". Liza Simpson seconded. Motion carried unanimously. The meeting opened at approximately 4:50 p.m. Candace Erickson, "I move to open the meeting". Roger Harlan seconded. Motion unanimously carried.

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

Prepared by Janet M. Scott

Janet M. Scott, City Recorder

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UT
DECEMBER 10, 2009

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

Tom Bakaly, City Manager; Phyllis Robinson, Public Affairs Manager; Kent Cashel, Transportation Manager;

Ron Whaley, 819 Park Avenue; Danny Timken, Park Avenue resident; Jesse Shetler, Park Avenue business owner; John Trujillo, Davanza's Pizza; and Nick Hewlett, Utah Ski and Golf

1. Council questions/comments. Joe Kernan reported that the inter-agency task force met this week and the lobbyist shared by the City and the County was discussed to assist the School District with upcoming legislative issues. Liza Simpson thanked Phyllis Robinson and Rhoda Stauffer for organizing the affordable housing round table with lenders. The focus of the meeting was to examine deed restrictions as they relate to minimizing challenges to obtaining loans. Joe Kernan felt it possible to limit appreciation to 3%, protect the lender, and remove barriers for buyers. Candace Erickson stated that she was re-elected to serve on the ULCT legislative committee and reported on potential legislation. She commented on the success of the Christmas event at the rink last night which was very well attended and attending a party at the beautifully renovated High West Distillery.

Jim Hier discussed Summit County's participation at inter-agency meetings and hoped that Wasatch County will begin attending meetings. He thanked Cindy LoPiccolo for organizing a lunch with the election judges and relayed that the Leadership Class potluck was another nice event. Roger Harlan commented on the St. Regis grand opening. Jim Hier shared concerns expressed by Planning Commissioners regarding the height of the recreation building and encouraged the new council to pay attention to Commission deliberations. The Mayor reported on a meeting he attended on micro-hydro power as a renewable energy source and that a state-wide group will be meeting regularly on this technology.

2. Visioning debrief. Phyllis Robinson relayed that the report provides good information for the City and community organizations. She reported that 227 people attended community gatherings, 183 comment cards were collected, and 534 ideas, concerns or issues were identified. Four hundred and fifty interviews were held and 396 of those were one-on-one in-person interviews. There are a couple of ways to look at the information and she focused on frequency of response because the questions were open-ended and there were multiple responses to the same questions. She pointed out that the interview responses and the answers to the questions matched.

Skiing was the number one answer to the question of what brought people here but one out of two people stay here because of the community. Respondents like the way things are and too much change or growth is the reason one out of three people would leave. If they did leave, one-quarter would go back home to extended family or inexplicably go to Colorado. Responses show that we are very proud to have hosted the Olympics at 38.99%, but 46% indicated that their workforce is being pushed out of Park City. Two out of three said they hoped Park City would remain the same with a small town feel, sense of community and uniqueness. Some key elements emerged including the preservation of the natural environment, promoting balanced management of sustainable growth, preserving a strong sense of place, character, heritage, community, vitality and vibrancy, and supporting and promoting diversity and a diverse and sustainable economy. The quality of interaction is compromised when Park City gets too big.

Ms. Robinson discussed updating the General Plan and aligning it with community values and goals which will be discussed during the Visioning Session in January. The economic and environmental strategic plans will be integrated into a sustainability strategic plan. Visioning findings can be used as a tool to formulate programs and policies within the City and four elements emerged from the exercises including quality of life, economy, environment and equity. She spoke about people being attracted to our small historic town and the arts and cultural component. The third attraction identified is unparalleled property ownership opportunities acknowledging that the terminology is somewhat unclear. She felt that with ownership comes a group of amenities that aren't often found in a town this size, like excellent schools, health care, infrastructure and proximity to an international airport. Joe Kernan suggested replacing *opportunities* with *amenities*. She spoke about staff applying these values when making recommendations to Council.

Roger Harlan pointed out that responses did not seem to be driven by fear of the unknown like the community anxiety which occurred about the development of Flagstaff and hosting the Olympics years ago. Ms. Robinson again discussed an open-ended approach, free of issues or topics, and agreed that many people did not think the Olympics was a good idea at first but ultimately embraced the Games. The Mayor invited input.

Ruth Meisma, resident, felt the report findings should guide the General Plan. She questioned including the wording *unparalleled property ownership* and *incomparable* should be replaced with *all* arts and cultural. Park City is not known for its arts and culture like Paris, New York or Santé Fe, for instance. Park City's economic driver may change and she recommended using terms like winter and summer outdoor recreation rather than skiing. *Unparalleled property ownership* seems off track and wording like quality of life may be more appropriate. The Mayor thanked Ms. Meisma for participating in Community Visioning and for her comments.

Jim Hier felt it important to recognize that Park City is a world-class community which drives the largest component of our economy currently. Changes can be made as they occur.

3. Park Avenue parking regulations. Kent Cashel explained that the parking regulation issue deals with the area between Heber Avenue and 9th Street. If Council decides to change the regulations, formal action would be needed to amend the Code. Residents and businesses have been contacted but no formal noticing was done. He illustrated a map showing the street width changes ranging from 34 feet up to 40 feet. The segment of street at hand consists of about 50 parking spaces and approximately 24 residential units. Nine businesses and the Town Lift are located in this Park Avenue stretch. Mr. Cashel stated that there are two hour time limits to encourage turn-over and no overnight parking. There is currently no permit parking on Park Avenue and these regulations have been in effect since 1998. At that time, parking meters were installed but later removed and the two hour time limit was reinstated. He emphasized that the purpose of the regulations is to promote turn-over and discourage long-term parking. Traffic circulation is critical because it is a high volume street, including transit. Maintenance includes snow removal and street sweeping. Snow removal can not be planned but Park Avenue is swept two times a week and more if needed. He again emphasized the varying widths of the street and through illustration of a graphic, pointed out the challenges of negotiating the Town Lift corridor, especially for transit buses.

Kent Cashel noted that residences in the area are located in a transition zone between the A and C parking zones and are eligible to receive an A Permit, allowing overnight parking anywhere but Park Avenue, or a C Permit which allows access to overnight and long-term parking in either the Gateway or the China Bridge Garage. The two hour time limits do not apply north of 9th Street. Within the regulations, it is feasible to allow some overnight parking in the summer but not the winter and there are private parking options in the area. The off-street parking is heavily used and time limits are in place to support the businesses. He added that businesses have access to employee permits which allow them to parking for longer than four hours in the China Bridge Parking Structure. From an operational standpoint, it is important to keep regulations as simple as possible; the parking staff and police both monitor parking. Alternatives include keeping the regulations the same, allowing 2 a.m. to 6 a.m. parking, except Wednesdays and Fridays during the summer, allowing 2 a.m. to 6 a.m. parking during the summer, providing special parking exemptions for those who do not have off-street parking, and hybrids of the aforementioned. Mr. Cashel stated that staff's recommendation is to leave the current regulations in place because it provides turn-over, circulation, and a balance. Staff feels that reasonable accommodations have been made to residences and businesses. Although it is not perfect, the regulations work. He read an email into the record from Nancy Ellison of Destination Sports expressing opposition to creating more residential parking because of nimbyism.

Candace Erickson brought up the fact that many residential units have provided two parking spaces per unit as required by the LMC, and she is not inclined to provide additional off-street parking. Mr. Cashel advised that the parking code authorizes up to five permits per unit which she felt was excessive. The Mayor invited public input.

Ron Whaley, 819 Park Avenue, explained that he has been meeting with staff over the past seven months regarding his issue of having no off-street parking. He asserted that he is the only resident in the area between Park Avenue and Deer Valley Drive between Heber Avenue and 9th Street which is unbelievable in consideration of the high density in Old Town. He has lived at this address for 35 years. Mr. Whaley clarified that he is not asking to park overnight in the winter and spoke about being issued a Permit A sticker some ten years ago. After receiving parking tickets he visited with the parking staff about his unique situation of not being able to park in front or behind his house on Woodside. Staff agreed to waive tickets and during the summer he had 24 hour parking until two years ago. He returned to staff asking for his parking back and as far as he knows he is the only full-time resident in the area. It is odd that the City mandates parking and then allows the parking not to be used by charging for it, forcing an incredible demand on free parking. Mr. Whaley stated that his request is to consider giving him 24 hour summer parking and the forbearance of the two hour parking limitation in front of his house.

Danny Timken, 631 Park Avenue, complained about the parking signs being very confusing even to our Police Officers. He spoke about paying for five citations on behalf of his guests. The signs have to be fixed. He agreed that the Town Lift corridor is very narrow and prone to accidents and suggested that buses turn up 9th Street to Main Street rather than traveling this stretch of narrow roadway.

Jesse Shetler, Butcher's Chop House, expressed compassion for Mr. Whaley's situation and suggested just giving him a parking pass but supported staff's recommendation of leaving the parking regulations alone. He referred to Mr. Timken's suggestion of rerouting buses so they don't have to travel through the Park Avenue Town Lift corridor section.

John Trujillo, Davanza's Pizza, encouraged Council to leave the parking regulations alone. Some good ideas have been generated regarding the buses and he understood there have been discussions about one-way during Sundance which avoids two buses meeting. Perhaps this could be implemented on a seasonal or year-round basis.

Nick Hewlett, Utah Ski and Golf, suggested giving Mr. Whaley his pass but not changing the residential parking regulations because they have been working for 15 years.

Ms. Simpson asked about the regulations north of 9th Street on Park Avenue and Mr. Cashel explained that the same year-round no overnight parking restrictions exist on both sides of the street but there are no two hour time restrictions. The Code allows for creating a transition zone where the overnight restrictions could be lifted for residential permit holders. He believed that the no overnight parking restrictions on Park Avenue probably date back to when it was a state highway. Staff offered to create a transition zone between 9th and 10th Streets but this proposal did not meet Mr. Whaley's expectation. He pointed out that the level of maintenance here is not as intense as in the business district further south.

Candace Erickson pointed out the amount of time spent on Mr. Whaley's issue and hoped there could be a simple solution for one person and Mr. Cashel acknowledged that issuing an unrestricted permit may seem like the way to go but as soon as it is issued, others will want to be accommodated. Ms. Erickson argued that Mr. Whaley is an anomaly because he doesn't have any parking and this is truly a different situation. Mark Harrington expressed that this is where staff has struggled because Council has not delegated its authority to make this type of a decision but the Code can be amended to exempt certain situations which is what he recommends if Council grants Mr. Whaley his request. Staff has explored all appropriate options at this point and a Code change would be needed to act further on Mr. Whaley's behalf.

Ms. Simpson felt that providing permit parking between 9th and 10th Streets may benefit other Permit A holders and she suggested designating one side of the street for Permit A holders, allowing them to park overnight in the summer. She expressed concerns that if an exemption is created for Mr. Whaley, the number of cars may become another issue. Discussion ensued on allowing residents up to five parking passes and Mr. Cashel suggested limiting the number of cars by the number of off-street parking spaces associated with the property. Mr. Cashel emphasized that off-street parking is a privilege and not a given right. This is the first request and if granted, more will likely follow.

Joe Kernan felt that Mr. Timken's comments about confusing signs were pertinent and Mr. Cashel indicated he will follow-up immediately. In response to a question from Joe Kernan about adjudication, Kent Cashel explained that the fine for the first ticket is $3 which equates to what the person would have paid for parking. A citation can be appealed within 10 days of issuance and an independent adjudication officer reviews the information and makes a determination.   More often than not, the first ticket is waived but is kept on record. Mr. Kernan felt the idea of rerouting buses was worth exploring, although it doesn't necessarily address the parking issue. He was uncertain about the level of responsibility on the City's part with regard to Mr. Whaley's lack of parking on his property and pointed out that other neighbors have made expensive improvements to provide parking on their properties. He was unsure if Mr. Whaley has explored building parking on his property, perhaps a pad on Woodside Avenue, and discussed the situation on Sampson Avenue. Kent Cashel pointed out that parking on the downhill side of the street creates problems because snow is pushed in that direction. Mr. Kernan suggested that there may be some consideration given to properties that have retained their historic character in the future but without criteria in place, he supports staff's current recommendation.

Roger Harlan spoke about his experience driving a transit bus through the Town Lift corridor and indicated that he would be very reluctant to alter the bus routing system unless it is highly recommended by the Transportation Manager. He stated that he is willing to support a LMC amendment. Jim Hier agreed with Ms. Erickson about making a simple exception but also understands the potential ramifications going forward. He suggested allowing summer overnight parking north of 9th Street, acknowledging that this is not what Mr. Whaley requested. Liza Simpson stated that she really hates to create *the one permit for the one guy* because there will be more and she agrees with Mr. Hier about providing residents with Permit A stickers and designating one side of the street for overnight parking in the summer months north of 9th Street to whatever point is deemed safe. Kent Cashel clarified that there is no two hour limitation north of 9th Street and the permit would allow for overnight parking in the summer except for street sweeping.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
DECEMBER 10, 2009

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, December 10, 2009. Members in attendance were Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; and Cindy LoPiccolo, Senior City Recorder.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

None.

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

New website - Mike Sweeny, property and business owner, complimented City staff on the website upgrade, specifically getting City Council archived documents on line. Liza Simpson added that staff is working on installing Wi-Fi in the City Council Chambers.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF NOVEMBER 19, 2009

Candace Erickson stated that she submitted corrections to the City Recorder with regard to the spelling of some names, "I move approval of the minutes of November 19, 2009, as corrected". Jim Hier seconded. Motion unanimously carried.

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

Consideration of insurance placement for 2010 – Cindy LoPiccolo explained that the City places its insurance annually and referred to her staff report. Roger Harlan extended his appreciation of the work devoted to this project. Liza Simpson, "I move to authorize the insurance premium payments for public entity liability, workers compensation, property and crime insurance covering a one year period from January 1, 2010 to January 1, 2011, as outlined in the staff report". Roger Harlan seconded. Motion unanimously carried.

VI ADDITIONAL DISCUSSION – AGENDA ITEMS

None.

VII ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately p.m. Members in attendance were Mayor Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Staff present was Tom Bakaly, City Manager; and Mark Harrington, City Attorney.

Joe Kernan, "<u>I move to close the meeting to discuss property and litigation</u>". Candace Erickson seconded. <u>Motion carried unanimously</u>. The meeting opened at approximately 4:30 p.m. Jim Hier, "<u>I move to open the meeting</u>". Joe Kernan seconded. <u>Motion unanimously carried</u>.

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

Prepared by Janet M. Scott

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Janet M. Scott, City Recorder

PARK CITY REDEVELOPMENT AGENCY
SUMMIT COUNTY, UTAH
JUNE 18, 2008

I ROLL CALL

Chairman Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Library and Education Center on Thursday, June 18, 2009. Members in attendance were Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Staff present was Tom Bakaly, City Manager and Mark Harrington, City Attorney.

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

None.

III MINUTES OF MEETING OF FEBRUARY 12, 2009

Roger Harlan, "I move approval of the minutes of the meeting of February 12, 2009". Candace Erickson seconded. Motion unanimously carried.

IV NEW BUSINESS

Consideration of a Resolution adopting the Fiscal Year 2009 Revised Budget and the Fiscal Year 2010 Budget for the Park City Redevelopment Agency – The Chairman opened the public hearing; there were no comments and the public hearing was closed. Jim Hier, "I move we adopt a Resolution the Fiscal Year 2009 Budget and Fiscal Year 2010 Budget for the Park City Redevelopment Agency".

V ADJOURNMENT

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

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Prepared by Janet M. Scott, Secretary

PARK CITY MUNICIPAL BUILDING AUTHORITY
SUMMIT COUNTY, UTAH
JUNE 18, 2009

I ROLL CALL

Chairman Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Library and Education Center on Thursday, June 18, 2009. Members in attendance were Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Staff present was Tom Bakaly, City Manager and Mark Harrington, City Attorney.

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

None.

III MINUTES OF MEETING OF JANUARY 8, 2009

Joe Kernan, "I move we approve the mintues of January 8, 2009". Jim Hier seconded. Motion unanimously carried.

IV NEW BUSINESS

Consideration of a Resolution adopting the Park City Municipal Building Authority Revised Budget for Fiscal Year 2009 and the Budget for Fiscal Year 2010 - The Chairman opened the public hearing and there were no comments from the audience. The hearing was closed. Jim Hier, "I move we approve a Resoluton adopting the Park City Municipal Building Authority revised budget for Fiscal Year 2009 and the Budget for Fiscal Year 2010". Candace Erickson seconded. Motion unanimously carried.

V ADJOURNMENT

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

____
Prepared by Janet M. Scott, Secretary

PARK CITY WATER SERVICE DISTRICT MEETING
SUMMIT COUNTY, UTAH
JANUARY 8, 2009

I ROLL CALL

Chairman Dana Williams called the regular meeting of the Water Service District to order at approximately 7:15 p.m. at the Library and Education Center on Thursday, January 8, 2009. Members in attendance were Dana Williams, Candace Erickson, Roger Harlan, Jim Hier, Joe Kernan, and Liza Simpson. Staff present was Tom Bakaly, Executive Director and Mark Harrington, City Attorney.

II PUBLIC INPUT

None.

III MINUTES OF MEETING OF JANUARY 10, 2008

Joe Kernan, "I move approval of the minutes of January 10, 2008". Jim Hier seconded. Motion unanimously carried.

IV CONSENT AGENDA

Resolution establishing a regular meeting date, time, and location for 2009 meetings and appointing officers of the Board of Directors of the Park City Water Service District – Jim Hir, "I move approval of the Resolution". Joe Kernan seconded. Motion unanimously carried.

V ADJOURNMENT

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

Prepared by Janet M. Scott

____
Janet M. Scott, Secretary

City Council
Staff Report

Subject:	**2010 Water Revenue Bond Parameters Resolution**
Author:	**Jed Briggs**
Department:	**Budget, Debt, & Grants**
Date:	**Jan. 7, 2010**
Type of Item:	**Legislative**

Summary Recommendations:
Staff recommends that Council approve the attached parameters resolution related to the proposed Series 2010 Water Revenue bond issuance for a water rights purchase and water delivery agreement.

Topic/Description:
Water Revenue Bond Parameters Resolution

Background:
Park City Municipal Corporation (City) and Jordanelle Special Service District (JSSD) entered into a Water Supply Agreement in 2002 stating that JSSD would deliver 1000 acre feet of culinary water per year to Park City according to the terms and conditions of that agreement. This included a lease agreement for a 20-year term that included a 4% annual escalator of payment. Currently, the payment this year would be $986,948.83, which is budgeted as a Water Fund operations expense. On the 20th year, the annual payment to JSSD would be $1,580,136.88.

Analysis:
Staff has negotiated an Agreement to purchase the water right associated with the Ontario Drain Tunnel water that the City receives from JSSD under the current lease. The purchase price is based on the current annual lease payment ($986,948.83) times the remaining 13 years of the current 20-year lease; totaling $12,830,334.85. The 4% escalator for the remaining 13 years of the lease is not applied in calculating the total.

A down payment on the purchase price of $986,948.83 will be paid by Park City before January 8, 2010. The remaining balance of $11,843,386.02 shall be paid by Park City within sixty (60) days of the date of execution of the water right purchase agreement. When the balance of the purchase price is paid, JSSD shall deliver a warranty deed to Park City conveying the Water Right.

Thus, in order to finance the acquisition of the water right to be used in the water system of the City, Staff proposes to issue not more than $13,000,000 of water revenue bonds.

The attached parameters resolution sets the parameters of the bond issuance and initiates the process of public notice. The resolution sets the maximum issuance amount at $13 million and defines the project as follows:

> The City intends to issue the Bonds for the purpose of (1) financing the costs of acquisition of certain water rights to be used in the water system of the City, and related improvements and facilities (the "Project"), (2) funding reserves and (3) paying the costs incurred in connection with the issuance and sale of the Bonds.

The resolution also establishes the format for public notice, which should be published in the Park Record on Jan. 9, 2010, and Jan. 13, 2010. The public notice will announce a public hearing to be held on Jan 28, 2010, and will initiate a 30 day period in which interested parties may contest the legality of the resolution or the bonds.

The resolution also establishes maximum terms of 7% interest, 20 years, and 1% discount from par. These terms are intentionally set high to allow flexibility in the bond structure.

Staff anticipates pricing the bonds and bringing a final bond resolution before Council on Jan. 28. In the event that Council passes the final bond resolution on this date, staff would proceed with the bond closing sometime later in February.

This proposed debt was not included in the Water Fund financial models that were presented to Council last fiscal year. However, the current water lease payments are included in the Water Fund budget. The budget from the water lease payments would be used to cover the new debt payments, (i.e., capitalizing the payment of water usage) making it zero sum. This would not worsen the Fund's debt ratio, since the operating expenditures for the Water Fund would stay the same or even decrease. Therefore, the City would not anticipate having to adjust the scheduled rate increases as outlined in the financial model.

Department Review:
Budget, Debt & Grants; City Manager; Legal; Water

Alternatives:

A. Approve:
Staff recommends approving the attached parameters resolution related to the proposed Series 2010 water revenue bond issuance.

B. Deny:
So doing could impact the timing and funding of the project and purchase.

C. Modify:
Staff does not recommend modifying the resolution as the terms as written are favorable to Park City.

D. Continue the Item:
This may impact the timing of the project and purchase.

E. Do Nothing:

This would have a similar impact as B. Also, given JSSD's interests, the City Council should decide whether or not Park City should go forward with the bond issuance and purchase of the water right.

Significant Impacts:

The parameters resolution is the first step in initiating a bond issuance. This bond issuance is not anticipated in the FY 2010 budget; however, current operating expenditures would be used to cover the new debt payments. The funding would allow staff to continue with the current timing of the project.

Consequences of not taking the recommended action:

The identified water infrastructure projects could be delayed until Council decides to move forward with the bond issuance or identify alternate funding sources.

Recommendation:

Staff recommends that Council approve the attached parameters resolution related to the proposed Series 2010 water revenue bond issuance.

Attachments:

A – Parameters Resolution

RESOLUTION NO. ________

A RESOLUTION PROVIDING FOR THE ACQUISITION, CONSTRUCTION AND COMPLETION OF IMPROVEMENTS TO THE WATER SYSTEM OF PARK CITY, UTAH, INCLUDING THE ACQUISITION OF CERTAIN WATER RIGHTS; DECLARING THE INTENTION TO ISSUE THE CITY'S WATER REVENUE BONDS IN ONE OR MORE SERIES IN A TOTAL PRINCIPAL AMOUNT NOT EXCEEDING $13,000,000; DIRECTING THE PUBLICATION OF A NOTICE OF BONDS TO BE ISSUED; PROVIDING FOR THE HOLDING OF A PUBLIC HEARING AND THE PUBLICATION OF A NOTICE OF PUBLIC HEARING; EXPRESSING OFFICIAL INTENT REGARDING CERTAIN CAPITAL EXPENDITURES TO BE REIMBURSED FROM THE PROCEEDS OF SUCH REVENUE BONDS; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE THAT THE BONDS MAY BEAR AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; AND RELATED MATTERS.

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WHEREAS, Park City, Utah (the *"City"*) desires to undertake the acquisition, construction and completion of improvements to the water system of the City, including the acquisition and financing of certain water rights, and related improvements and facilities (collectively, the *"Project"*); and

WHEREAS, the City has determined that it would be in furtherance of its public purposes to issue not more than $13,000,000 of water revenue bonds (the *"Bonds"*) to (i) finance the cost of the Project, (ii) fund reserves and (iii) pay certain costs associated with the issuance of the Bonds; and

WHEREAS, Section 11-14-318 of the Utah Code requires that a public hearing be held to receive input from the public with respect to the issuance of the Bonds and the potential economic impact that the Project will have on the private sector and that notice of such public hearing be given as provided by law, and the City desires to cause the publication of such a notice; and

WHEREAS, Section 11-14-316, Utah Code Annotated 1953, as amended, provides for the publication of a Notice of Bonds to be Issued and the City Council of the City (the *"City Council"*) desires to publish such a Notice of Bonds to be Issued at this time in compliance with said section with respect to said Bonds; and

WHEREAS the expenditures relating to the Project (the *"Expenditures"*) (i) have been paid from the City's Water Fund (the *"Fund"*) within sixty days prior to the passage of this Resolution or (ii) will be paid from the Fund on or after the passage of this Resolution;

NOW, THEREFORE, be it and it is hereby resolved by the City Council of Park City, Utah, as follows:

Section 1. The Board hereby finds and determines that it is in the best interests of the residents of the City for the City to issue not more than $13,000,000 aggregate principal amount of its water revenue bonds (the *"Bonds"*), to bear interest at a rate or rates of not to exceed seven percent (7.00%) per annum, to mature in not more than twenty (20) years from their date or dates, and to be sold at a discount from par of not to exceed one percent (1.00%), pursuant to the provisions of (1) a General Trust Indenture (the *"General Indenture"*), as amended and supplemented, between the City and Zions First National Bank (the *"Trustee"*), a copy of which is attached as *Exhibit A*, (2) one or more Supplemental Trust Indentures, between the City and the Trustee, supplementing the General Indenture (the *"Supplemental Indentures"*), a draft of which is attached as *Exhibit B*, and (3) a bond resolution or resolutions (the *"Bond Resolutions"*) to be adopted by the City Council at a future date or dates, a draft of which is attached as *Exhibit C*, and the City Council hereby declares its intention to issue the Bonds according to the provisions of this Section. The Bonds are to be issued for the purpose of (a) financing the cost of the Project, (b) funding reserves and (c) paying certain costs relating to the issuance of the Bonds.

Section 2. The City Council hereby authorizes and approves the issuance and sale of the Bonds pursuant to the provisions of this Resolution, the General Indenture, the Supplemental Indentures and the Bond Resolutions; *provided* that the principal amount, interest rate or rates, maturity or maturities, and discount shall not exceed the maximums set forth in Section 1 hereof.

Section 3. The Supplemental Indentures and the Bond Resolutions in substantially the forms presented at this meeting and attached hereto as *Exhibits B* and *C*, respectively, with such changes, omissions, insertions and revisions as the Mayor shall deem advisable, are hereby authorized and approved.

Section 4. In satisfaction of the requirements of Section 11-14-318 of the Local Government Bonding Act, a public hearing shall be held by the City on Thursday, January 28, 2010, at 6:00 p.m., at 445 Marsac Avenue, Park City, Utah, to receive input from the public with respect to the issuance by the City of the Bonds for the purposes set forth in Section 1 hereof and the potential economic impact of the Project on the private sector.

Section 5. The City Recorder shall cause the "Notice of Public Hearing," in substantially the form attached hereto as *Exhibit D*, to be published (a) once each week for two consecutive weeks in *The Park Record*, a newspaper of general circulation in the City, with the first publication being at least 14 days prior to the date set for the public hearing and (b) on the Utah Public Notice Website no less than 14 days before the public hearing described in Section 8.

Section 6. In accordance with the provisions of Section 11-14-316, Utah Code Annotated 1953, as amended, the City Recorder shall cause the following *"Notice of Bonds to be Issued"* to be published one time in *The Park Record*, a newspaper of general circulation in the City, and shall cause a copy of this Resolution, together with the exhibits thereto, to be kept on file in her office for public examination during the regular business hours of the City Recorder for at least thirty days after the date of such publication. The *"Notice of Bonds to be Issued"* shall be in substantially the following form:

NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of Section 11-14-316, Utah Code Annotated 1953, as amended, that on January 7, 2010, the City Council of Park City, Utah (the *"City"*), adopted a resolution (the *"Resolution"*) in which it authorized and approved the issuance of the City's water revenue bonds in one or more series (the *"Bonds"*) in an aggregate principal amount of not to exceed $13,000,000, to mature in not more than twenty years from their date or dates, to bear interest at a rate or rates not to exceed seven percent per annum, and to be sold at a discount from par of not to exceed one percent.

The Bonds are to be issued and sold by the City pursuant to (1) the Resolution, (2) a resolution or resolutions to be adopted at a future date or dates (the *"Bond Resolutions"*), (3) a General Trust Indenture between the City and Zions First National Bank (the *"Trustee"*), and (4) one or more Supplemental Trust Indentures between the City and the Trustee, supplementing the General Trust Indenture. The Supplemental Trust Indentures will be executed and delivered and the Bond Resolutions will be adopted by the City Council at a future date or dates prior to the issuance of the Bonds in substantially the form attached to the Resolution, with such changes thereto as shall be approved by the City Council, *provided* that the principal amount, interest rate or rates, maturity or maturities and discount will not exceed the maximums set forth above.

The Bonds are to be issued for the purpose of (a) financing the costs of the acquisition, construction and completion of improvements to the water system of the City, including the acquisition of certain water rights, and related improvements and facilities , (b) funding reserves and (c) paying certain costs relating to the issuance of the Bonds, all as set forth in the Resolution, the Bond Resolutions, the General Trust Indenture and the Supplemental Trust Indentures.

A copy of the Resolution (including a copy of the General Trust Indenture and drafts of a Supplemental Trust Indenture and a Bond Resolution) is on file in the office of the City Recorder, located at 445 Marsac Avenue, in Park City, Utah, where it may be examined during regular business hours of the City Recorder from 8:00 A.M. to 5:00 P.M. Said Resolution (including a copy of the General Trust Indenture and drafts of a Supplemental Trust Indenture and a Bond Resolution) shall be so available for inspection for a period of at least thirty (30) days from and after the date of the publication of this notice.

NOTICE IS FURTHER GIVEN that pursuant to law for a period of thirty days from and after the date of the publication of this notice, any person in interest shall have the right to contest the legality of the above-described Resolution (including the Bond Resolutions, the General Trust Indenture and the Supplemental Trust Indentures) of the City Council of Park City, Utah, or the Bonds or any provisions made for the security and payment of the Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality or legality thereof for any cause.

DATED this 7th day of January, 2010.

PARK CITY, UTAH

By ____________________________________
City Recorder

Section 5. For the purpose of satisfying certain requirements under the Internal Revenue Code of 1986, the City reasonably expects to reimburse the Expenditures with the proceeds of the Bonds to be issued in the maximum principal amount of $13,000,000.

Section 6. All proceedings, resolutions and actions of the City and its officers taken in connection with the sale and issuance of the Bonds are hereby ratified, confirmed and approved.

Section 7. It is hereby declared that all parts of this Resolution are severable, and if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining provisions, paragraphs, clauses or provisions of this Resolution.

Section 8. All resolutions, orders and regulations or parts thereof heretofore adopted or passed that are in conflict with any of the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

Section 9. This Resolution shall be in full force and effect immediately upon its adoption.

PASSED and APPROVED by the City Council and the Mayor of Park City, Utah, this 7th day of January, 2010.

PARK CITY, UTAH

By______________________________
Mayor

[SEAL]

ATTEST AND COUNTERSIGN:

By______________________________
City Recorder

APPROVED AS TO FORM:

By ______________________________
City Attorney

EXHIBIT A

[ATTACH GENERAL INDENTURE OF TRUST]

EXHIBIT B

[ATTACH FORM OFFOURTH SUPPLEMENTAL INDENTURE OF TRUST]

EXHIBIT C

[ATTACH FORM OF BOND RESOLUTION]

EXHIBIT D

NOTICE OF PUBLIC HEARING — PARK CITY, UTAH

PUBLIC NOTICE IS HEREBY GIVEN that on January 28, 2010, the City Council (the *"City Council"*) of Park City, Utah (the *"City"*) will hold and conduct a public hearing to receive input from the public with respect to the issuance of water revenue bonds (the *"Bonds"*) and the potential economic impact that the improvement, facility, or property for which the bonds pay all or part of the cost will have on the private sector, pursuant to Section 11-14-318 of the Utah Code Annotated 1953, as amended.

<u>PURPOSE FOR THE ISSUANCE OF THE BONDS</u>

The City intends to issue the Bonds for the purpose of (1) financing the costs of the acquisition, construction and completion of improvements to the water system of the City, including the acquisition of certain water rights, and related improvements and facilities (the *"Project"*), (2) funding reserves and (3) paying the costs incurred in connection with the issuance and sale of the Bonds.

<u>MAXIMUM PRINCIPAL AMOUNT OF THE BONDS</u>

The City intends to issue the Bonds in an amount not to exceed $13,000,000.

<u>THE TAXES, IF ANY, PROPOSED TO BE PLEDGED</u>

The City will not pledge any taxes of the City for the payment of the Bonds. Instead, the City will pledge, pursuant to a General Trust Indenture, dated as of December 1, 2002, the revenues attributable to the City's water system for the payment of the Bonds.

<u>TIME, PLACE AND LOCATION OF PUBLIC HEARING</u>

The City will hold and conduct a public hearing during a public meeting that is to begin at 6:00 p.m. on January 28, 2010. The public hearing will be held at 445 Marsac Avenue, in Park City, Utah. All members of the public are invited to attend and participate in the public hearing. Prior to the public hearing, written comments may be submitted to the City, to the attention of the City Recorder, 445 Marsac Avenue, Park City, Utah 84060.

DATED this 7th day of January, 2010.

PARK CITY, UTAH

By ______________________________
City Recorder

City Council Staff Report

Author: Heinrich Deters, Matt Twombly
Subject: Holiday Ranch Loop Pathway Project Professional Service Provider contract award
Date: January 7, 2010
Type of Item: Administrative - Award of Contract

Sustainability

Summary Recommendation –
Authorize The City Manager to enter into a service provider agreement with Alliance Engineering, Inc., for the Holiday Ranch Loop Rd. Pathway project in the amount of $85,500 in a form approved by the City Attorney.

Topic: Holiday Ranch Loop Pathway Project Professional Service Provider contract.

Background:
The Walking and Biking Liaison Committee (WALC) identified the Holiday Ranch Loop Project as a priority for completion in 2010. The WALC committee recommended the project to include a narrowing of the roadway with new rolled gutter, an 8' multi-use path along the South and East side of Holiday Ranch Loop Rd from SR-224 to Little Kate Rd, and traffic calming measures. Similar to the Little Kate project this project will provide additional drainage, roto-milling and repaving of the entire roadway due to the narrowing of the road and possible traffic calming solutions. Staff and the design team will also look at an enhanced crossing at the McLeod Creek Trail. The project budget as identified by WALC is $922,000.

The Request for Proposals were advertised on October 14th and 17th, 2009 in the Park Record and October 15th and 16th in the Salt Lake Tribune. Additionally, the RFP was posted on the City's website.

A selection committee included the following participants:
Jonathan Weidenhamer – Economic Development Manager
Heinrich Deters- Trails Coordinator
Matt Twombly – Project Manager
Pace Erickson- Public Works Operations Manager
Troy Dayley –Streets
Matt Cassel – City Engineer
Todd Touchard – Water Dept.

There were fourteen firms who responded and their cost proposals are as follows:

Alliance Engineering	**$85,500**
PEPG Engineers	$79,862
Jack Johnson	$104,520

Horrock's Engineers	$62,934
Aspen Engineering	$154,940
Nolte Engineering	$116,969
Berg Engineering	$27,333
Alta Engineering	$66,750
Ward Engineers	$99,981
IBI Group	$93,500
HDR	$289,000
Sunrise Engineering	$90,989
CRS	$61,109
Jackson Engineers	$128,771

Analysis:

Selection of the consulting firm was based on the following criteria:

1. Experience with Roadway design, engineering and consulting services to municipalities.
2. Ability to be responsive and available to City Staff and the affected neighborhoods.
3. Cost Effectiveness in providing the desired services/product.
4. Traffic Calming, irrigation line, technical review of project aspects.
5. Overall design and completion of the RFP.
6. Consistent with City policy, subject to federal, state and local procurement laws, that Park City Municipal Corporation will make reasonable attempts to support Park City business by purchasing goods and services through local vendors and service providers.

The selection committee met on November 24, 2009 and determined that Alliance Engineering and Jack Johnson were the most qualified and responsive so both firms were invited to a short list interview. The interviews occurred on December 4, 2009, whereas Alliance Engineering was selected. Alliance Engineering's ability to be responsive and available to City staff and the affected neighborhood, cost effectiveness and project experience were positive attributes to their Statement of Qualifications. The fees provided by the consultants ranged from a low of $27,333 to a high of $289,000. Alliances fee of $85,500 is 7.6% of the project budget, which is consistent with staff's estimate for design and construction management.

Park City's purchasing policy states that Professional Service Contracts are exempt from competitive bidding, where the lowest quote need not necessarily be awarded the contract. Furthermore, the policy states that emphasis will be placed on quality, with cost being the deciding factor when everything else is equal. In review of the proposals the committee determined that Alliance Engineering was the most qualified based on their proposal, the selection criteria and previous experience with the City on similar projects.

Design will begin immediately upon execution of the contract. The scope of the engineering briefly entails: Preliminary Design, Design and Construction Documents, Project Bidding, and Construction Management. As part of the scope of the engineering, staff and the consultants will hold an open house near the end of the preliminary design phase. Upon completion of the construction package the City in conjunction with Alliance Engineering will publicly bid the project for construction. Staff will return to City Council after the bid opening for the award of the Construction contract. The tentative schedule anticipates construction completion by August 30, 2010.

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

Alternatives:

A. **Approve the request, and authorize the City Manager to execute the service provider agreement as attached: (Staff recommendation)**
B. Modify the request: Council could choose to modify the agreement, which would likely delay the schedule of the project.
C. Deny the request: Council could choose to not continue with the project at this time.
D. Continue the Item: Council may feel there is not enough information to make a decision, which will delay the project and the proposed schedule.
E. Do Nothing: Same effect as continuance.

Significant Impacts:
There is currently approximately $922,000 budgeted for the Holiday Ranch Loop project in WALC bond funds based on WALC recommendations. Additionally, the irrigation line costs are approved the FY2010 CIP budget. Sustainability and on a limited basis other City staff resources will be required to complete the project.

Staff Recommendations:
Authorize The City Manager to enter into a service provider agreement with Alliance Engineering, Inc., for the Holiday Ranch Loop WALC Engineering Project in the amount of $85,500 in a form approved by the City Attorney.

Exhibits:
Exhibit A - Professional Services Provider Agreement

Exhibit A

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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

WITNESSETH:

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

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

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

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

1. **SCOPE OF SERVICES**.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Addendum A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed **Eighty Five Thousand Five Hundred** Dollars. ($85,500)

2. **TERM**.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on **October 1, 2010** or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made monthly following the performance of such services.

B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as "Addendum B," or if none is attached, as subsequently agreed to by both parties in writing.

D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.

E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. REPORTS AND INSPECTIONS.

A. The Service Provider, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers.

The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. <u>INSURANCE</u>.

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

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

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

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

C. Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than one million dollars ($1,000,000) combined single limit per occurrence.

445 Workers Compensation insurance limits written as follows:

Bodily Injury by Accident $500,000 each accident;
Bodily Injury by Disease $500,000 each employee, $500,000 policy limit

E. The City shall be named as an additional insured on the insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that the City shall receive thirty (30) days advance notice of cancellation. The City reserves the right to request certified copies of any required policies.

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

9. <u>TREATMENT OF ASSETS</u>.

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

10. <u>COMPLIANCE WITH LAWS</u>.

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

B. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

C. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-11-103.

11. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

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

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

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

12. ASSIGNMENTS/SUBCONTRACTING.

A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.

C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.

D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent system, to verify the employment status of each new employee, unless exempted by Utah Code Ann. 63G-11-103

13. CHANGES.

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

14. MAINTENANCE AND INSPECTION OF RECORDS.

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

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

15. POLITICAL ACTIVITY PROHIBITED.

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

16. **PROHIBITED INTEREST**.

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

17. **MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS**.

A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.

B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3©, or deleted from the scope, at the option of the City.

C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

18. **TERMINATION**.

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

B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

19. NOTICE.

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

445 **ATTORNEYS FEES AND COSTS**.

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

21. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

22. SEVERABILITY.

A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

445 **ENTIRE AGREEMENT.**

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

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

PARK CITY MUNICIPAL CORPORATION
1354 Park Avenue
Post Office Box 1480
Park City UT 84060-1480

____
Tom Bakaly, City Manager

Attest:

____
Jan Scott, City Recorder

Approved as to form:

____
Polly Samuels McLean Assistant City Attorney

Alliance Engineering
323 Main Street
Park City, UT. 84060

Tax ID#: _______________________

____
Signature

____
Printed name

____
Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of ________________, 2009, John Demkowitz personally appeared before me _____________________________, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he is the President of Alliance Engineering, Inc., by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he signed it voluntarily for its stated purpose as President of Alliance Engineering, Inc., a Utah corporation.

____
Notary Public

Addendum A
‘Scope of Services’

SCOPE OF SERVICES / PROJECT UNDERSTANDING AND APPROACH

It is our understanding that PCMC seeks to improve the walkability and bikeability level of service and safety along Holiday Ranch Loop Road. The improvements will connect to the Little Kate sidewalk project. This will occur through a roadway width reduction and establishment of a pathway dedicated to bicycle and pedestrian use.

Holiday Ranch Loop generates a significant amount of vehicular and pedestrian traffic from its role as a primary thoroughfare for Park Meadows. Conflicts arise with bicyclists and pedestrians due to the lack of dedicated sidewalks or pathways. Currently Holiday Ranch Loop Road is over 40 feet wide and is contained within a 66-foot ROW. A narrowing of the roadway will help significantly with traffic calming and provide space for a dedicated pedestrian and bicycle pathway along with a landscape/xeriscape buffer to separate vehicles from pedestrians and increase safety.

In addition to the road improvements, the project includes designing an irrigation pipeline capable of handling up to 7cfs of flow, with a meter and control valve, and tie into the existing pipeline at the intersection of Holiday Ranch Loop and Little Kate. The new road improvements will also provide enhancements to the existing storm water drainage system. Further, we understand that this project could require relocations of some existing underground utilities, alterations of landscape features, and impact traffic flow during construction. We will work with an eye to mitigate the overall construction and traffic impacts and work to alleviate citizen concerns to the degree possible. Our prior work on the Little Kate project will facilitate our understanding and implementation of utility needs, required traffic control measures, pedestrian access and safety plan, landscape restoration and driveway connections for the project.

Our overall project approach is to work with PCMC staff, the residents affected by the project, and within the guidelines established by PCMC and the WALC study to create a safe bicycle and pedestrian environment while maintaining Holiday Ranch Loop Road as an important thoroughfare. We will do so in a cost-effective manner, while minimizing impacts to the neighborhood.

Alliance will maintain a high degree of sensitivity as to how this project will visually integrate and enhance the streetscape of this portion of the Park Meadows neighborhood. We believe that aesthetic considerations will be an important component of this project.

In order to meet the scope of services outlined by PCMC, we anticipate employing our expertise in civil engineering, entitlements, landscape architecture, surveying, and construction management.

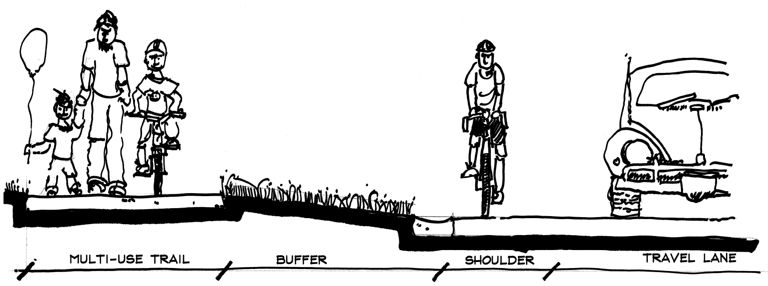
DETAILED WORK PLAN

The scope of services for this project includes 4 primary tasks. These tasks begin with the preliminary design phase and lead to final construction plans, bid documents, construction management, inspection and as-builts.

Task 1 Preliminary Design

At the Preliminary Design stage we anticipate meetings with Park City staff to establish a consensus with respect to preliminary layout of the road, pathway and irrigation pipeline, and to assess neighboring property impact issues. We will review the right-of-way mapping and make on-site visits to study existing conditions and analyze the opportunities available within the established

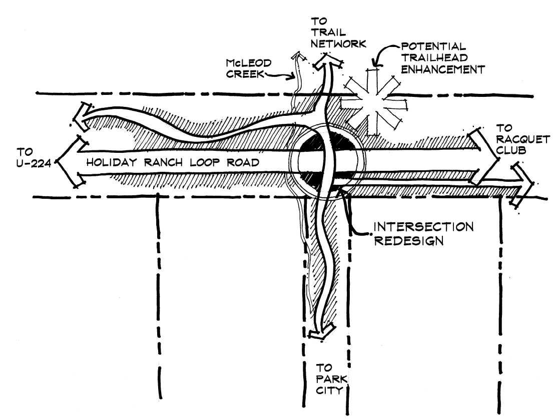
ROW. Alliance will propose several options of roadway and multi-use path alignments that will meet the guidelines of the Park City Trails Master Plan, WALC recommendations, and Park City Traffic Calming Policy. We will employ the AASHTO Guide for the Development of Bicycle Facilities along with MUTCD and UDOT standards and specifications for design, cost analysis and value engineering for each option.



The McCloud Creek path crossing at Holiday Ranch Loop Road will be analyzed with an eye towards improved pedestrian and bicycle safety. At certain times of the day, the current crossing is a safety concern, as a result of early morning sunlight which makes pedestrians difficult to see by motorists.

Through careful design we will establish a much improved road and pathway crossing which will provide for a safe pedestrian environment as well as calm vehicular traffic. In conjunction with staff we will determine which measures will be most suitable whether it is a traffic island, or widened shoulders, striping, warning signage or some combination of all of these techniques.

The potential may exist to enhance this crossing into a trailhead and meeting place with limited seating and a large map exhibit of the Park City trail system. At this pivotal point in town, pedestrians have the option to head north toward the Canyons and Kimball Junction, or east and west towards Park Meadows and Thayne's Canyon neighborhoods and Park City Mountain Resort and south towards Old Town, Main Street, and Deer Valley Resort.



The end product will be a visually-attractive pedestrian enhancement project that increases the overall level of service and safety for walking and biking while being cost-effective and functional.

The preliminary layout will include multiple alternatives of roadway and path geometry design with cost analysis, improvements to existing drainage, irrigation pipeline plan and profile, flow metering and control valve options, identification of utility conflicts and relocation solutions, driveway connection details and landscape restoration requirements.

We will have a field survey mapping contingency within our budget to gain the additional details for design supplementing the existing conditions map provided. Alliance successfully designed and administered the construction of the first phase of the irrigation pipeline on the Little Kate project and that knowledge will be employed for this project.

Alliance is experienced in analyzing and calculating storm water and open channel flows. We will research and determine the best metering and control valve solution for the irrigation pipeline and will provide Park City Water Department options at varying cost to monitor and regulate flow. Simple cost-saving products include prebuilt flumes and transducers to monitor and report flow to the Park City SCADA system. Other more advanced and portable monitoring systems include a velocity-area sensing Doppler and magnetic metering and reporting system to the SCADA system or a laptop.

Once the project parameters are fully understood we will determine if the project encroaches onto jurisdictional wetlands. If it does we will initiate a 404 permit application process on behalf of PCMC and in conjunction with a wetlands and environmental consultant.

Finally, we will work with PCMC staff to develop a realistic timeline for the project and an initial cost estimate. We will use our previous experience and contacts with UDOT to address the SR224 Right of Way encroachment and possible tie in at the west end of Holiday Ranch Loop. Additionally we will coordinate with SBWRD with respect to the project improvements and any possible impact to the sanitary sewer system. Alliance will sub-contract with a geotechnical engineering firm as necessary for possible soils investigation and reporting.

Task 1 deliverables include preliminary plans and concept details, value engineering cost options, project timeline, assessment of neighboring property impacts and presentation materials for public input.

Task 2 Construction Plans and Documents

Alliance will take into consideration all public, neighboring property owners, and PCMC staff suggestions, received in Task 1, to provide a final design and construction documents. At this stage we will engage with the appropriate utility providers to determine the best solution for relocation of existing power, telephone and cable television boxes. Utilities, roadway and path geometry, gutter, pipeline and intersection shaping will be detailed in the construction plans. Profiles of the irrigation pipeline and possible new storm drain installation will be created and analyzed in advance to anticipate and solve conflicts. Analysis of the existing bike lane shoulder with our budgeted survey contingency will help design and implement the best way to re-profile the road. The contract documents will include a schedule of items with bid quantities and detailed specifications for each item. Based upon our prior project experience we will focus on improved construction sequencing to minimize exposures to possible damages to new construction. Final review by PCMC staff will complete the construction plans and the contract documents for the next task of bidding the project.

Task 2 deliverables include construction plans, specifications and engineer's cost estimate.

Task 3 Bidding Support

Alliance will coordinate the bid advertisement, provide the construction plans and contract documents to the bidders in electronic form, and administer the bid. We will conduct the pre-bid meeting, answer questions raised by bidding contractors, and issue addendums as necessary. Alliance Engineering will conduct the bid opening, evaluate the bids, and prepare recommendations.

Task 4 Construction Management

Prior to commencement of work, we will conduct a pre-construction conference with PCMC staff, utility representatives, and the contractor to make sure all parties understand the project goals and implementation strategy. When the contractor receives the notice to proceed, our firm will be involved with inspecting the project, administer the contract throughout construction, verify and approve payment requests, review and evaluate possible change orders, and communicate with PCMC staff and concerned neighbors. Alliance will coordinate with the PCMC hired independent testing agency to ensure proper compaction effort and material installation. When the project reaches completion, we will close out the project, including a final inspection, generating punch-list items, determining substantial completion, reviewing the contractor's as-built drawings, and recommending final payment.

TENTATIVE PROJECT AND FEE SCHEDULE

Task 1 Preliminary Design completion by end of January	$ 17,000
Task 2 Construction Plans and Documents completion by end of February	$ 16,000
Task 3 Bidding Support completion by end of March	$ 5,000
Task 4 Construction Management completion by end of July	$ 45,000
Geotechnical Report (if necessary)	$ 2,500
TOTAL PROJECT COST	**$85,500**

Addendum B

'Extra work'

ADDITIONAL SERVICES	RATE ($/hr)
Survey Crew	120-150
Easements, Legal Descriptions	95
Engineering	110-145
Drafting	60-95
Clerical	55

City Council
Staff Report

Subject:	**Mayor Pro Tem and Alternate Appointments and Resolutions setting forth 2010 meeting dates**
Author:	**Janet M. Scott, City Recorder**
Department:	**Executive**
Date:	**January 7, 2010**
Type of Item:	**Administrative**

Summary Recommendations: Appointment of Liza Simpson as Mayor Pro Tem and Joe Kernan as Alternate Mayor Pro Tem and adopt resolutions setting forth meeting dates for the City Council and its related agencies are recommended actions in order to comply with our municipal code and state law.

Topic/Description: Mayor Pro Tem appointments and setting meeting dates are housekeeping matters which occur at the first meeting of the year. Setting an annual meeting schedule is a requirement of the Utah Open and Public Meetings Act. The annual meeting notice is often required as an attachment to bond resolutions; all meetings require at least a 24 hour public notice period.

Background: Over the years, there has been an effort to provide all City Council members the opportunity to serve as Mayor Pro Tem, and historically the alternate Mayor Pro Tem moves into the Mayor Pro Tem position the next year. Selection criteria include the consideration of number of years of service and/or votes garnered in an election. Typically, these members have been appointed as Mayor Pro Tem and Alternate Mayor Pro Tem for one year terms.

Analysis: Last year Candace Erickson served as Mayor Pro Tem and Liza Simpson as the Alternate. Applying past methodology would designate Liza Simpson as the Mayor Pro Tem and Joe Kernan as the Alternate Mayor Pro Tem.

It should be emphasized that the manner of appointments is at the sole discretion of the Mayor and City Council and can be modified at any time with the majority vote of Council. In fact, last year the Council exchanged the Mayor Pro Tem and Alternate position recommendations.

Department Review: City Manager's Office.

Alternatives:

- **Approve:** Use past methodology to appoint Liza Simpson as Mayor Pro Tem and Joe Kernan as the Alternate Mayor Pro Tem.

- **Deny:** This is not a realistic option. The Council has the discretion to change the manner of appointing the Mayor Pro Tem and to change the time, dates, and/or location for meetings. However, state law requires that meting dates by adopted by resolution, which logically occurs at the first meeting of the year.

- **Continue the Item:** If Council desires to reconsider the method of appointments, a continuance may be appropriate.

Recommendation: Appointment of Liza Simpson as Mayor Pro Tem and Joe Kernan as Alternate Mayor Pro Tem and adopt resolutions setting forth meeting dates for the City Council and its related agencies are recommended actions in order to comply with our municipal code and state law.

Resolution No. 1-10

A RESOLUTION ESTABLISHING A REGULAR MEETING DATE, TIME, AND LOCATION FOR MEETINGS OF THE CITY COUNCIL OF PARK CITY, UTAH FOR 2010

BE IT RESOLVED by the City Council of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meetings of the Park City Council shall be held on Thursdays at 6 p.m. at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah. During the renovation of the Marsac Municipal Building, meetings will be held at the Park City Library and Education Center, 1255 Park Avenue, Park City, Utah. Regular meetings are open meetings, where agenda items are scheduled for public hearing and/or action. The time may change if it is felt appropriate to schedule issues of general interest at a time that may better accommodate the public. Meetings may be canceled when there is no pending business, no quorum, or the regular meeting date falls on a holiday.

The meeting schedule for the City Council in 2010 is as follows:

January 7, 14, 21, 28	July 1, 8, 15, 22, 29
February 4, 11, 18, 25	August 5, 12, 19, 26
March 4, 11, 18, 25	September 2, 9, 16, 23, 30
April 1, 8, 15, 22, 29	October 7, 14, 21, 28
May 6, 13, 20, 27	November 4, 11, 18
June 3, 10, 17, 24	December 2, 9, 16, 23, 30

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given, including the agenda, date, time, and place of the meeting. The agenda will be posted at least twenty-four (24) hours prior to each regular meeting, and delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable. The Mayor and Council may meet socially at an announced location after the meeting, but City business will not be conducted.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the City's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-204 and 52-4-205 of the Utah Code. A closed meeting may be held if a quorum is present and upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-202. No closed meeting is allowed except for purposes expressly allowed under Section 52-4-205; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. A record of closed meetings shall be created and maintained in accordance with Section 52-4-206 of the Utah Code, as amended.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately.

PASSED AND ADOPTED this 7th day of January, 2010.

Resolution No. RDA 1-10

A RESOLUTION ESTABLISHING A REGULAR MEETING DATE, TIME, AND LOCATION FOR 2010 MEETINGS AND APPOINTING OFFICERS OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF PARK CITY, UTAH

BE IT RESOLVED by the Redevelopment Agency of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meetings of the Redevelopment Agency shall be held on Thursdays at 6 p.m. or immediately following the adjournment or preceding the convening of other meetings that may be scheduled at 6 p.m. Meetings shall be held at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah, except when there is no pending business or the regular meeting date falls on a holiday. During the renovation of the Marsac Municipal Building, meetings will be held at the Park City Library and Education Center, 1255 Park Avenue, Park City, Utah.

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given, including the agenda, date, time, and place of the meeting. The agenda will be posted at least twenty-four (24) hours prior to each regular meeting, and delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable. The Board of Directors may meet socially at an announced location after the meeting, but City business will not be conducted.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the City's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-204 and 52-4-205 of the Utah Code. A closed meeting may be held if a quorum is present and upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-202. No closed meeting is allowed except for purposes expressly allowed under Section 52-4-205; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. A record of closed meetings shall be created and maintained in accordance with Section 52-4-206 of the Utah Code, as amended.

SECTION 5. SPECIFIC MEETING DATES. The meeting schedule for the Redevelopment Agency in 2010 is as follows:

January 7, 14, 21, 28	July 1, 8, 15, 22, 29
February 4, 11, 18, 25	August 5, 12, 19, 26
March 4, 11, 18, 25	September 2, 9, 16, 23, 30
April 1, 8, 15, 22, 29	October 7, 14, 21, 28
May 6, 13, 20, 27	November 4, 11, 18
June 3, 10, 17, 24	December 2, 9, 16, 23, 30

SECTION 6. APPOINTMENT OF OFFICERS. The officers of the Board of Directors of the Redevelopment Agency of Park City, Utah shall be as follows: The elected Mayor shall be the Chairman; the Mayor Pro Tempore shall be the Vice-Chairman; the Alternate Mayor Pro Tempore shall be the Alternate Vice-Chairman; the City Manager shall be the Executive Director; the City Recorder shall be the Secretary; and the Deputy City Recorder shall be the Deputy Secretary.

PASSED AND ADOPTED this 7th day of January, 2010.

Resolution No. MBA 1-10

A RESOLUTION ESTABLISHING A REGULAR MEETING DATE, TIME, AND LOCATION FOR 2010 MEETINGS AND APPOINTING OFFICERS OF THE BOARD OF DIRECTORS OF THE MUNICIPAL BUILDING AUTHORITY OF PARK CITY, UTAH

BE IT RESOLVED by the Municipal Building Authority of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meetings of the Municipal Building Authority shall be held on Thursdays at 6 p.m. or immediately following the adjournment or preceding the convening of other meetings that may be scheduled at 6 p.m. Meetings shall be held at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah, except when there is no pending business or the regular meeting date falls on a holiday. During the renovation of the Marsac Municipal Building, meetings will be held at the Park City Library and Education Center, 1255 Park Avenue, Park City, Utah.

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given, including the agenda, date, time, and place of the meeting. The agenda will be posted at the Marsac Municipal Building at least twenty-four (24) hours prior to each regular meeting, and delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable. The Board of Directors may meet socially at an announced location after the meeting, but City business will not be conducted.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the City's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-204 and 52-4-205 of the Utah Code. A closed meeting may be held if a quorum is present and upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-202. No closed meeting is allowed except for purposes expressly allowed under Section 52-4-205; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. A record of closed meetings shall be created and maintained in accordance with Section 52-4-206 of the Utah Code, as amended.

SECTION 5. SPECIFIC MEETING DATES. The schedule for Municipal Building Authority meetings in 2010 are as follows:

January 7, 14, 21, 28	July 1, 8, 15, 22, 29
February 4, 11, 18, 25	August 5, 12, 19, 26
March 4, 11, 18, 25	September 2, 9, 16, 23, 30
April 1, 8, 15, 22, 29	October 7, 14, 21, 28
May 6, 13, 20, 27	November 4, 11, 18
June 3, 10, 17, 24	December 2, 9, 16, 23, 30

SECTION 6. APPOINTMENT OF OFFICERS. The officers of the Board of Directors of the Municipal Building Authority of Park City, Utah shall be as follows: The elected Mayor shall be the Chairman; the Mayor Pro Tempore shall be the Vice-Chairman; the Alternate Mayor Pro Tempore shall be the Alternate Vice-Chairman; the City Manager shall be the Executive Director; the City Recorder shall be the Secretary; and the Deputy City Recorder shall be the Deputy Secretary.

PASSED AND ADOPTED this 7th day of January, 2010.

Resolution No. WSD 1-10

A RESOLUTION ESTABLISHING A REGULAR MEETING DATE, TIME, AND LOCATION FOR 2010 MEETINGS AND APPOINTING OFFICERS OF THE ADMINISTRATIVE CONTROL BOARD OF THE PARK CITY WATER SERVICE DISTRICT

BE IT RESOLVED by the Water Service District of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meetings of the Water Service District shall be held on Thursdays at 6 p.m. or immediately following the adjournment or preceding the convening of other meetings that may be scheduled at 6 p.m. Meetings shall be held at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah, except when there is no pending business or the regular meeting date falls on a holiday. During the renovation of the Marsac Municipal Building, meetings will be held at the Park City Library and Education Center, 1255 Park Avenue, Park City, Utah.

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given, including the agenda, date, time, and place of the meeting. The agenda will be posted at least twenty-four (24) hours prior to each regular meeting, and delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable. Board members may meet socially at an announced location after the meeting, but City business will not be conducted.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the City's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-204 and 52-4-205 of the Utah Code. A closed meeting may be held if a quorum is present and upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-202. No closed meeting is allowed except for purposes expressly allowed under Section 52-4-205; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. A record of closed meetings shall be created and maintained in accordance with Section 52-4-206 of the Utah Code, as amended.

SECTION 5. SPECIFIC MEETING DATES. The meeting schedule for the Water Service District in 2010 is as follows:

January 7, 14, 21, 28	July 1, 8, 15, 22, 29
February 4, 11, 18, 25	August 5, 12, 19, 26
March 4, 11, 18, 25	September 2, 9, 16, 23, 30
April 1, 8, 15, 22, 29	October 7, 14, 21, 28
May 6, 13, 20, 27	November 4, 11, 18
June 3, 10, 17, 24	December 2, 9, 16, 23, 30

SECTION 6. APPOINTMENT OF OFFICERS. The officers of the Administrative Control Board of the Park City Water Service District shall be as follows: The elected Mayor shall be the Chairman; the Mayor Pro Tempore shall be the Vice-Chairman; the Alternate Mayor Pro Tempore shall be the Alternate Vice-Chairman; the City Manager shall be the Executive Director; the City Recorder shall be the Secretary; and the Deputy City Recorder shall be the Deputy Secretary.

PASSED AND ADOPTED this 7th day of January, 2010.

City Council Staff Report

Subject: **Council Appointments to the Employee Transfer & Discharge Appeal Board**
Author: **Brooke Moss, Kim Leier**
Department: **Human Resources**
Date: **January 7, 2010**
Type of Item: **Administrative**

Summary Recommendations:
In accordance with Utah State and Municipal Codes, three Council member appointments are needed for a one year term to serve on the Employee Transfer & Discharge Appeal Board. Two appointments are needed to serve as representatives and one in an alternate position. It is also recommended the ETDAB currently seated continue to hear the appeal already underway and appoint the 2010 ETDAB at such time the current appeal is complete.

Topic/Description:
The Employee Transfer Discharge and Appeal Board (ETDAB) consists of two appointed council members and three elected full time regular employees. The employee representatives are elected by the body of current employees. An alternate is also chosen from both the City Council and employee groups.

Background:
In November of 1999 the City Council approved amendments to the ETDAB according to Section 2-6-2 within Title 2, Chapter 6 of the Municipal Code in conjunction with Park City Municipal Policies and Procedures and as set forth in Utah Code Annotated 10-3-1106, as amended. This statute prohibits the discharge or transfer of a full time regular employee to a position with less remuneration because of the employee's politics or religious belief, or incident to, or through changes, either in the elective officers, governing body, or heads of departments. The statute also provides that any employee who is discharged or transferred from one position to another, for any reason, shall have the right to appeal the discharge or transfer the ETDAB. There was one appeal heard by the board in 2009 and ETDAB is currently preparing to hear an appeal in early January 2010.

Analysis:
The ordinance approving the amendments to the ETDAB was passed by the City Council in November of 1999. By ordinance, the appointment of council members must be made during the first regular council meeting of each year. The 2009 ETDAB board consisted of two Council members, Liza Simpson and Candy Erickson with Joe Kernan as an alternate and four full-time regular City employees. Staff elected to serve for 2010 include Karen Maxwell, Finance Department, Tate Shaw, Recreation Department, and Mary Ford, Police Department with John Pearce, Fleet Department, as an alternate.

The ETDAB meets when a formal appeal challenging a transfer or discharge is filed by an eligible City employee.

Department Review:
Human Resources, Legal

Alternatives:

A. Approve:
Council is being asked to appoint two members and an alternate based on prior approval of the board. It is recommended the current ETDAB hear the appeal already underway and appoint the 2010 ETDAB at such time the current appeal is complete.

B. Deny:
As the recommendation follows that set by Council statute, denial is not recommended.

C. Modify:
As the recommendation follows that set by Council statute, no modification is recommended. It is recommended the current ETDAB hear the appeal already underway and appoint the 2010 ETDAB at such time the current appeal is complete.

D. Continue the Item:
As the appointment timeline is established by Council statute, no continuance is recommended.

E. Do Nothing:
As the recommendation follows that set by Council statute, no lack of action is recommended.

Significant Impacts:
There are no significant impacts. This action coincides with the council liaison appointments to other boards and committees regularly occurring in January of each year.

Consequences of not taking the recommended action:
Failure to make the required appointments could leave the City out of compliance with the Municipal Code as well as City policies and procedures. However, current members would continue to serve until replaced.

Recommendation:
The City Council should appoint two members and an alternate to serve on the Employee Transfer and Discharge Appeal Board for one year to remain in compliance with Park City and Utah State Code. The ETDAB currently seated should hear the appeal already underway and the 2010 ETDAB should be appointed at such time the current appeal is complete.

City Council Staff Report

PARK CITY 1884 PLANNING DEPARTMENT

Subject:	**Hotel Park City Amended Condominium**
Author:	**Brooks T. Robinson, Principal Planner**
Project Number:	**PL-09-00802**
Date:	**January 7, 2010**
Type of Item:	**Administrative – Amended Record of Survey**

Summary Recommendations

Staff recommends the City Council hold a public hearing for the Hotel Park City amended condominium record of survey and consider approving the amended Hotel Park City condominium record of survey based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Description

Applicant:	Hotel Park City Condominium Association, represented by Glen Overton, Manager
Location:	2001 Park Ave
Zoning:	Recreation Commercial (RC) as part of a Master Planned Development with Residential Development (RD) restrictions
Adjacent Land Uses:	Residential to the north, Park City Golf Course to the south and west, Commercial to the east across Park Avenue
Reason for Review:	Amendments to condominium records of survey require Planning Commission review and City Council approval

Background

On December 18, 1996, the Planning Commission approved a Master Planned Development then known as Island Outpost. A Development Agreement was approved by the City on July 30, 1997 that memorialized the MPD and set forth the terms and conditions of the project. The MPD approval and Development Agreement allowed 39 residential unit equivalents (UEs) and not more than nine commercial unit equivalents.

In 1999, City Staff found the Hotel component in substantial compliance with the approved MPD and construction began. After several proposals and amendments, the final design of the hotel created 54 residential units utilizing 21.54 of the 39 Unit Equivalents (UEs) of density.

On October 12, 2000, the City Council approved a zone change from Residential Development (RD) to Recreation Commercial (RC) but required that the zoning requirements (height, setbacks) of the RD zoning district be maintained.

In order to build the approved hotel, a single lot subdivision was required and was approved by the City Council in August 2001. On June 6, 2002, the City Council approved a condominium Record of Survey for Hotel Park City. On August 25, 2005, the City Council approved a supplemental record of survey reflecting the construction of the cottage units and adjustments in the convertible space within the hotel utilizing 16.5 Unit Equivalents. The total UEs is now 38.04 of the 39 approved in the MPD.

On October 9, 2009, the City received a complete application for an amendment to the Hotel Park City condominium record of survey. The application reflects a legal settlement between Park City Municipal Corporation, HPC Development, LLC and the Hotel Park City Condominium Association to reapportion the Pro Shop par value and change the parking from common to limited common. No changes in the building or uses are proposed. The amendment is only for the change of par value for the Pro Shop and the designation of limited common and assignment of the parking spaces.

On December 9, 2009, the Planning Commission held a public hearing on this application and forwards a positive recommendation. There was no public input.

Analysis

The original MPD had a parking analysis that determined that 48% of the users would be affiliated with the golf course, or in winter with cross country skiing, and 52% with the hotel and commercial uses (restaurant and spa). The peak times for each of the uses were estimated to occur at different times during a day with the greatest overlap at about 3pm. There are currently 123 parking stalls in the underground garage and 80 parking spaces in the surface lots. By themselves, the golf course and hotel would require substantially more parking spaces. The MPD allowed a shared parking arrangement in order to reduce the number of overall parking spaces.

The current record of survey calls both the underground and above ground parking as Common Area. The amended plat changes the designation of all of the parking areas from Common to Limited Common Pro Shop (59 below ground and 38 above ground spaces) or Limited Common Non-Public (64 below ground and 42 above ground spaces). A separate cross-easement provides that the spaces will continue to be shared in use. The amendment does not change the conditions of approval of the MPD as long as the users of both the golf facility and hotel continue to have access to all the parking spaces. A recommended condition of approval is that the stalls will not be signed or enforced for separate uses unless an amendment to the MPD is approved. No other changes to the MPD or building is requested with this amendment.

Staff finds good cause for this amended record of survey as it reflects the legal settlement over apportioned costs of maintenance of the parking areas and a reallocation of the par value of the Pro Shop.

Process

The approval of this application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18.

Department Review
This project has gone through an interdepartmental review. No further issues were brought up at that time.

Notice
The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also put in the Park Record.

Public Input
No public input has been received by the time of this report.

Alternatives
- The City Council may approve the Hotel Park City amended condominium record of survey as conditioned or amended; or
- The City Council may deny the Hotel Park City amended condominium record of survey and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on Hotel Park City amended condominium record of survey.

Significant Impacts
There are no significant fiscal or environmental impacts from this application.

Consequences of not taking the Suggested Recommendation
The plat would not reflect the apportioned allocation of parking stalls as reflected in the 2009 legal settlement.

Recommendation
Staff recommends the City Council hold a public hearing for the Hotel Park City amended condominium record of survey and consider approving the amended Hotel Park City condominium record of survey based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Exhibits
Exhibit A – Proposed Hotel Park City amended condominium record of survey

Ordinance No. 10-

AN ORDINANCE APPROVING THE HOTEL PARK CITY AMENDED CONDOMINIUM RECORD OF SURVEY LOCATED AT 2001 PARK AVENUE, PARK CITY, UTAH.

WHEREAS, the owners of the property located at 2001 Park Avenue have petitioned the City Council for approval of the Hotel Park City amended condominium record of survey; and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on December 9, 2009, to receive input on the Hotel Park City amended condominium record of survey;

WHEREAS, the Planning Commission, on December 9, 2009, forwarded a positive recommendation to the City Council; and,

WHEREAS, it is in the best interest of Park City, Utah to approve the Hotel Park City amended condominium record of survey.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Hotel Park City amended condominium record of survey as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 2001 Park Avenue.
2. The zoning is Recreation Commercial (RC) as part of a Master Planned Development with Residential Development (RD) restrictions.
3. A Development Agreement was approved by the City on July 30, 1997 that memorialized the MPD and set forth the terms and conditions of the project. The MPD approval and Development Agreement allowed 39 residential unit equivalents and not more than nine commercial unit equivalents.
4. A total of 38.04 Residential Unit Equivalents have been utilized and all nine Commercial Unit Equivalents have been utilized.
5. The MPD required a shared parking plan based on a use analysis. The golf course was estimated to provide 48% of the overall users and the hotel 52% with peak use times for each at different times of the day.
6. On October 9, 2009, the City received a complete application for an amendment to the Hotel Park City condominium record of survey. The application reflects a legal

settlement between Park City Municipal Corporation, HPC Development, LLC and the Hotel Park City Condominium Association to reapportion the Pro Shop par value and change the parking from common to limited common. No changes in the building or uses is proposed. The amendment is only for the change of par value for the Pro Shop and the designation of limited common and assignment of the parking spaces.

7. The amended plat changes the designation of all of the parking areas from Common to Limited Common Pro Shop (59 below ground and 38 above ground spaces) or Limited Common Non-Public (64 below ground and 42 above ground spaces)...
8. A separate cross-easement provides that the spaces will continue to be shared in use.

Conclusions of Law:

1. There is good cause for this amended record of survey as it reflects the as-built conditions and the terms of the 2009 agreement between Park City Municipal Corporation and HPC Development, LLC.
2. The amended record of survey is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed amended record of survey.
4. Approval of the amended record of survey, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the amended record of survey for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the amended record of survey at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void.
3. All conditions of approval of the Hotel Park City Master Planned Development shall continue to apply.
4. A plat note shall be added that states that parking stalls shall not be signed or enforced for separate uses unless an amendment to the MPD is approved.
5. A separate cross-easement will be recorded prior to or contemporaneously with the plat that provides that the spaces will continue to be shared in use.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 7th day of January, 2010.

Exhibit A – Record of Survey plat

AMENDMENT TO HOTEL PARK CITY RESIDENTIAL CONDOMINIUM PROJECT CONDOMINIUM PLAT

2001 PARK AVENUE, PARK CITY, UTAH 84098

CONDOMINIUM NOTES:

1) This 2009 Amended Condominium Plat is being recorded concurrently with an instrument styled "First Amendment to Declaration of Condominium Hotel Park City, an Expandable Condominium Project" (hereinafter referred to as the "Amended Master Declaration"). The Amended Master Declaration amends the original "Declaration of Condominium Hotel Park City an Expandable Condominium Project" (hereinafter referred to as the "Original Master Declaration"), as well as the First Supplement to Amended and Restated Declaration of Condominium Hotel Park City, a Utah Expandable Condominium ("Supplemental Master Declaration"). (Note that though the Supplemental Master Declaration refers to an Amended and Restated Declaration of Condominium Hotel Park City, a Utah Expandable Condominium, no such document was ever recorded.) The rights and obligations of all persons having or acquiring any interest in the development shown hereon are governed by the Original Master Declaration, the Supplemental Master Declaration and/or the Amended Master Declaration as well as the Amended and Restated Declaration of Condominium Hotel Park City Residential Condominium Project, an Expandable Condominium Project ("Amended Residential Declaration") and the First Supplement to Amended and Restated Declaration of Condominium Hotel Park City Residential Condominium Project ("Supplemental Residential Declaration.") (The Original Master Declaration, the Supplemental Master Declaration, the Amended Master Declaration, the Amended Residential Declaration and the Supplemental Residential Declaration are collectively referred to herein as the "Five Declarations") Such persons are referred to the Five Declarations for a description thereof. Terms used on this 2009 Amended Condominium Plat which are defined in the Five Declarations shall, to the extent permitted by their context, have the meanings ascribed to them in the Five Declarations. Without limiting the generality of the foregoing, this 2009 Amended Condominium Plat is made subject to all reservations and rights, and all other terms and provisions of the Five Declarations. As more fully described in the Five Declarations, the General Common Elements are to be maintained by the Associations of Owners.

2) All dimensions, square footages, and sizes shown on this 2009 Amended Condominium Plat are calculated in accordance with the Condominium Act. Such calculations typically differ from the dimensions, square footages, and sizes determined by the architect and others who use different methods of determining the size of the Units. Consequently, there may be discrepancies in the dimensions, square footages, and sizes in the different documentation relating to the Condominium Project. In addition, changes, or variations have likely occurred during construction. In all events, the dimensions, square footages, and sizes set forth on this Plat, and in other current documentation relating to the Condominium Project, are approximate and, notwithstanding anything to the contrary herein, the dimensions, square footages, and sizes of the Units as constructed at the time of this plat amendment shall be deemed the actual dimensions, square footages, and sizes for all purposes under the condominium project

3) Certain ceilings in the Units have variations, insets, enclosed duct work, and other similar architectural features resulting in the ceilings having numerous different elevation measurements and changes that are difficult to depict on this 2009 Amended Condominium Plat. Consequently, the ceilings as depicted hereon are generally shown to the bottom of the structural elements supporting the floor or roof structure above. However, notwithstanding the ceiling measurements and elevations on this 2009 Amended Condominium Plat, or anything else to the contrary hereon, the interior finishes of the ceiling designs and elevations as actually and originally constructed shall be deemed the actual elevations and outer limits of the Units for all purposes under the condominium project. As more fully set forth in the Five Declarations, all spaces and areas between the interior finishes of the ceiling, as originally constructed, of any one Unit, and the interior finishes of the floor, as originally constructed, of the Unit(s) directly above such first Unit, shall be Common Areas (as such term is defined in the Five Declarations)

4) The Condominium project shown on this 2009 Amended Condominium Plat may include certain Additional Land as described in the Five Declarations. The rights of the Declarant to add such Additional Land and to designate such land and any structures to be located thereon as Units or as General or Limited Common Elements are set forth more fully in the Five Declarations. Nothing set forth herein or in the Five Declarations shall create an obligation to add all or any portion of the Additional Land to the Hotel Park City Condominium Project.

5) The address of a unit within the Hotel Park City Condominium Project is, 2001 Park Avenue, Unit ________

6) The Condominium Associations are responsible for raising sewer manholes to grade per Snyderville Basin Water Reclamation District requirements at the time of pavement resurfacing

7) The ownership, maintenance and eventual replacement of the common sewer laterals within the Hotel Park City Condominium Project are the sole responsibility of the Condominium Associations

8) This 2009 Amended Condominium Plat is being recorded concurrently with a Cross Easement Agreement to share parking rights and maintenance responsibilities of parking areas.

AMENDED SHEET LIST

SHEET NO.	SHEET TITLE
1/14	EXTERIOR SITE PLAN
2/14	WEST BASEMENT LEVEL FLOORPLAN
3/14	CENTER BASEMENT LEVEL FLOORPLAN
4/14	EAST BASEMENT LEVEL FLOORPLAN
11/14	BUILDING SECTIONS
12/14	BUILDING SECTIONS
13/14	BUILDING SECTIONS
14/14	BUILDING SECTIONS

SURVEYOR'S CERTIFICATE

I, S. Scott Carlson, certify that I am a Professional Land Surveyor holding license number [illegible] as prescribed by the laws of the State of Utah, and that a survey of the described tract of land has been completed in accordance with Section [illegible] and that the exterior boundaries of which are described as shown. I further certify that the reference markers shown hereon are located as indicated and that this Condominium Plat complies with the provisions of Section 57-8-13(1) of the Utah Condominium Ownership Act, Utah Code Annotated

OWNERS' DEDICATION AND CONSENT TO RECORD

Know all men by these presents that the Hotel Park City Residential Condominium Project Association, Inc., a Utah not for profit corporation, under the terms and conditions of the Five Declarations has caused this 2009 Amendment to the Condominium Plat of the HOTEL PARK CITY RESIDENTIAL CONDOMINIUM PROJECT, to be prepared, and does hereby consent to the recordation of this 2009 Amended Condominium Plat in accordance with the Utah Condominium Ownership Act and the terms of the Five Declarations for such project

In witness hereof the undersigned set his/her hand this ____ day of ____________, 2009

HOTEL PARK CITY RESIDENTIAL CONDOMINIUM PROJECT ASSOCIATION, INC
a non-profit corporation

By: ______________________
Name:
Title:

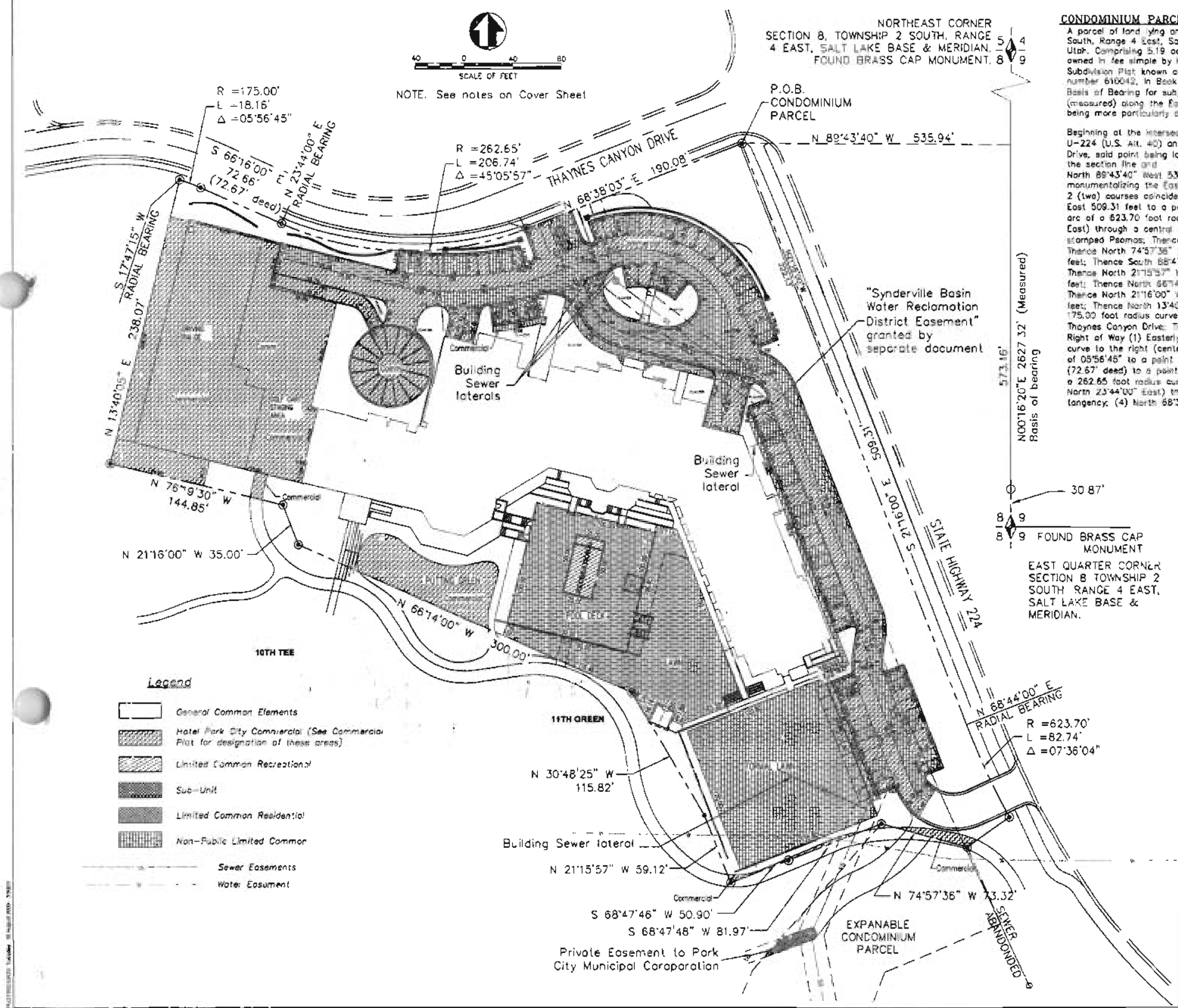
Acknowledgement
STATE OF UTAH)
ss
COUNTY OF:)

On the ____ day of ____________, 2009, personally appeared before me ____________ known or satisfactorily proved to me to be the ____________ of Hotel Park City Residential Condominium Project Association, Inc., a Utah non-profit corporation, who acknowledged to me that he signed the foregoing instrument in his capacity as ____________ for and in behalf of said corporation.

____
Notary Public for Utah

TWIN PEAKS
Engineering & Land Surveying
1880 NORTH 800 EAST LEHI, UTAH 84043
(801) 450-3511, (801) 439-0700 FAX

PLANNING COMMISSION	CITY ENGINEER	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	CITY ATTORNEY	CITY APPROVAL	RECORDED # ________
APPROVED THIS ________ DAY OF ________ A.D., 20__ BY THE PARK CITY PLANNING COMMISSION. ________ PLANNING COMMISSION DATE	I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT EXAMINED BY THIS OFFICE AND IT IS CORRECT AND IN ACCORDANCE WITH INFORMATION ON FILE AND IS HEREBY APPROVED. ________ PARK CITY ENGINEER DATE	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ____ DAY OF ________ 20__ A.D. BY________ SBWRD	APPROVAL AS TO FORM THIS ____ DAY OF ________ A.D., 20__ ________ PARK CITY ATTORNEY	PRESENTED TO THE CITY OF PARK CITY THIS ____ DAY OF ________ A.D., 20__ AND IS HEREBY APPROVED ________ PARK CITY MAYOR ________ PARK CITY ATTEST CLERK	STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF ________ DATE ________ TIME ____ BOOK ____ PAGE ____ FEE $ ____ ________ SUMMIT COUNTY RECORDER



CONDOMINIUM PARCEL

A parcel of land lying and situate in the East Half of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Park City, Summit County, Utah. Comprising 5.19 acres out of that particular 7.52 acre parcel of land owned in fee simple by HPC Development, L.L.C., created by that certain Minor Subdivision Plat known as HOTEL PARK CITY recorded January 31', 2002 as Entry number 610042, in Book 1432, at Page 1176, of the Summit County Records. Basis of Bearing for subject parcel being North 00°16'20" East 2627.32 feet (measured) along the East line of said Northeast Quarter Section. Subject parcel being more particularly described as follows:

Beginning at the intersection of the Westerly Right of Way line of State Highway U-224 (U.S. Alt. 40) and the Southerly Right of Way line of Thaynes Canyon Drive, said point being located North 00°16'20" East 604.03 feet coincident with the section line and
North 89°43'40" West 535.94 feet from the Summit County brass cap monument monumentalizing the East Quarter Corner of said Section 8; Thence the following 2 (two) courses coincident with said Highway Right of Way, (1) South 21°16'00" East 509.31 feet to a point of curvature; (2) Southeasterly 82.74 feet along the arc of a 623.70 foot radius curve to the left (center bears North 68°44'00" East) through a central angle of 07°36'04" to a 5/8 inch rebar and plastic cap stamped Psomas; Thence South 54°35'09" West 42.31 feet;
Thence North 74°57'36" West 73.32 feet; Thence South 68°47'46" West 81.97 feet; Thence South 68°47'46" West 50.90 feet,
Thence North 21°15'57" West 59.12 feet; Thence North 30°48'25" West 115.82 feet; Thence North 66°14'00" West 300.00 feet,
Thence North 21°16'00" West 35.00 feet; Thence North 76°19'30" West 144.85 feet; Thence North 13°40'05" East 238.07 feet to a point on the arc of a 175.00 foot radius curve and a point on the Southerly Right of Way line of said Thaynes Canyon Drive; Thence the following 4 (four) courses coincident with said Right of Way (1) Easterly 18.16 feet along the arc of said 175.00 foot radius curve to the right (center bears South 17°47'15" West) through a central angle of 05°56'45" to a point of tangency, (2) South 66°16'00" East 72.66 feet (72.67' deed) to a point of curvature; (3) Easterly 206.74 feet along the arc of a 262.65 foot radius curve to the left (center bears
North 23°44'00" East) through a central angle of 45°05'57" to a point of tangency; (4) North 68°38'03" East 190.08 feet to the point of beginning

CURVE TABLE

CURVE TABLE

RECORDED #

STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF

DATE ______ TIME ______ BOOK ______

PAGE ______ FEE $ ______

RECEIVED
OCT 0 9 2009
PARK CITY PLANNING DEPT.

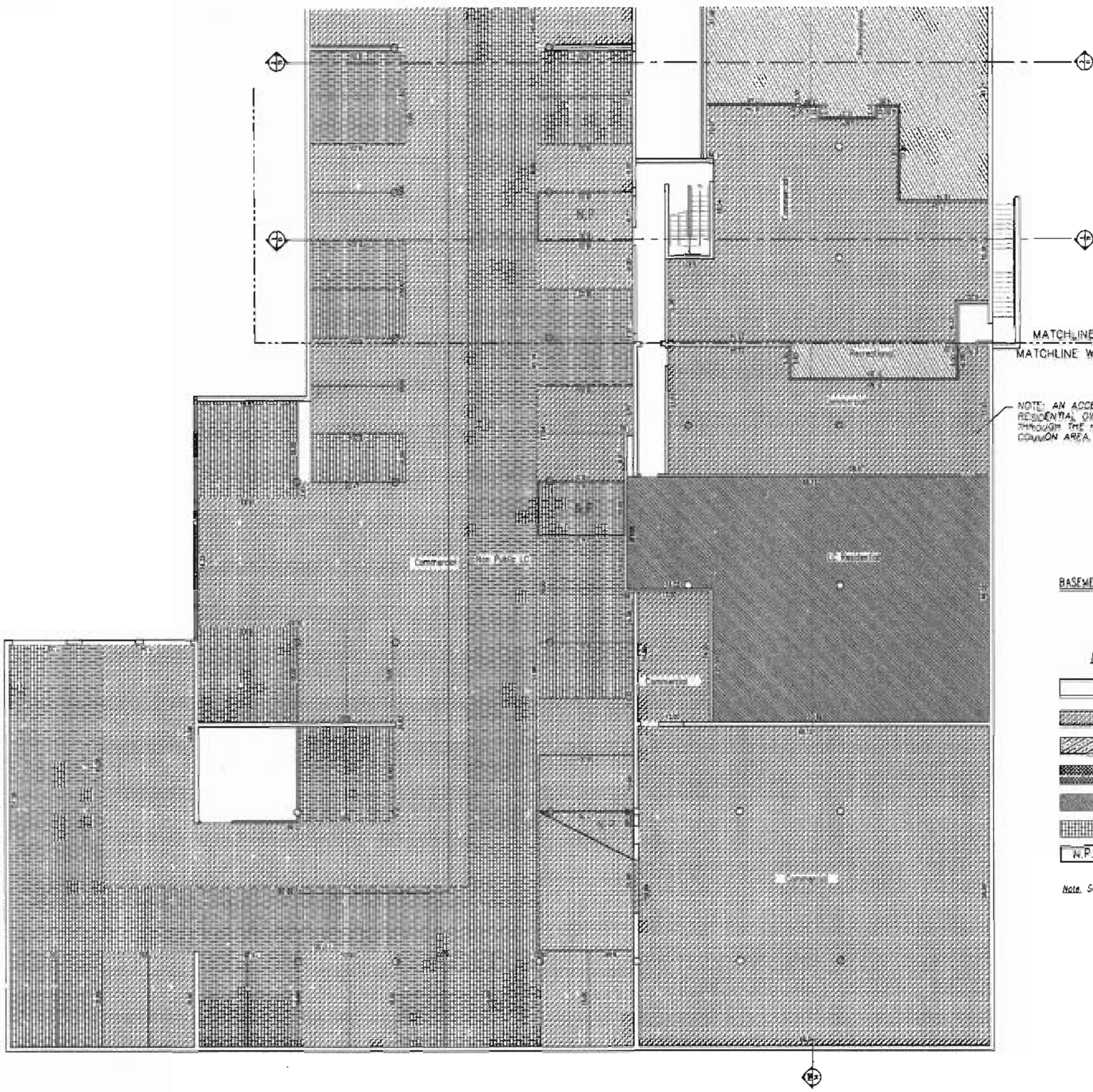
AMENDED HOTEL PARK CITY RESIDENTIAL CONDOMINIUM PROJECT DECLARATION CONDOMINIUM PLAT EXTERIOR SITE PLAN

TWIN PEAKS
Engineering & Land Surveying
1880 NORTH 800 EAST LEHI, UTAH 84043
(801) 450-3511, (801) 439-0700 FAX

DWG DATE August 2009

PLOT DATE

SHEET 1 of 14



10 0 10 20
SCALE OF FEET

BASEMENT LEVEL FLOORPLAN

Legend

General Common Elements

Hotel Park City Commercial (See Commercial Plat for designation of these areas)

Limited Common Recreational

Sub-Unit

Limited Common Residential

Non-Public Limited Common

N.P. Non Parking Area

Note: See notes on Cover Sheet

RECORDED #

STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF

DATE ______ TIME ______ BOOK ______

PAGE ______ FEE $ ______

SUMMIT COUNTY RECORDER

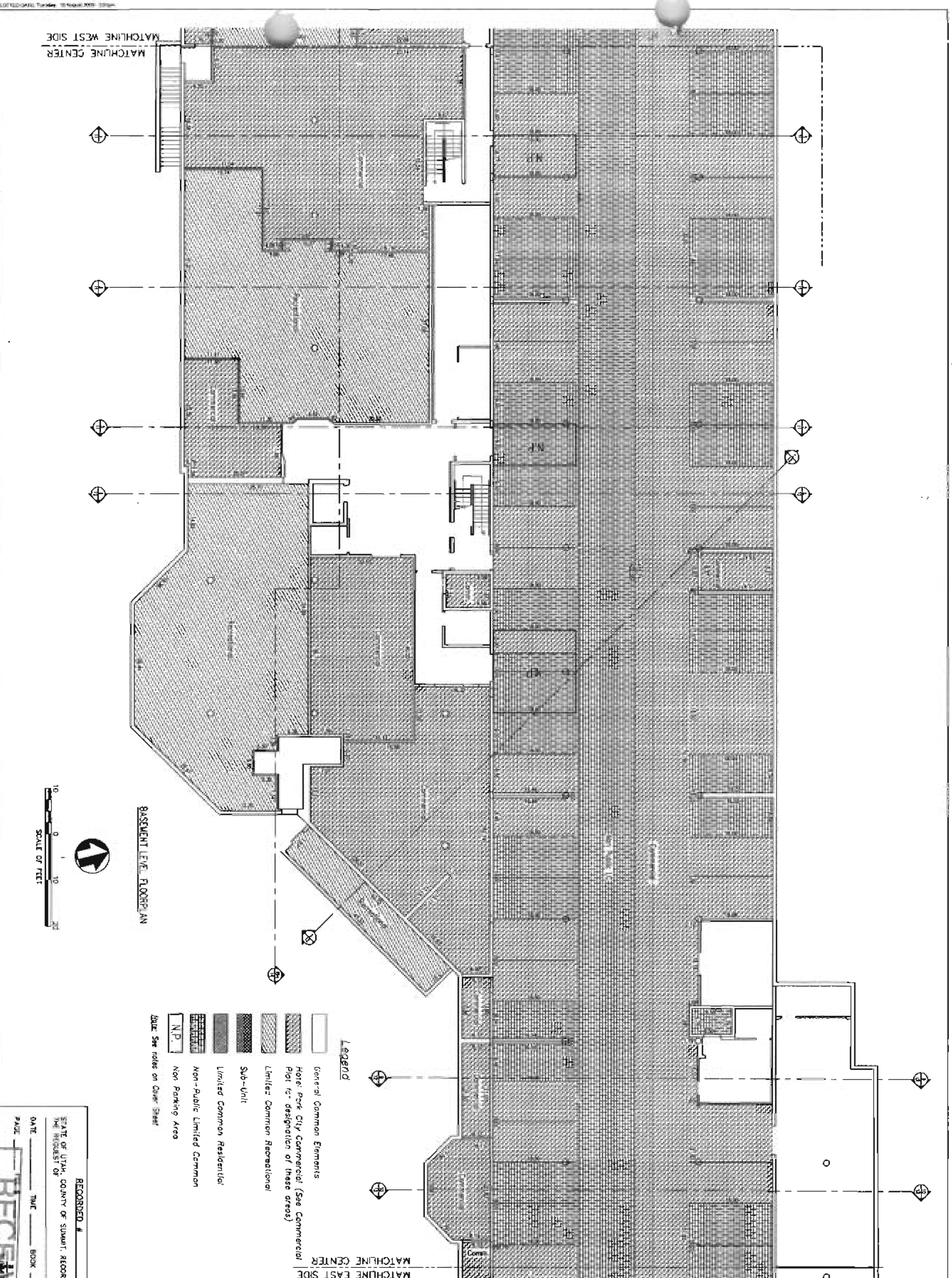
AMENDED HOTEL PARK CITY RESIDENTIAL CONDOMINIUM PROJECT DECLARATION CONDOMINIUM PLAT

121 WEST BASEMENT LEVEL FLOORPLAN

TWIN PEAKS
Engineering & Land Surveying
1880 NORTH 900 EAST LEHI, UTAH 84043
(801) 450-3511, (801) 439-0700 FAX

August 2009

SHEET 2 of 14



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DATE ______ TIME ______ BOOK ______ PAGE ______

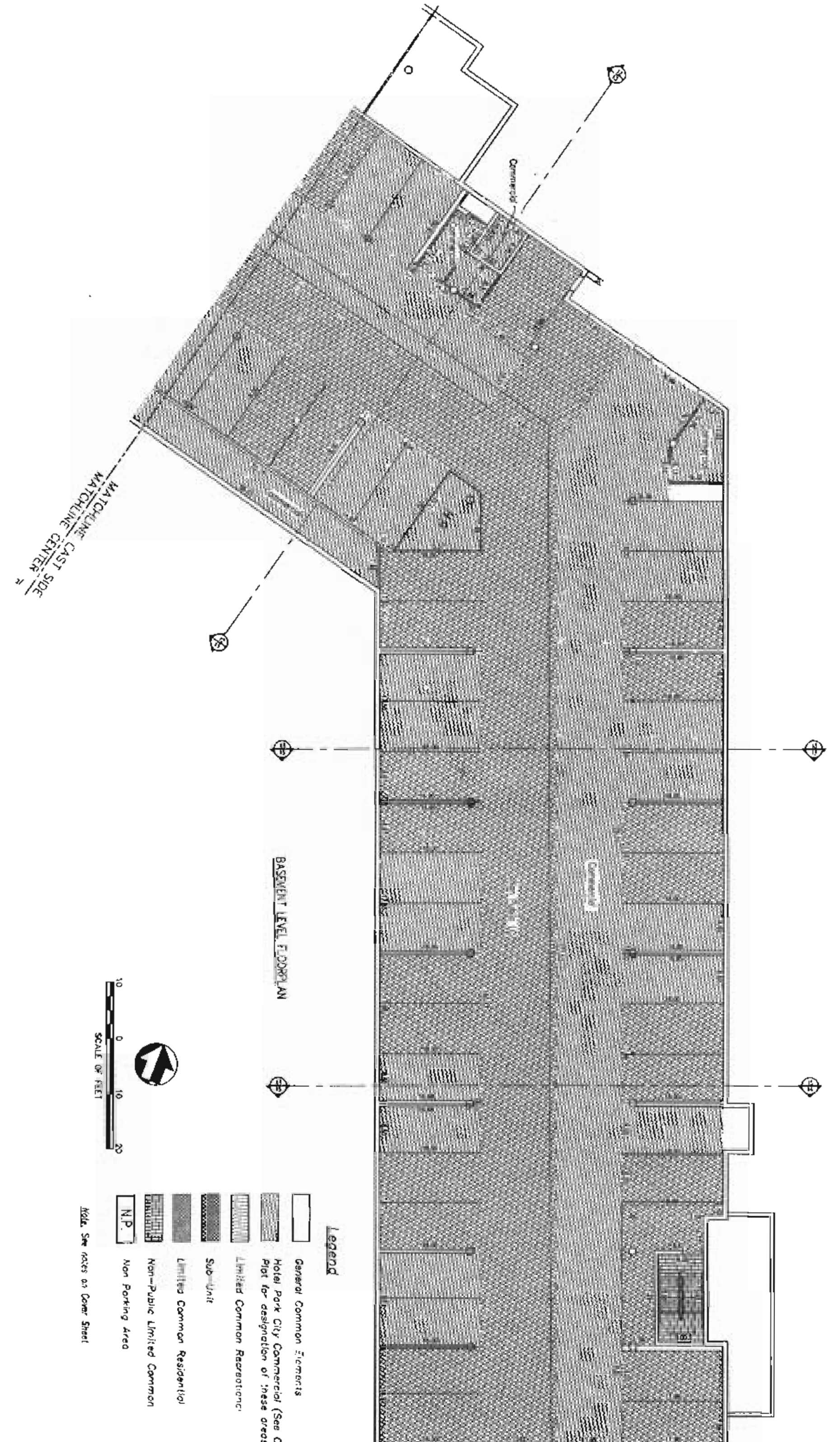
______ RECORDER

TWIN PEAKS
Engineering & Land Surveying
1880 NORTH 800 EAST LEHI, UTAH 84043
(801) 450-3511, (801) 439-0700 FAX

August 2009

Sheet 3 of 14

AMENDED HOTEL PARK CITY RESIDENTIAL CONDOMINIUM PROJECT DECLARATION CONDOMINIUM PLAT
CENTER BASEMENT LEVEL FLOORPLAN



Legend

- General Common Elements
- Hotel Park City Commercial (See Commercial Plat for designation of these areas)
- Limited Common Recreational
- Sub-Unit
- Limited Common Residential
- Non-Public Limited Common
- N.P. Non Parking Area

Note: See notes on Cover Sheet

RECORDED #
STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF
DATE ______ TIME ______ BOOK ______
PAGE ______ FEE $ ______
SUMMIT COUNTY RECORDER

TWIN PEAKS
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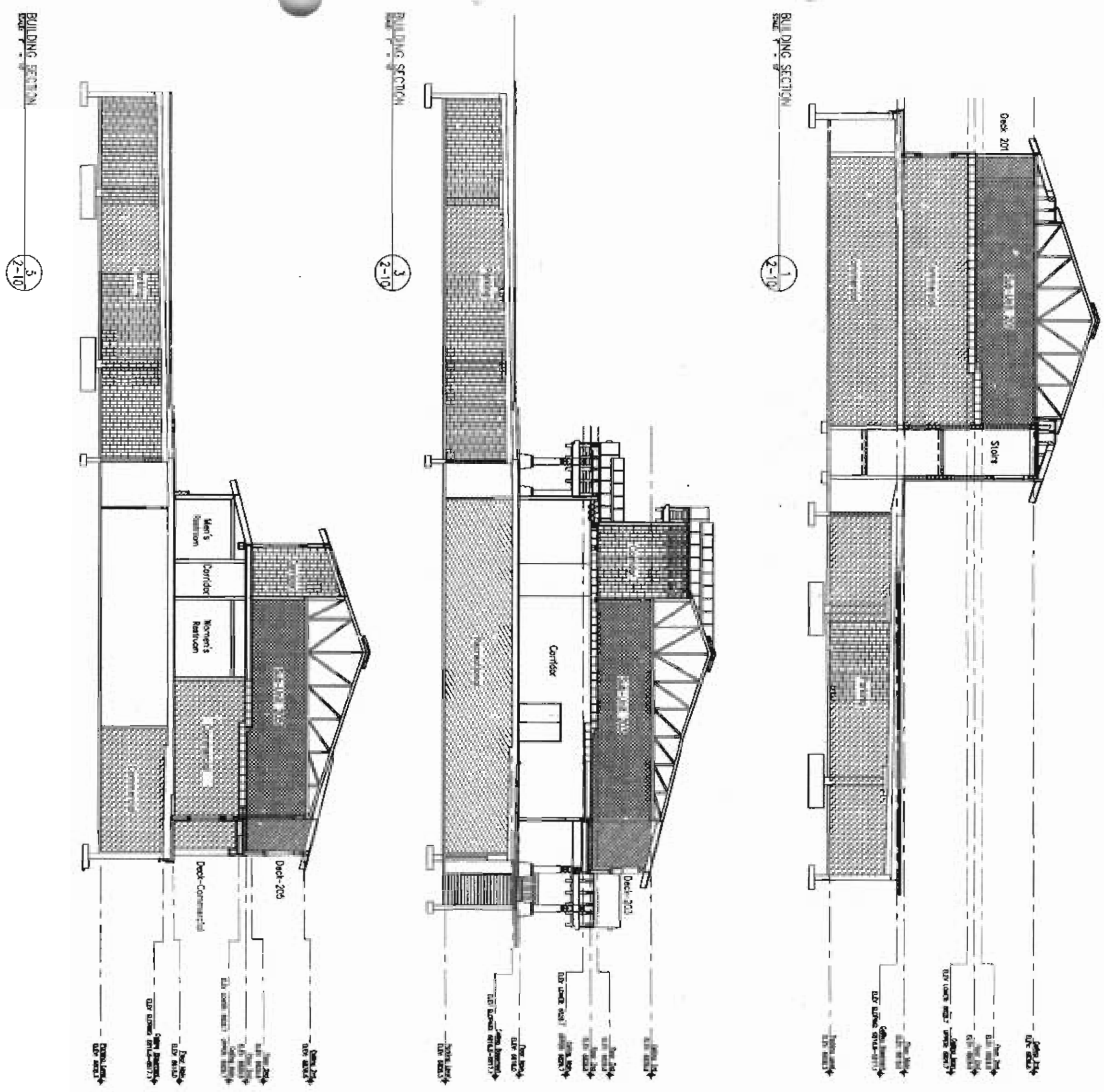
(801) 450-3511, (801) 439-0700 FAX

DWG DATE August 2009

SHEET 4 OF 14

AMENDED HOTEL PARK CITY RESIDENTIAL
CONDOMINIUM PROJECT DECLARATION
CONDOMINIUM PLAT
EAST BASEMENT LEVEL FLOORPLAN



Legend

- General Common Elements
- Hotel Park City Commercial (See Commercial Plat for designation of these areas)
- Limited Common Recreational
- Sub-Unit
- Limited Common Residential
- Non-Public Limited Common

Note: See notes on Cover Sheet

Benchmark: East Quarter corner Section 8 Township 2 South, Range 4 East, Salt Lake Base & Meridian. Found Brass Cap Monument.

RECORDED #

STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF

DATE ____ TIME ____ BOOK ____

PAGE ____ FEE $ ____

SUMMIT COUNTY RECORDER

RECEIVED

OCT 09 2009

PARK CITY PLANNING DEPT.

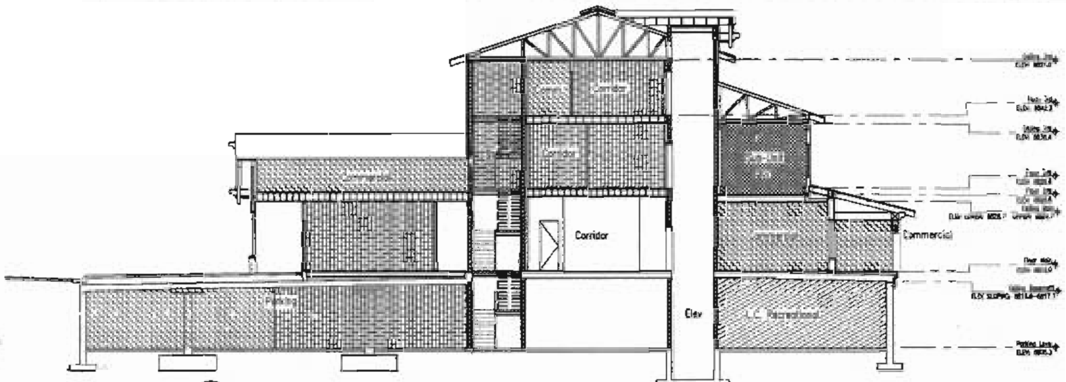
TWIN PEAKS Engineering & Land Surveying
1880 NORTH 800 EAST LEHI, UTAH 84043
(801) 450-3511, (801) 439-0700 FAX

August 2009

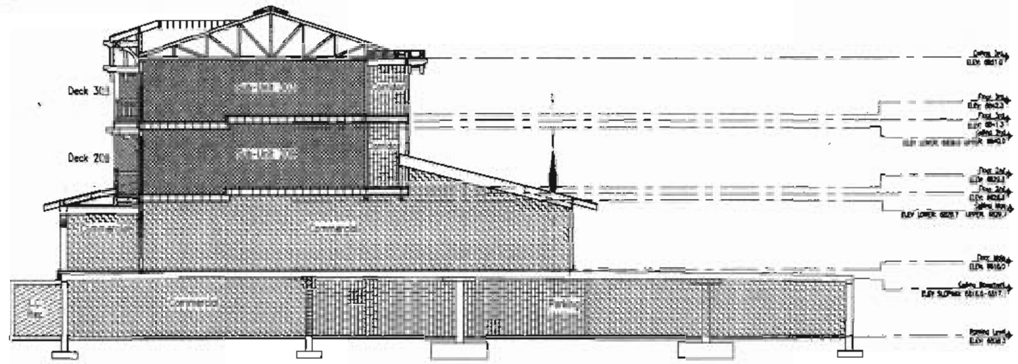
11

14

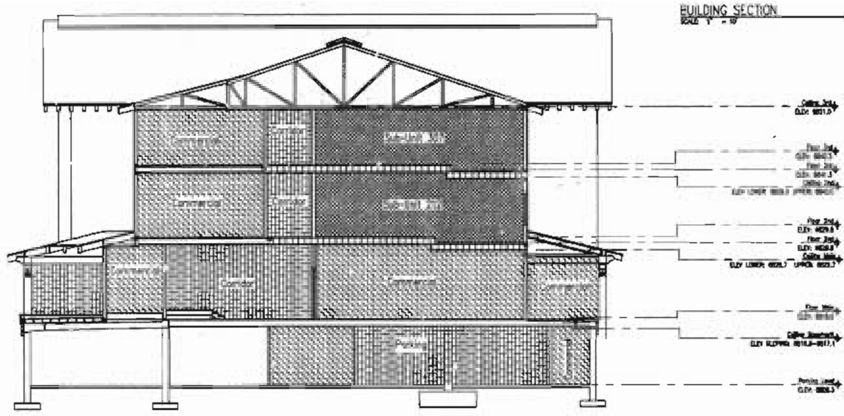
AMENDED HOTEL PARK CITY RESIDENTIAL CONDOMINIUM PROJECT DECLARATION
CONDOMINIUM PLAT
BUILDING SECTIONS



BUILDING SECTION 8/2-10



BUILDING SECTION 7/2-10



BUILDING SECTION 9/2-10

Legend

- General Common Elements
- Hotel Park City Commercial (See Commercial Plat for designation of these areas)
- Limited Common Recreational
- Sub-Unit
- Limited Common Residential
- Non-Public Limited Common

Note: See notes on Cover Sheet

Benchmark: East Quarter corner Section 8 Township 2 South, Range 4 East, Salt Lake Base & Meridian. Found Brass Cap Monument. Elevation: 6800.985

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PARK CITY PLANNING DEPT.

AMENDED HOTEL PARK CITY RESIDENTIAL CONDOMINIUM PROJECT DECLARATION

CONDOMINIUM PLAT

BUILDING SECTIONS

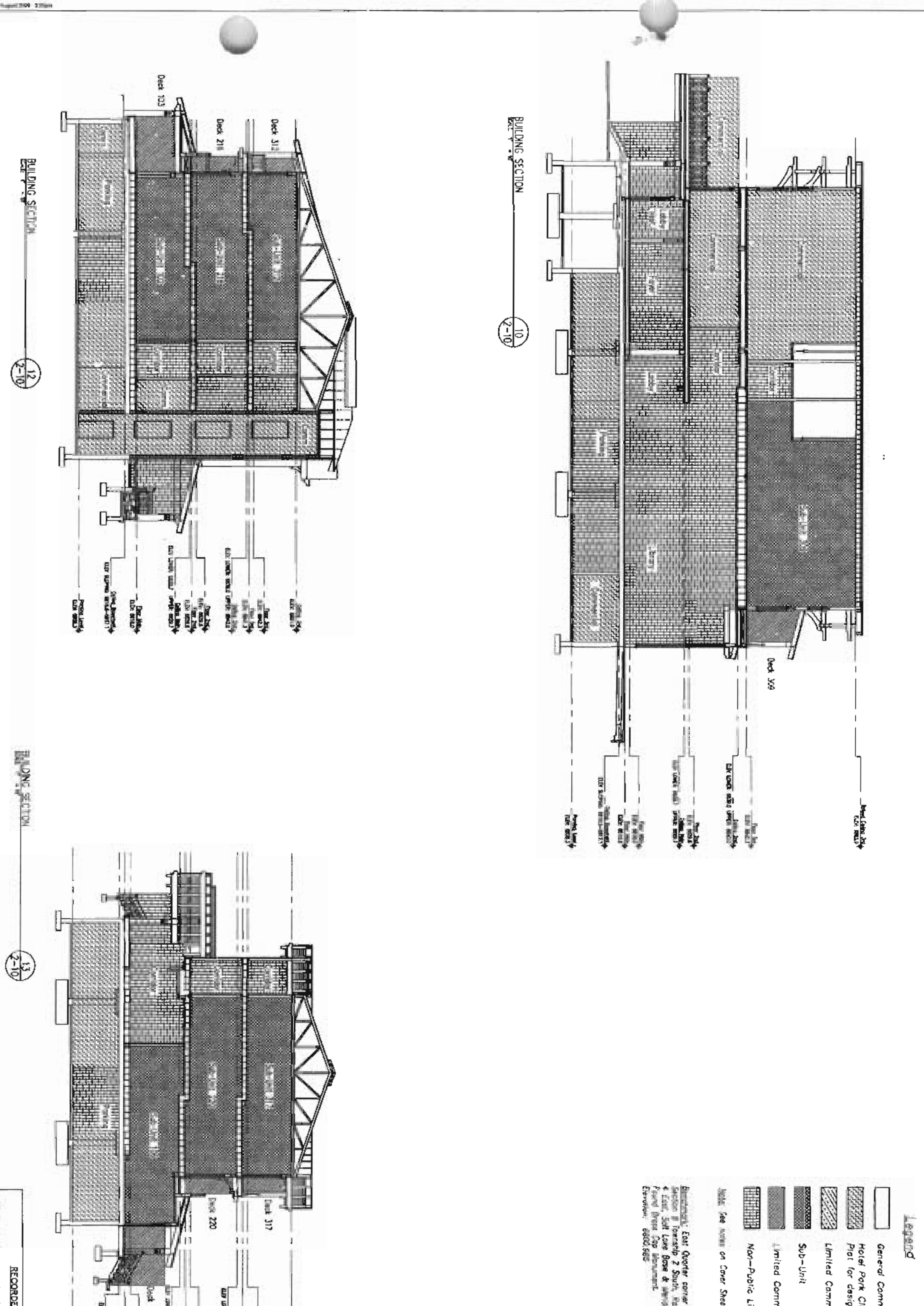
125

TWIN PEAKS
Engineering & Land Surveying
1880 NORTH 800 EAST LEHI, UTAH 84043
(801) 456-1331, (801) 439-0700 FAX

DWG DATE: August 2009

PLOT DATE:

SHEET 12 / 14



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DATE ______ BOOK ______
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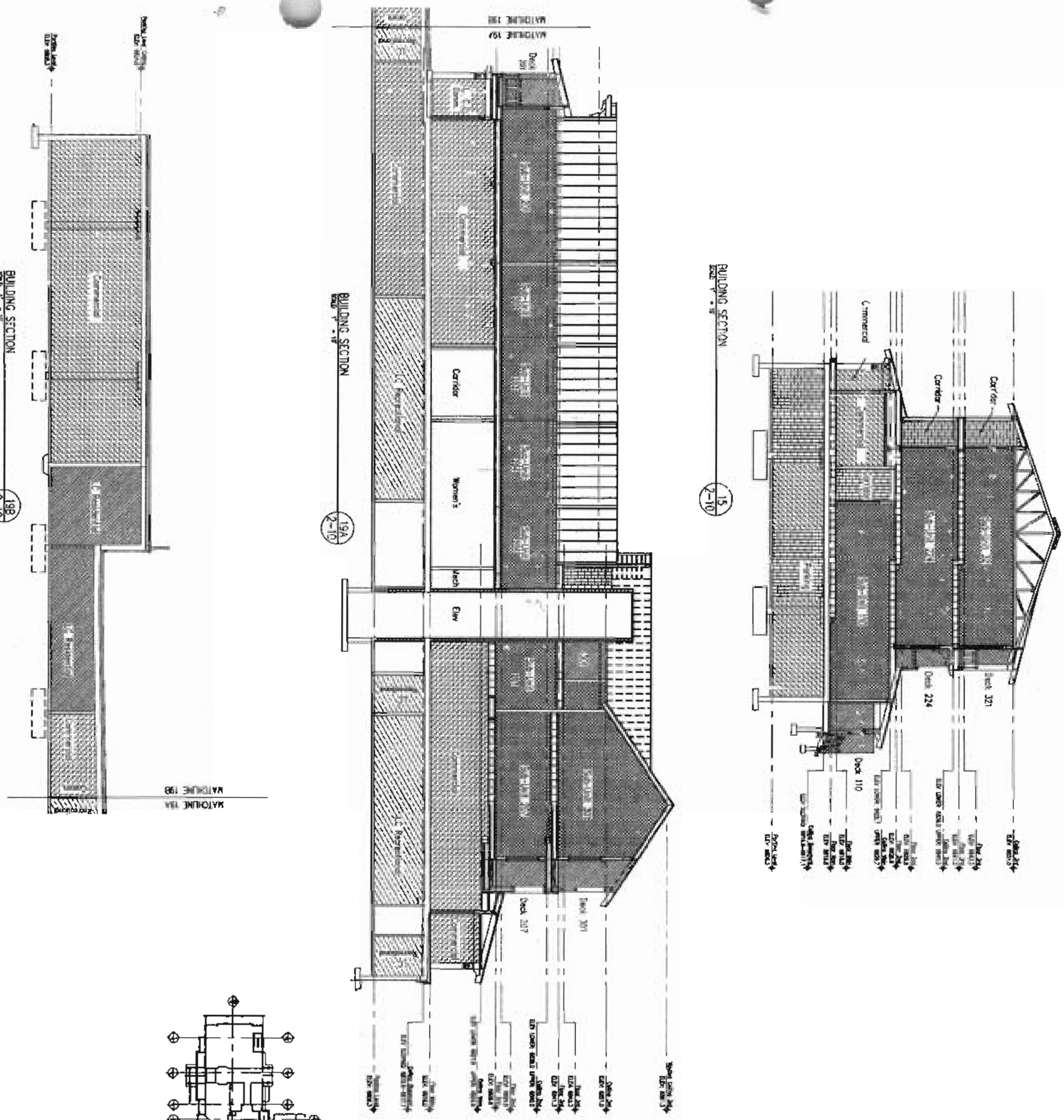
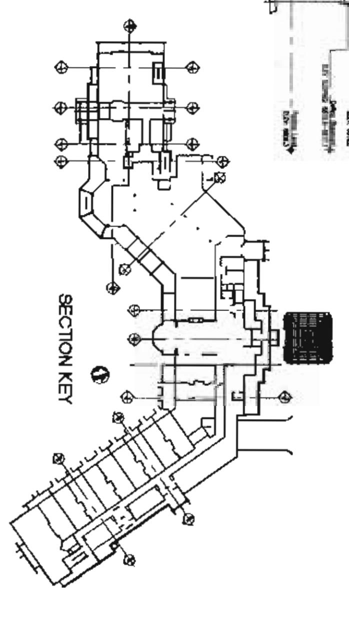
TWIN PEAKS
Engineering & Land Surveying
1880 NORTH 800 EAST LEHI, UTAH 84043
(801) 450-3511, (801) 439-0700 FAX

DWG DATE: August 2009

SHEET 13 of 14

AMENDED HOTEL PARK CITY RESIDENTIAL CONDOMINIUM PROJECT DECLARATION
CONDOMINIUM PLAT
BUILDING SECTIONS





Legend

General Common Elements

Hotel Park City Commercial (See Commercial Plat for designation of these areas)

Limited Common Recreational

Sub-Unit

Limited Common Residential

Non-Public Limited Common

Note: See notes on Cover Sheet

RECORDED #
STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF
DATE ____
PAGE ____ FEE $ ____
SUMMIT COUNTY RECORDER

TWIN PEAKS
Engineering & Land Surveying
1880 NORTH 800 EAST LEHI, UTAH 84043
(801) 450-3511, (801) 439-0700 FAX

August 2009

AMENDED HOTEL PARK CITY RESIDENTIAL CONDOMINUM PROJECT DECLARATION
CONDOMINIUM PLAT
BUILDING SECTIONS

SHEET 14 OF 14

City Council
Staff Report

PARK CITY 1884
PLANNING DEPARTMENT

Subject:	**First Amended Black Bear Condominium Record of Survey**
Project Number:	**PL-08-00372**
Author:	**Brooks T. Robinson, Principal Planner**
Date:	**January 7, 2010**
Type of Item:	**Administrative – Amended Condominium Record of Survey**

Summary Recommendations

Staff recommends the City Council hold a public hearing for the Black Bear amended condominium record of survey and consider approving the amended Black Bear condominium record of survey based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Topic

Applicant:	Ladd W. Tanner, unit owner
Location:	7447 Royal Street Unit #351 (Black Bear Condominiums)
Zoning:	Residential Development (RD) as part of the Deer Valley Master Planned Development (MPD)
Adjacent Land Uses:	Other development parcels of the Silver Lake area of Deer Valley, Silver Lake Fire Station.

Background

On September 10, 2007, the City received a completed application for the first amended record of survey for the Black Bear condominiums. The applicant seeks to divide Unit 351 into two separate, saleable units. Subsequent to receiving the application, staff reviewed the Condominium documents and found that only the developer or its heir could request to divide particularl units, including #351. That issue has been resolved and the owners have voted to approve the change (Exhibit B).

On May 10, 1995, the Planning Commission approved a Conditional Use Permit for the Black Bear Lodge. The Deer Valley Master Plan (DVMPD) has an allowed density of 51 units equivalents (UEs) for the 1.39 acre site (lot 22 of the Deer Valley Club Estates). Within the DVMPD, a developer can utilize either the City's Unit Equivalent (UE) formula of 2,000 square feet per UE or develop the proscribed number of units with an unlimited size. In the case of Black Bear, the developer utilized the UE formula creating 53 actual units of limited sizes. The total square footage of the building utilized 42.75 UEs. There is a residual of 8.25 UEs of the 51 allowed UEs. The Condominium documents contemplated the possible splitting of four units, including #351 (units 151/152 on the first level, 251/252 on the second level were divided with the initial platting and #451 could undergo the same process).

On December 9, 2009, the Planning Commission held a public hearing on this application and forwards a positive recommendation. There was no public input.

Analysis

The proposed record of survey creates two units from the built Unit 351. The existing configuration and the operation of the current unit is as two units. The current condominium plat indicates 53 units with levels one and two having separate “double units”. They are numbered as 151 and 152 on the first level and 251 and 252 on the second level. The same is not true on the levels above, units 351 and 451.

The proposed new Unit 351 is 1,312 square feet and Unit 352 is 1,243 square feet. The hallway accessing both of these proposed units will be platted as Limited Common. The original unit required three parking spaces; the Planning Commission in its prior approval required 1.5 parking spaces for units of the proposed sizes. No net increase in parking is required.

Unit 351 functions as two units under one ownership. A hallway separates the two sides of the unit. There are separate entrances from the hallway; each side has its own kitchen and living quarters. There is no shared rooms or doors between the two sides.

As the project is built and no new square footage is proposed, the unit equivalents for the building would be unchanged. Staff finds good cause for this record of survey as this condominium is consistent with the Deer Valley MPD and the Black Bear development utilizing the Unit Equivalent formula. The Black Bear HOA voted to approve the change.

Process

The approval of this application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18. A Building Permit is publicly noticed by posting of the permit.

Department Review

This project has gone through an interdepartmental review. No further issues were brought up at that time.

Notice

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record.

Public Input

Staff has not received any public input at the time of this report.

Alternatives

- The City Council may approve the first amended Black Bear condominium record of survey plat as conditioned or amended, or

- The City Council may deny the first amended Black Bear condominium record of survey plat and direct staff to make Findings for this decision, or
- The Planning Commission may continue the discussion on the first amended Black Bear condominium record of survey plat.

Significant Impacts
There are no significant fiscal or environmental impacts from this application.

Consequences of not taking the Suggested Recommendation
The units could not be separately sold.

Recommendation
Staff recommends the City Council hold a public hearing for the Black Bear amended condominium record of survey and consider approving the amended Black Bear condominium record of survey based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Exhibits
Exhibit A – Ordinance with plat
Exhibit B – Letter from HOA

PL-08-00372 7447 Royal St - Staff report CC 01.07.10.doc

Ordinance No. 10-

AN ORDINANCE APPROVING THE FIRST AMENDED BLACK BEAR CONDOMINIUM RECORD OF SURVEY PLAT LOCATED AT 7447 ROYAL STREET, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Black Bear condominium unit #351, have petitioned the City Council for approval of the first amended Black Bear Condominium record of survey; and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on December 9, 2009, to receive input on the first amended Black Bear Condominium record of survey;

WHEREAS, the Planning Commission, on December 9, 2009, forwarded a recommendation to the City Council; and,

WHEREAS, on January 7, 2010, the City Council held a public hearing on the first amended Black Bear Condominium record of survey; and

WHEREAS, it is in the best interest of Park City, Utah to approve the first amended Black Bear Condominium record of survey.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The first amended Black Bear Condominium record of survey as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is Unit 351 of the Black Bear condominiums, located at 7447 Royal Street.
2. The Black Bear condominiums are located in the RD-MPD zoning district and subject to the Deer Valley Master Planned Development. On May 10, 1995, the Planning Commission approved a Conditional Use Permit for the Black Bear Lodge.
3. The Deer Valley Master Planned Development allowed for either the utilization of the City's Unit Equivalent formula, up to the specified number, or the development of the proscribed units with no limit on unit sizes.
4. The project site had an allowed density of 51 units for the 1.39 acre site (lot 22 of the Deer Valley Club Estates).

5. The Black Bear development created 53 actual units of limited sizes utilizing the Unit Equivalent formula, equating to 42.75 UEs. There is a residual of 8.25 UEs of the 51 allowed UEs.
6. The proposed record of survey creates two units from the built Unit 351. The existing configuration and the operation of the current unit is as two units.
7. The proposed new Unit 351 is 1,312 square feet and Unit 352 is 1,243 square feet. The hallway accessing both of these proposed units will be platted as Limited Common.
8. The original unit required three parking spaces; the Planning Commission in its prior approval required 1.5 parking spaces for units of the proposed sizes. There is no net increase in parking demand and additional off-street parking is not required.
9. As the project is built and no new square footage is proposed, the unit equivalents for the building would be unchanged.
10. The Black Bear HOA voted to approve the change.

<u>Conclusions of Law:</u>
1. There is good cause for this record of survey.
2. The record of survey is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed record of survey.
4. Approval of the record of survey, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

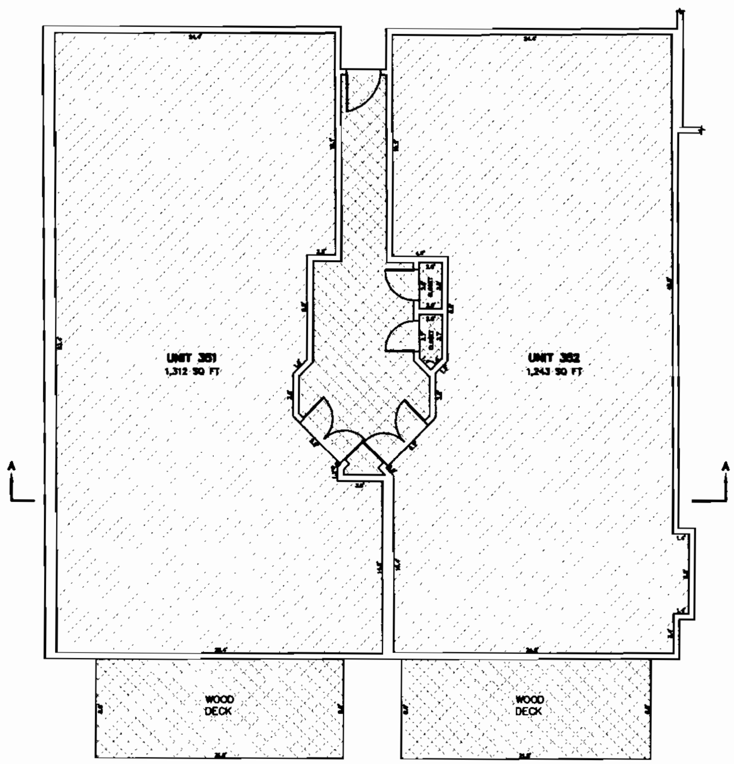
<u>Conditions of Approval:</u>
1. The City Attorney and City Engineer will review and approve the final form and content of the record of survey for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the record of survey at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void.
3. All conditions of approval of the Deer Valley Master Planned Development and the May 10, 1995, Black Bear Condominium Conditional Use Permit and plat shall continue to apply.

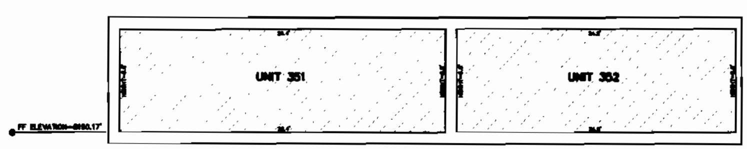
<u>SECTION 2. EFFECTIVE DATE.</u> This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 7th day of January, 2010.

Exhibits

Exhibit A – Record of Survey plat





SECTION A-A

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Ladd W. Tanner, a married man, sole and separate property, the undersigned owner of the herein described condominium, to be known hereafter as FIRST AMENDED BLACK BEAR CONDOMINIUMS, does hereby certify that he has caused this plat to be prepared, and does hereby consent to the recording of this FIRST AMENDED BLACK BEAR CONDOMINIUMS plat.

In witness whereof, the undersigned set his hand this ______ day of

__________________, 2007.

____
Ladd W. Tanner
Owner, Unit 351

ACKNOWLEDGMENT

State of ____________:
ss:
County of ____________:

On this ______ day of ______________________, 2007, Ladd W. Tanner personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Ladd W. Tanner acknowledged to me that he is the owner of the herein described condominium, and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

____
A Notary Public commissioned in Utah

____
Printed Name

Residing in: ________________

My commission expires: ____________________

OWNER'S DEDICATION AND CONSENT TO RECORD

The Black Bear Condominium Owners Association hereby consents to the recording of this FIRST AMENDED BLACK BEAR CONDOMINIUMS. The officer signing this plat represents that the amendment has received the approval of all of the owners of condominium units.

Dated this __________ day of __________, 2007

Black Bear Condominium Owners Association

by: ____________________
President

ACKNOWLEDGMENT

State of ______________:
: ss
County of ______________:

On this ______ day of ______________________, 2007, personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn,

____________________ acknowledged to me that he is the president of Black Bear Condominiums and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

____
Notary Public

____
Printed Name

Residing in: ________________

My commission expires: ____________________

SURVEYOR'S CERTIFICATE

I, John Demkowicz, do hereby certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners I have prepared this First Amended Condominium Plat of the Black Bear Condominiums in accordance with the Utah Condominium Act. I further certify that the information shown on this plat is correct.

____________________ ____________
John Demkowicz Date

LEGAL DESCRIPTION

Unit No. 351, Black Bear Condominium, a Utah condominium project, together with an appurtenant undivided interest in the common area as the same is described and set forth in the record of survey map recorded April 23, 1997, as Entry No. 477308 and the Declaration of Condominium, recorded April 23, 1997, as Entry No. 477309, in Book 1041, at Page 424, Summit County Recorder's Office. Together with any and all supplements and amendments thereto.

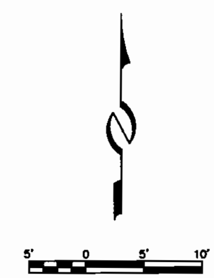
NOTES

1. This Amended Record of Condominium Plat reflects the division of Unit 351.
2. For complete description and dimensions of other units and garage spaces, refer to the Record of Condominium Plat of Black Bear Condominiums, Recorded No. 477308 in the Summit County Recorder's Office.
3. All notes and conditions on the Black Bear Condominiums Plat remain in full force and effect except as amended hereon.
4. The address of Unit 351 is 7447 Royal Street West #351.

LEGEND

PRIVATE OWNERSHIP

LIMITED COMMON OWNERSHIP



FIRST AMENDED CONDOMINIUM PLAT OF

BLACK BEAR CONDOMINIUMS

LOCATED IN THE NORTHWEST QUARTER OR SECTION 27
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

11/21/07 JOB NO.: 10-8-07 FILE: X:\SilverLakeVillage\dwg\srv\plat\plat2007\100807.dwg

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ______ DAY OF __________, 2007 A.D. BY __________ S.B.W.R.D.	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF __________, 2007 A.D. BY __________ CHAIRMAN	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ______ DAY OF __________, 2007 A.D. BY __________ PARK CITY ENGINEER	APPROVED AS TO FORM THIS ______ DAY OF __________, 2007 A.D. BY __________ PARK CITY ATTORNEY	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ______ DAY OF __________, 2007 A.D. BY __________ PARK CITY RECORDER	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ______ DAY OF __________ 2007 A.D. BY __________ MAYOR	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF __________ DATE ______ TIME ______ BOOK ______ PAGE ______ ______ FEE ______ RECORDER

BLACK BEAR
lodge
AT DEER VALLEY RESORT

June 27, 2009

Park City Planning Department
Attn. Brooks T. Robinson
1255 Iron Horse Drive
Park City, UT 84060

Dear Brooks,

I am writing as the agent of the Black Bear Lodge Homeowners Association. The Black Bear Lodge was approached by the owner of unit 351 (a double unit) last fall with the request that he be allowed to split the unit in to two separate (single) units.

The Black Bear Lodge Homeowners Association is the successor to the Developer and as such is considered to be the "Declarant" pursuant to the definition of "declarant" in the CC&R's of the Black Bear Lodge. As the Declarant, the Black Bear Lodge Homeowners Association has the power to authorize the division of unit 351 as requested. Further, the separation of 351 in to two units is allowed under Section 4.3 of the CC&R's of the Black Bear Lodge.

The HOA provided its consent and affirmation to the split of unit 351 and the amendment of the record of survey as submitted by owner to effectuate the split of unit 351 in October 2008. Subsequent to that approval, the City required that the Association obtain a majority vote of the owners in favor of this split. The Association has complied with this request and has received a majority vote of the owners in favor of this owners request. We trust that the approval of the Board and the unit owners will allow the City to approve this owners request.

Should you have any questions concerning the application or the supporting documentation, please do not hesitate to contact me at 435-487-4105.

Sincerely,

Nicolas Caravaglia
President, David Holland's Resort Lodging
Agent for the Black Bear Lodge HOA

City Council
Staff Report

Subject:	**Parkwood Place Condominiums Amended**
Author:	**Brooks T. Robinson, Principal Planner**
Project Number:	**PL-09-00789**
Date:	**January 7, 2010**
Type of Item:	**Administrative – Amended Record of Survey**

PARK CITY 1884
PLANNING DEPARTMENT

Summary Recommendations

Staff recommends the City Council hold a public hearing for the Parkwood Place amended condominium record of survey and consider approving the amended Parkwood Place condominium record of survey based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Description

Applicant:	Parkwood Place HOA, represented by David Belz
Location:	801-817 Park Ave and 804-816 Woodside Ave
Zoning:	Historic Residential (HR-1) and Historic Recreation Commercial (HRC) as part of a Master Planned Development
Adjacent Land Uses:	Residential to the south and west, Town Run and bridge to the north, Commercial to the east across Park Avenue
Reason for Review:	Amendments to condominium records of survey require Planning Commission review and City Council approval

Background

The Planning Commission approved a Master Planned Development for an eight unit mixed-use development the property on May 11, 2005 and a Development Agreement on December 14, 2005. As the project is on one lot of record (combining an equivalent of 14 Old Town lots), the Board of Adjustment approved a request for a special exception for a 5 foot side yard on the north side and a 10 foot front yard along Woodside Avenue on May 3, 2005. On July 26, 2006, the Parkwood Place condominium record of survey was recorded at Summit County. The project, being built in one phase, is nearing completion. The four units facing Woodside are restricted to residential uses while the four units on Park Avenue may include commercial uses.

The project is located at 801-817 Park Avenue and 804-816 Woodside Avenue, within the Park City limits. The property is zoned HR-1, Historic Residential and HRC, Historic Residential Commercial, and is subject to the 801-817 Park Avenue MPD. The condominium locations are consistent with the zoning districts and the approved MPD. The amended record of survey plat is for the entire project.

On September 25, 2009, the City received a complete application to amend to the Parkwood Place condominium record of survey to reflect the as-built conditions. Subsequent to the application, staff requested a summary of the changes from the recorded plat to the proposed plat. That summary is attached as Exhibit B.

On December 9, 2009, the Planning Commission held a public hearing on this application and forwards a positive recommendation. There was no public input.

Analysis
The plat is consistent with the approved MPD and Development Agreement, in terms of size and location of the buildings, proposed uses, and required parking. All conditions of approval of the 801-817 Park Avenue MPD approval continue to apply. The Unit Equivalent formula was not used in this project.

A condominium record of survey identifies ownership as Common to all owners, Limited Common appurtenant to adjacent units but still owned in common, and Private space. Exhibit B shows both a summary of the changes to the ownership on the first page and the specific changes to each unit and plat sheet on subsequent pages. The summary is in the following table:

Common Area Existing = 10,158.25 sf	Common Area Proposed = 10,172.36 sf	Difference = +14.11 sf
Limited Common Existing = 13,273.60 sf	Limited Common Proposed = 12,862.00 sf	Difference = -411.60 sf
Private area Existing = 33,295.89 sf	Private area proposed = 34,295.89 sf	Difference = +743.76 sf

Most of the increase in Private area and decrease in Limited Common is due to changes in Storage area designations. Also, design changes in some units (particularly Unit 804 with almost 515 sf) contributed to increases in the Private area. The MPD, Development Agreement and initial record of survey anticipated a total footprint of 9,062 square feet. The total footprint allowable on the site is 9,388. A front entry that encompasses an additional forty square feet at 804 Woodside is the only change in the footprint and is within the allowable total footprint for the project.

Staff finds good cause for this amended record of survey as it reflects the as-built conditions of the project.

Process
The approval of this application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18. A Building Permit is publicly noticed by posting of the permit.

Department Review
This project has gone through an interdepartmental review. No further issues were brought up at that time.

Notice
The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also put in the Park Record.

Public Input
No public input has been received by the time of this report.

Alternatives

- The City Council may approve the Parkwood Place Amended condominium record of survey as conditioned or amended; or
- The City Council may deny the Parkwood Place Amended condominium record of survey and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on Parkwood Place Amended condominium record of survey.

Significant Impacts
There are no significant fiscal or environmental impacts from this application.

Consequences of not taking the Suggested Recommendation
The condominiums would not reflect the as-built conditions.

Recommendation
Staff recommends the City Council hold a public hearing for the Parkwood Place amended condominium record of survey and consider approving the amended Parkwood Place condominium record of survey based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Exhibits
Exhibit A – Proposed Parkwood Place Amended condominium record of survey
Exhibit B – Changes in plat (correspondence from Evergreen Engineering)

Ordinance No. 10-

AN ORDINANCE APPROVING THE PARKWOOD PLACE AMENDED CONDOMINIUM RECORD OF SURVEY LOCATED AT 801-817 PARK AVENUE AND 804-816 WOODSIDE AVENUE, PARK CITY, UTAH.

WHEREAS, the owners of the property located at 801-817 Park Avenue and 804-816 Woodside Avenue have petitioned the City Council for approval of the Parkwood Place Amended condominium record of survey; and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on December 9, 2009, to receive input on the Parkwood Place Amended condominium record of survey;

WHEREAS, the Planning Commission, on December 9, 2009, forwarded a positive recommendation to the City Council; and,

WHEREAS, it is in the best interest of Park City, Utah to approve the Parkwood Place Amended condominium record of survey.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Parkwood Place Amended condominium record of survey as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 801-817 Park Avenue and 804-816 Woodside Avenue.
2. The zoning is Historic Residential (HR-1) and Historic Recreation Commercial (HRC) as part of a Master Planned Development.
3. On September 25, 2009, the City received a complete application to amend to the Parkwood Place condominium record of survey to reflect the as-built conditions
4. There are eight units in the project, four facing Park Avenue and four facing Woodside Avenue.
5. The units facing Woodside are restricted to residential uses. The units facing Park may have commercial uses.
6. The condominium locations are consistent with the zoning districts and the approved MPD.
7. On September 25, 2009, the City received a complete application to amend to the Parkwood Place condominium record of survey to reflect the as-built conditions.

Conclusions of Law:

1. There is good cause for this amended record of survey as it reflects the as-built conditions.
2. The amended record of survey is consistent with the Park City Land Management Code and applicable State law regarding condominium plats, the Park City General Plan and Land Management Code, and the Parkwood Place MPD and Development Agreement.
3. Neither the public nor any person will be materially injured by the proposed amended record of survey.
4. Approval of the amended record of survey, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the amended record of survey for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the amended record of survey at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void.
3. All conditions of approval of the Parkwood Place Master Planned Development and development agreement shall continue to apply.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 7th day of January, 2010.

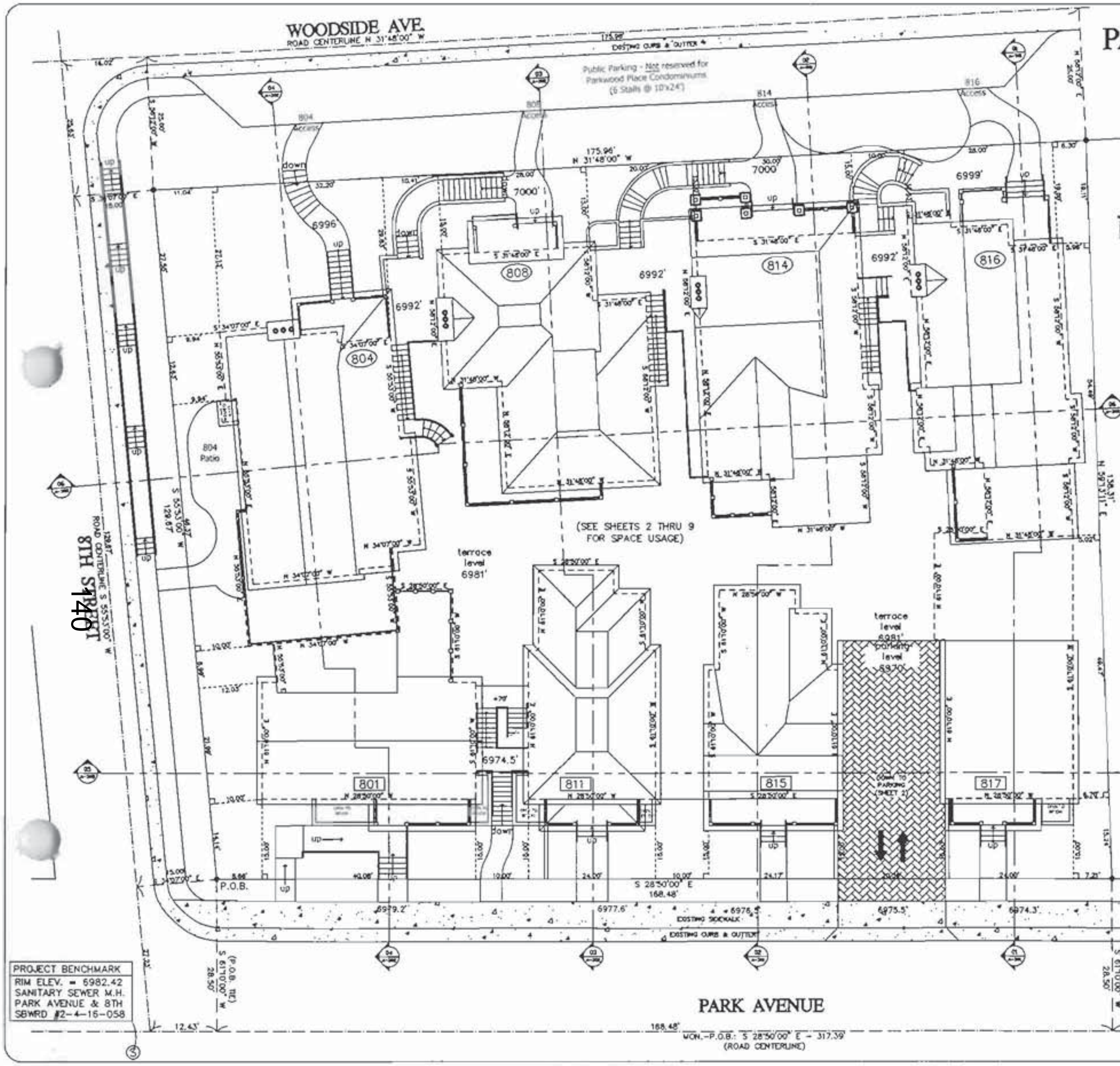
Exhibit A – Record of Survey plat

RECORD OF SURVEY MAP

PARKWOOD PLACE CONDOMINIUMS AMENDED

AN EXPANDABLE CONDOMINIUM PROJECT

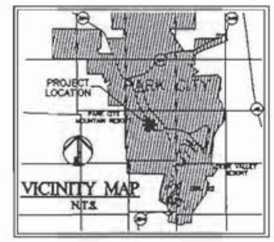
A PARCEL OF LAND LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH



PROJECT BENCHMARK
RIM ELEV. = 6982.42
SANITARY SEWER M.H.
PARK AVENUE & 8TH
SBWRD #2-4-16-058

GRAPHIC SCALE

(IN FEET)
1 inch = 10 ft.



VICINITY MAP
N.T.S.

LEGAL DESCRIPTION

ALL OF PARKWOOD PLACE CONDOMINIUMS, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, NO. 784561. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND MONUMENT AT THE INTERSECTION OF PARK AVENUE AND 9TH STREET; THENCE SOUTH 28°50'00" EAST A DISTANCE OF 317.39 FEET; THENCE SOUTH 61°10'00" WEST A DISTANCE OF 28.50 FEET TO THE SOUTHEAST CORNER OF BLOCK 2 OF THE SNYDERS ADDITION TO PARK CITY SURVEY, SAID POINT BEING THE TRUE POINT OF BEGINNING, (BASIS OF BEARING BEING NORTH 35°59'00" WEST BETWEEN THE SAID FOUND MONUMENT AT THE INTERSECTION OF PARK AVENUE AND 9TH STREET AND A FOUND MONUMENT AT THE INTERSECTION OF PARK AVENUE AND 13TH STREET); THENCE ALONG THE SOUTH LINE OF SAID BLOCK 2, SOUTH 55°53'00" WEST A DISTANCE OF 129.87 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 2; THENCE ALONG THE WESTERLY LINE OF SAID BLOCK 2, NORTH 31°48'00" WEST A DISTANCE OF 175.96 FEET; THENCE LEAVING SAID WESTERLY LINE, NORTH 59°13'11" EAST A DISTANCE OF 138.31 FEET TO THE EASTERLY LINE OF SAID BLOCK 2; THENCE ALONG SAID EASTERLY LINE SOUTH 28°50'00" EAST A DISTANCE OF 168.48 FEET TO THE POINT OF BEGINNING.

CONTAINS: 23,042.77 SQUARE FEET OR 0.529 ACRES.

SURVEYOR'S CERTIFICATE

I, GREGORY R. WOLBACH, OF PARK CITY, UTAH, CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 187788, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THAT I HAVE PERFORMED A SURVEY OF THE HEREON DESCRIBED PROPERTY.

I FURTHER CERTIFY THAT THIS RECORD OF SURVEY IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REGULATIONS OF THE LAW AND AS SPECIFIED IN SECTION 57-8-13 OF CHAPTER 8, CONDOMINIUM OWNERSHIP ACT, UTAH CODE TITLE 57, REAL ESTATE.

STATE OF UTAH
GREGORY R. WOLBACH
NO. 187788
PROFESSIONAL LAND SURVEYOR

GREGORY R. WOLBACH   DATE:

NOTES

1. BASIS OF BEARING: NORTH 35°59'00" WEST 1869.96' (1870.00' RECORD) BETWEEN A FOUND ROAD MONUMENT IN PARK AVENUE AT 9TH STREET AND A FOUND ROAD MONUMENT IN PARK AVENUE AT 13TH STREET.
2. PROPERTY CORNERS: SET SURVEY MONUMENTS AT ALL BOUNDARY CORNERS AS SHOWN AND MARKED HEREON.
3. LOCATED WITHIN: THE SW. 1/4 OF SEC. 8, T. 2 S., R. 4 E., S.L.B.&M., PARK CITY, SUMMIT COUNTY, UTAH.
4. THIS PLAT REPRESENTS AN AMENDMENT OF THE "PARKWOOD PLACE CONDOMINIUMS", ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, RECORDATION NUMBER 784561.
5. COVENANTS, CONDITIONS, RESTRICTIONS, REQUIREMENTS, EASEMENTS, OR ITEMS PREVIOUSLY ASSOCIATED WITH THE PROPERTY DESCRIBED HEREON REMAIN IN EFFECT. ALL REQUIREMENTS SET FORTH TO THIS AMENDED CONDOMINIUM PLAT ARE IN ADDITION TO PREVIOUSLY ASSOCIATED ITEMS.
6. THIS PLAT IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE "PARKWOOD PLACE CONDOMINIUMS AMENDED", AN EXPANDABLE CONDOMINIUM PROJECT, AS RECORDED IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, ENTRY NO ____________ BOOK ____________ AT PAGE ____________
7. THE UNITS OF THIS CONDOMINIUM ARE SERVED BY A COMMON PRIVATE LATERAL WASTEWATER LINE. THE "PARKWOOD PLACE CONDOMINIUMS, HOMEOWNERS ASSOCIATION" SHALL BE RESPONSIBLE FOR OWNERSHIP, OPERATION AND MAINTENANCE OF ALL COMMON PRIVATE LATERAL WASTEWATER LINES.
8. ALL SPACE WITHIN EACH INDIVIDUAL UNIT IS PRIVATE AREA, THIS INCLUDES ATTIC AND GARAGE SPACE.

AREA TABULATIONS

COMMON AREA	- 10,172.36 S.F.
LIMITED COMMON AREA	- 12,862.00 S.F.
* 801 PARK AVENUE	- 1,290.75 SF
* 804 WOODSIDE AVENUE	- 2,446.07 SF
* 808 WOODSIDE AVENUE	- 2,506.48 SF
* 811 PARK AVENUE	- 795.09 SF
* 814 WOODSIDE AVENUE	- 2,141.33 SF
* 815 PARK AVENUE	- 910.48 SF
* 816 WOODSIDE AVENUE	- 1,735.76 SF
* 817 PARK AVENUE	- 1,046.03 SF
PRIVATE AREA (UNITS)	- 34,295.80 S.F.
* 801 PARK AVENUE	- 4,395.69 SF
* 804 WOODSIDE AVENUE	- 6,326.80 SF
* 808 WOODSIDE AVENUE	- 5,222.18 SF
* 811 PARK AVENUE	- 2,019.01 SF
* 814 WOODSIDE AVENUE	- 5,847.42 SF
* 815 PARK AVENUE	- 1,981.66 SF
* 816 WOODSIDE AVENUE	- 5,386.10 SF
* 817 PARK AVENUE	- 3,226.92 SF

SYMBOL LEGEND

●	SET REBAR W/CAP "EVERGREEN ENG" "PLS 187788"
◆	FOUND & ACCEPTED ROAD MONUMENT IN PARK AVENUE
STREET ADDRESS (TYP): PARK AVENUE	801
STREET ADDRESS (TYP): WOODSIDE AVENUE	804

OWNERS DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT PARKWOOD PLACE CONDOMINIUM ASSOCIATION, INC. (THE "ASSOCIATION"), THE AUTHORIZED REPRESENTATIVE OF ALL OF THE UNIT OWNERS IN PARKWOOD PLACE CONDOMINIUMS PURSUANT TO A VOTE AND/OR CONSENT OF UNIT OWNERS HOLDING AT LEAST A TWO-THIRDS OWNERSHIP INTEREST IN THE COMMON AREA AND FACILITIES OF THE PROJECT AS REQUIRED BY ARTICLE XXIII OF THE CONDOMINIUM DECLARATION FOR PARKWOOD PLACE CONDOMINIUMS, CERTIFIES THAT IT HAS CAUSED THIS SURVEY TO BE MADE AND THIS RECORD OF SURVEY TO BE PREPARED. THE ASSOCIATION, ON BEHALF OF ALL OF THE UNIT OWNERS, DOES HEREBY CONSENT TO THE RECORDATION OF THE PLAT.

PARKWOOD PLACE CONDOMINIUM ASSOCIATION, INC.
A UTAH NON PROFIT CORPORATION

BY: ____________________
DAVID BELZ, PRESIDENT

ACKNOWLEDGMENT

STATE OF UTAH } DAVID BELZ
COUNTY OF SUMMIT } PARKWOOD PLACE CONDOMINIUM ASSOCIATION, INC., A UTAH NONPROFIT CORPORATION

ON THE ____________ DAY OF ____________, 2009, PERSONALLY APPEARED BEFORE ME DAVID BELZ, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS PRESIDENT OF PARKWOOD PLACE CONDOMINIUM ASSOCIATION, INC., A UTAH NONPROFIT CORPORATION, AND DULY ACKNOWLEDGED TO ME THAT HE IS AUTHORIZED TO SIGN THE FOREGOING INSTRUMENT ON BEHALF OF THE CORPORATION AND FURTHER ACKNOWLEDGED TO ME THAT THE CORPORATION EXECUTED THE SAME.

____________________   MY COMMISSION EXPIRES: ____________
NOTARY PUBLIC   RESIDING IN ____________
COUNTY, UTAH

RECEIVED
SEP 25 2009
PARK CITY
PLANNING DEPT.

SHEET 1 OF 9

Evergreen Engineering, Inc.
Civil Engineering * Land Surveying * Land Planning
1670 Bonanza Drive * Suite 104
P.O. Box 2861 * Park City * Utah * 84060
Phone: 435.649.4667 * Fax: 435.649.9219
E-mail: office@evergreen-eng.com

CITY ENGINEER
THIS PLAT IS IN CONFORMANCE WITH INFORMATION ON FILE IN THE OFFICE OF THE PARK CITY ENGINEERING DEPARTMENT ON THIS ______ DAY OF ____________ A.D. 2009.
CITY ENGINEER

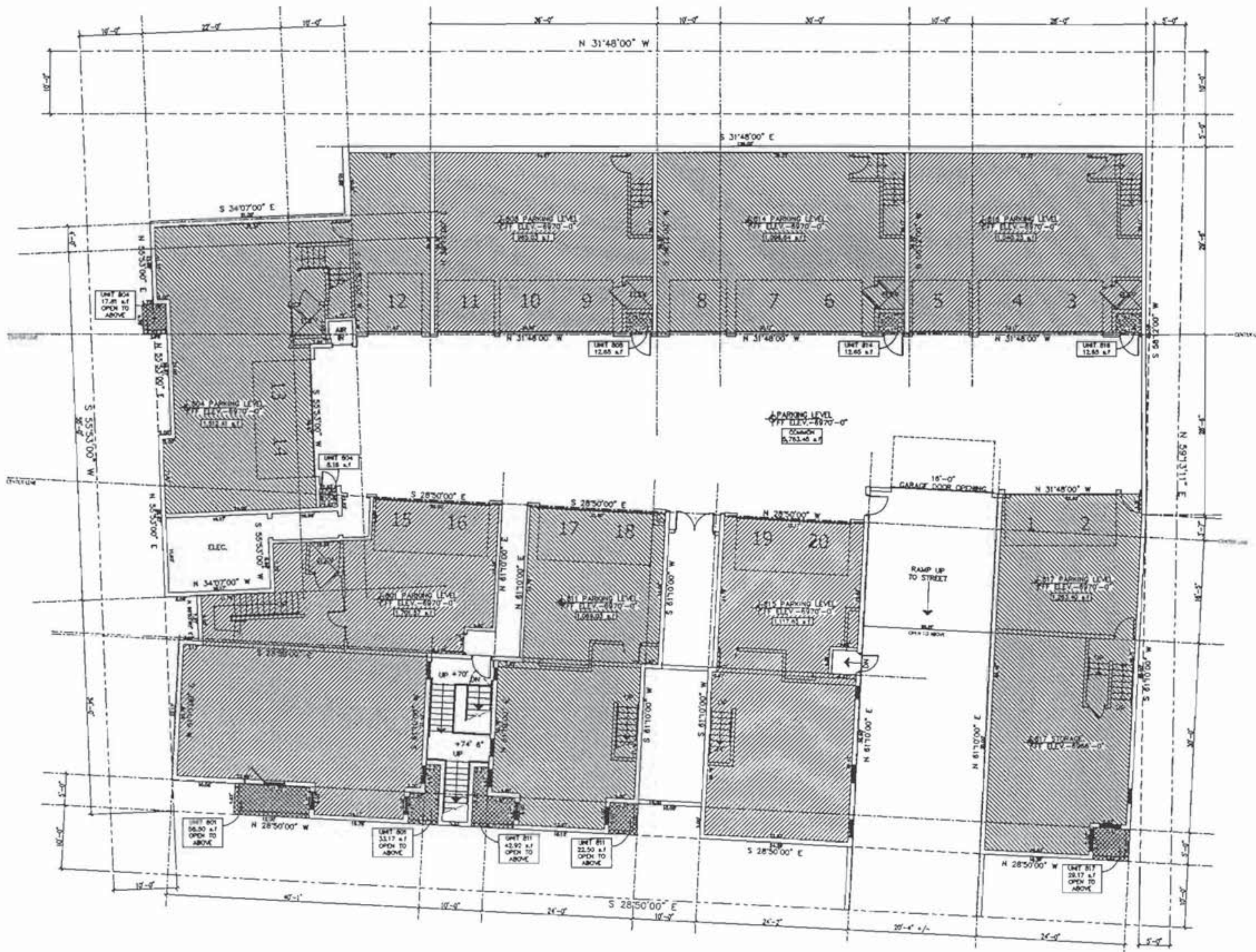
SNYDERVILLE BASIN W.R.D.
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ______ DAY OF ____________ AD 2009.
BY: ____________
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

CITY PLANNING COMMISSION
APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS ______ DAY OF ____________ A.D. 2009.
CHAIRMAN

APPROVAL AS TO FORM
APPROVED AS TO FORM ON THIS ______ DAY OF ____________ A.D. 2009.
CITY ATTORNEY

CITY COUNCIL APPROVAL
PRESENTED TO THE BOARD OF CITY COUNCIL THIS ______ DAY OF ______ A.D. 2009 AT WHICH TIME THIS RECORD OF SURVEY WAS APPROVED
MAYOR
CITY RECORDER

RECORDED
Nº. ____________
STATE OF ____________
COUNTY OF ____________
RECORDED AND FILED AT THE REQUEST OF: ____________
COUNTY RECORDER



HATCHING LEGEND

- COMMON AREA
- LIMITED COMMON AREA
- PRIVATE AREA

AREA TABULATIONS

COMMON AREA –	5,783.45 SF
LIMITED COMMON –	250.18 SF
UNIT 801 –	91.67 SF
UNIT 804 –	25.97 SF
UNIT 808 –	12.65 SF
UNIT 811 –	65.42 SF
UNIT 814 –	12.65 SF
UNIT 815 –	
UNIT 816 –	12.65 SF
UNIT 817 –	29.17 SF
PRIVATE AREA –	9,765.96 SF
UNIT 801 –	1,701.57 SF
UNIT 804 –	1,512.41 SF
UNIT 808 –	965.03 SF
UNIT 811 –	1,069.03 SF
UNIT 814 –	1,096.64 SF
UNIT 815 –	1,117.65 SF
UNIT 816 –	1,040.23 SF
UNIT 817 –	1,263.40 SF

0 4' 8' 16'

A-100

NO. ____ RECORDED
DATE ____
STATE OF ____
CITY OF ____
RECORDED AT THE REQUEST OF ____
FEE ____ CITY RECORDER

RECEIVED
SEP 25 2009
PARK CITY PLANNING DEPT.

Evergreen Engineering, Inc.

REVISIONS

DATE	BY	COMMENTS

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STATE OF UTAH
GREGORY R. WOLBACH
NO. 187788
PROFESSIONAL LAND SURVEYOR

DESIGNED BY: EMA ARCH.
DRAWN BY: GRW
CHECKED BY: ADM/GRW

PARKWOOD PLACE CONDOMINIUMS AMENDED PARKING LEVEL - FLOOR PLANS

FOR: MR. DAVID BELZ
DWG: 0217_A-100-RJ.DWG
JOB NO. 0307

SHEET 2 OF 9

HATCHING LEGEND

- COMMON AREA
- LIMITED COMMON AREA
- PRIVATE AREA

AREA TABULATIONS

COMMON AREA –	1,952.65 SF
LIMITED COMMON –	6,522.32 SF
UNIT 801 –	1,024.12 SF
UNIT 804 –	483.85 SF
UNIT 808 –	1,112.95 SF
UNIT 811 –	699.67 SF
UNIT 814 –	965.32 SF
UNIT 815 –	910.49 SF
UNIT 816 –	697.06 SF
UNIT 817 –	628.86 SF
PRIVATE AREA –	10,785.44 SF
UNIT 801 –	1,395.96 SF
UNIT 804 –	1,656.01 SF
UNIT 808 –	1,507.78 SF
UNIT 811 –	949.98 SF
UNIT 814 –	1,698.78 SF
UNIT 815 –	864.03 SF
UNIT 816 –	1,481.38 SF
UNIT 817 –	1,231.52 SF

A-101

RECORDED

NO. ____ DATE ____ STATE OF ____ CITY OF ____ RECORDED AT THE REQUEST OF ____

SEP 25 2009
PARK CITY PLANNING DEPT.

PARKWOOD PLACE CONDOMINIUMS AMENDED LEVEL ONE (TERRACE) FLOOR PLANS

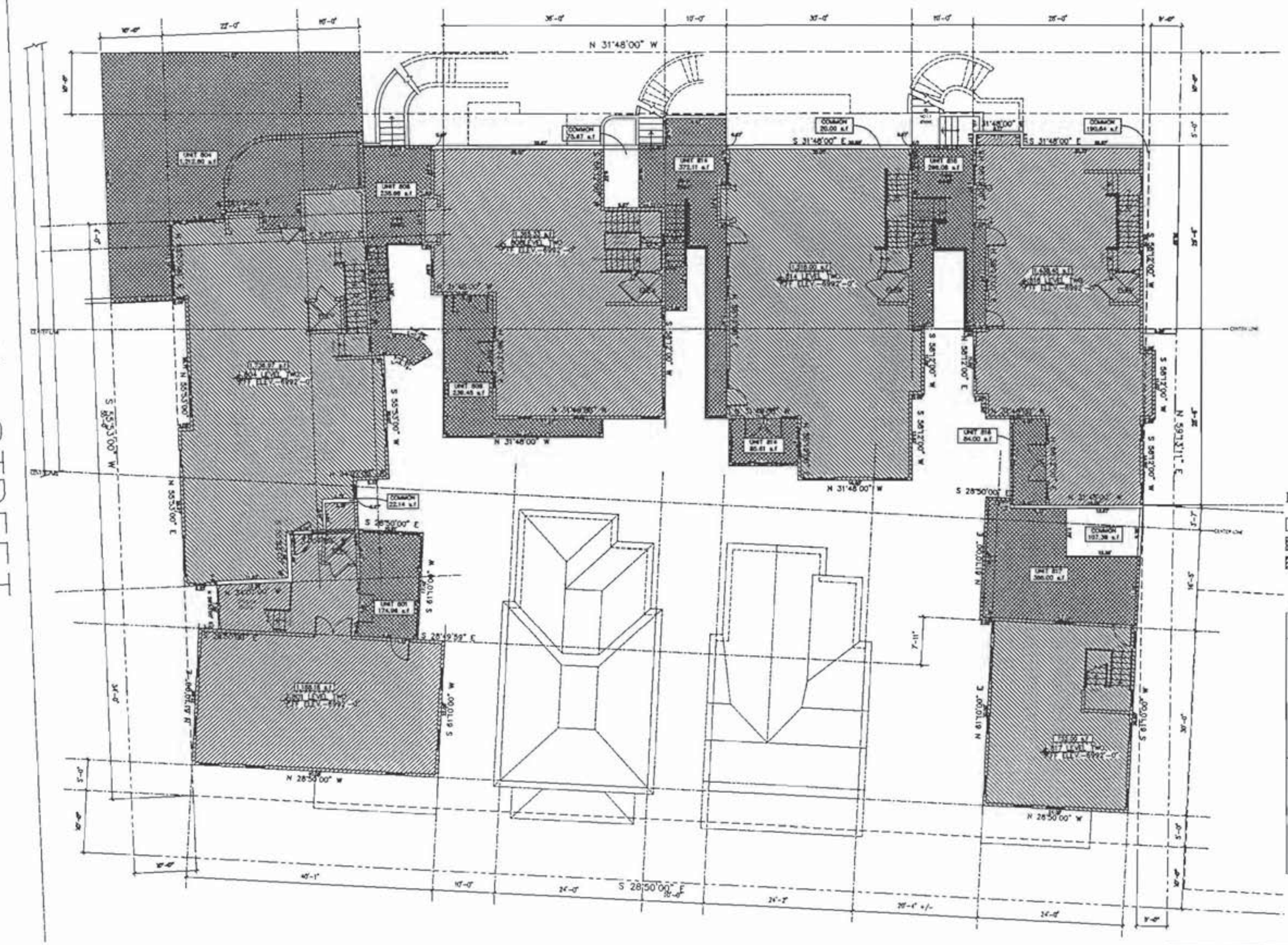
FOR: MR. DAVID BELZ

DWG. 0217_A-101-B.DWG | JOB NO. 0507

DESIGNED BY: EMA ARCH. DRAWN BY: GRW CHECKED BY: ADM/GRW

REVISIONS		
DATE	BY	COMMENTS

Evergreen Engineering, Inc.
Civil Engineering * Land Surveying * Land Planning
1870 Bonanza Drive * Suite 104
P.O. Box 2861 * Park City * Utah * 84060
Phone: 435.649.4467 * Fax: 435.649.9219



8th STREET

HATCHING LEGEND

- COMMON AREA
- LIMITED COMMON AREA
- PRIVATE AREA

AREA TABULATIONS

COMMON AREA –	415.83 SF
LIMITED COMMON –	3,061.47 SF
UNIT 801 –	174.96 SF
UNIT 804 –	1,212.60 SF
UNIT 808 –	478.11 SF
UNIT 811 –	--------
UNIT 814 –	457.72 SF
UNIT 815 –	--------
UNIT 816 –	350.08 SF
UNIT 817 –	388.00 SF
PRIVATE AREA –	7,976.91 SF
UNIT 801 –	1,188.16 SF
UNIT 804 –	1,736.97 SF
UNIT 808 –	1,365.33 SF
UNIT 811 –	--------
UNIT 814 –	1,518.00 SF
UNIT 815 –	--------
UNIT 816 –	1,438.45 SF
UNIT 817 –	732.00 SF

0 4' 8' 16'

A-102

NO. ____ RECORDED
DATE ____
STATE OF ____
CITY OF ____
RECORDED AT THE REQUEST OF ____
FEES ____ CITY RECORDER

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SEP 2 5 2009
PARK CITY PLANNING DEPT.

Evergreen Engineering, Inc.

REVISIONS | DATE | BY | COMMENTS

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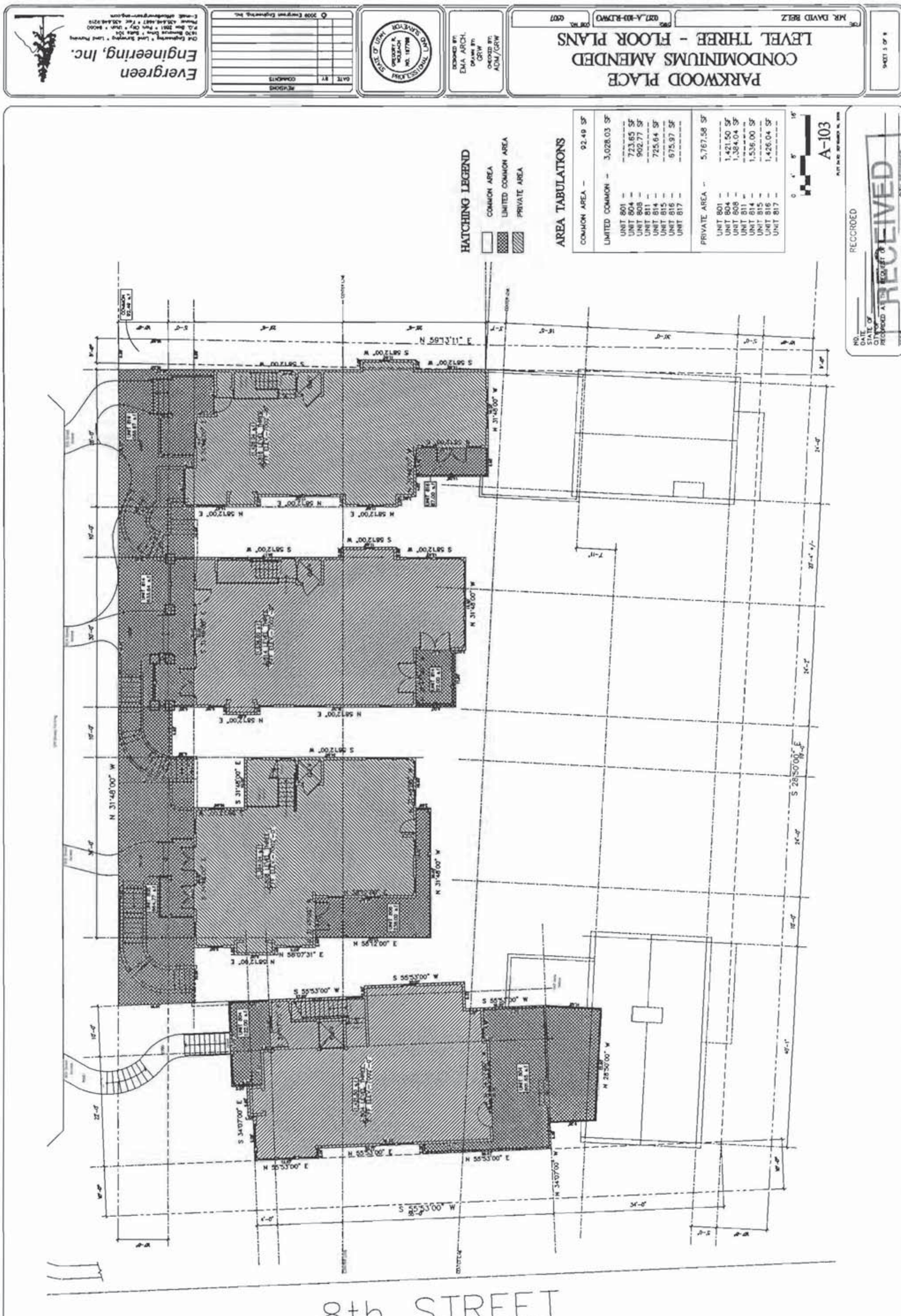
STATE OF UTAH — GREGORY R. WOLBACH — NO. 167786 — PROFESSIONAL LAND SURVEYOR

DESIGNED BY: EMA ARCH.
DRAWN BY: GRW
CHECKED BY: ADM/GRW

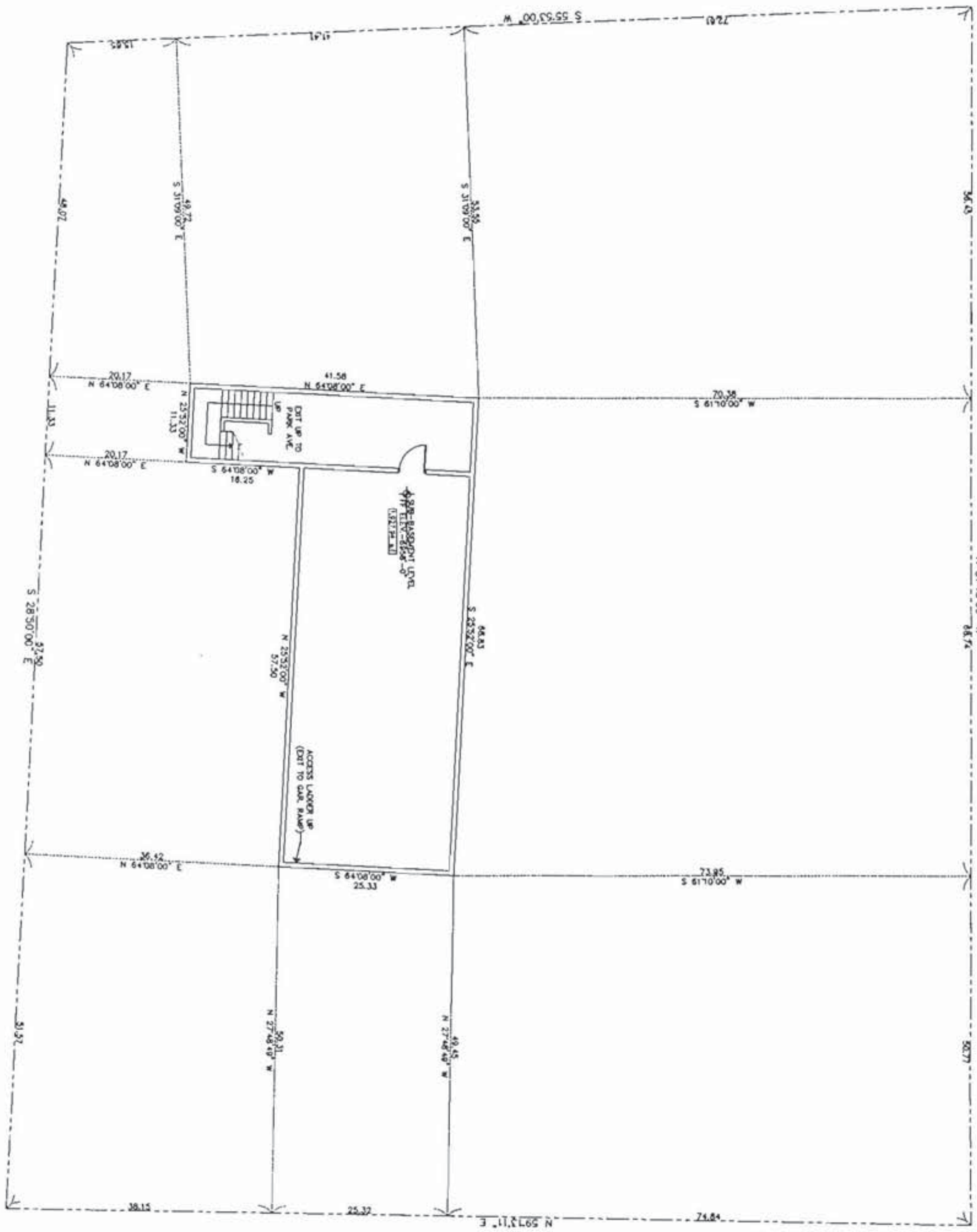
PARKWOOD PLACE CONDOMINIUMS AMENDED
LEVEL TWO - FLOOR PLANS

FOR: MR. DAVID BELZ

SHEET 4 OF 9


PARKWOOD PLACE
CONDOMINIUMS AMENDED
LEVEL THREE - FLOOR PLANS
MR. DAVID BELZ
Evergreen
Engineering, Inc.
DESIGNED BY: EMA ARCH.
DRAWN BY: GRW
CHECKED BY: ADM/GRW
HATCHING LEGEND
COMMON AREA
LIMITED COMMON AREA
PRIVATE AREA
AREA TABULATIONS
COMMON AREA – 92.49 SF
LIMITED COMMON – 3,028.03 SF
UNIT 801 – ----------
UNIT 804 – 723.65 SF
UNIT 808 – 902.77 SF
UNIT 811 – ----------
UNIT 814 – 725.64 SF
UNIT 815 – ----------
UNIT 816 – 675.97 SF
UNIT 817 – ----------
PRIVATE AREA – 5,767.58 SF
UNIT 801 – ----------
UNIT 804 – 1,421.50 SF
UNIT 808 – 1,384.04 SF
UNIT 811 – ----------
UNIT 814 – 1,536.00 SF
UNIT 815 – ----------
UNIT 816 – 1,426.04 SF
UNIT 817 – ----------
A-103
RECEIVED
SEP 25 2009
PARK CITY
PLANNING DEPT.
N 31°48'00" W
S 28°50'00" E
S 55°53'00" W
N 55°53'00" E
N 58°12'00" E
S 58°12'00" W
N 34°07'00" W
S 34°07'00" E
N 28°50'00" W
N 58°07'31" E

8th STREET



HATCHING LEGEND

COMMON AREA

LIMITED COMMON AREA

PRIVATE AREA

AREA TABULATIONS

COMMON AREA –	1,927.94 SF
LIMITED COMMON –	------
PRIVATE AREA –	------

A-099

RECORDED

PARKWOOD PLACE
CONDOMINIUMS AMENDED
SUB-BASEMENT LEVEL - FLOOR PLANS

FOR: MR. DAVID BELZ

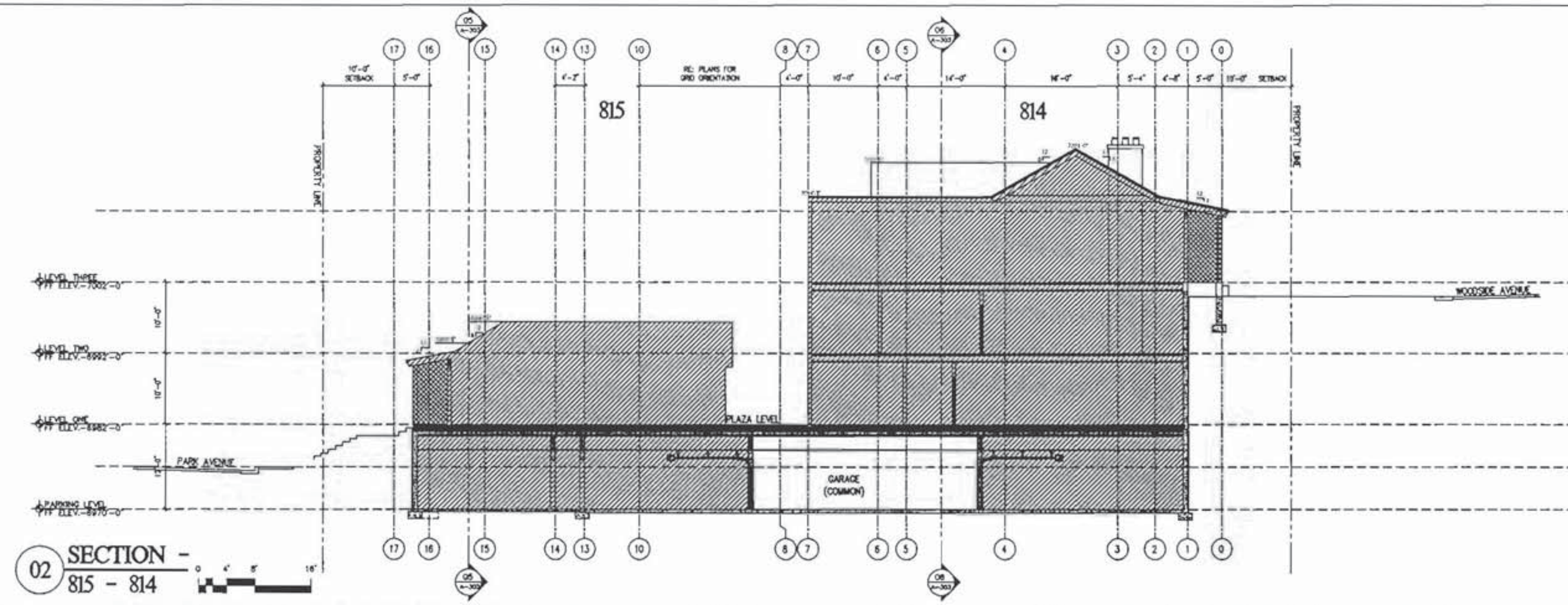
DWG: 0217_A-099-R.DWG

JOB NO. 0507

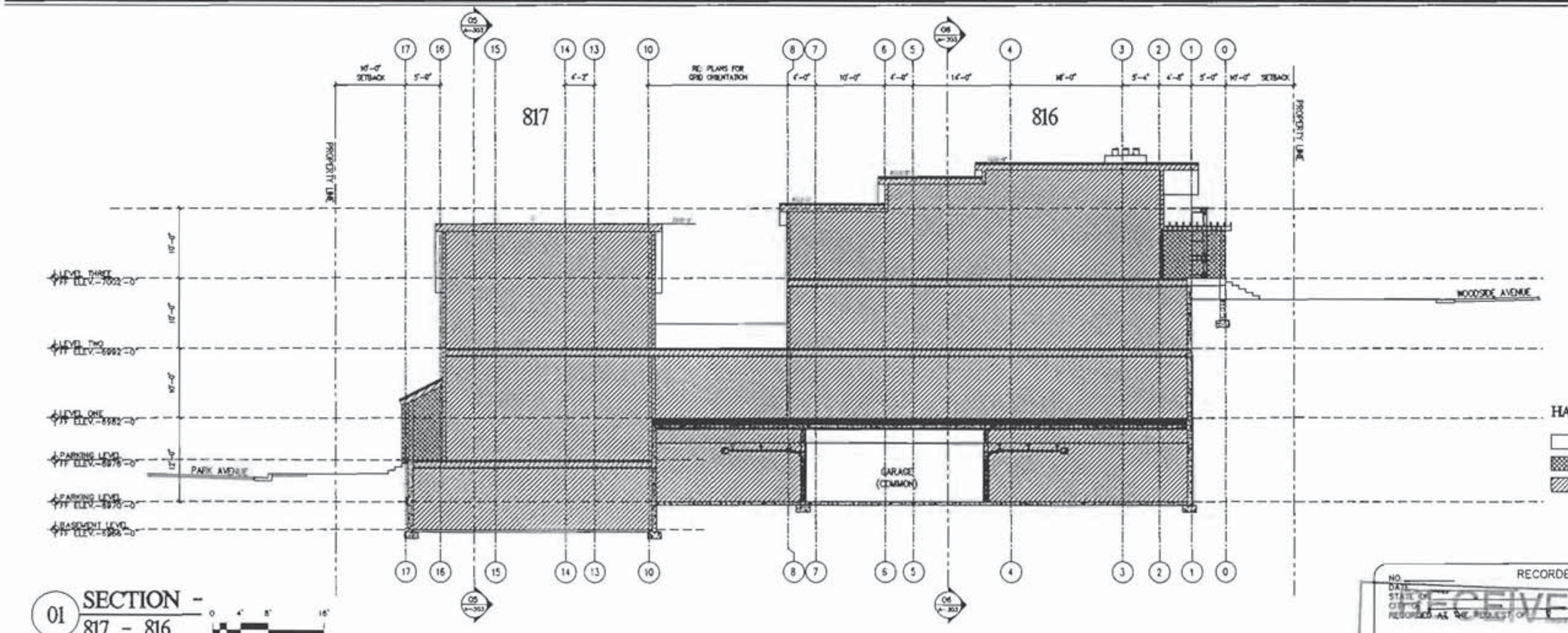
REVISIONS

DATE	BY	COMMENTS

Evergreen Engineering, Inc.



02 SECTION - 815 - 814



01 SECTION - 817 - 816

HATCHING LEGEND

- COMMON AREA
- LIMITED COMMON AREA
- PRIVATE AREA

A-301

RECORDED

NO.
DATE
STATE OF
CITY OF
RECORDED AT THE REQUEST OF
FEES
CITY RECORDER

RECEIVED
SEP 25 2009
PARK CITY PLANNING DEPT.

PARKWOOD PLACE CONDOMINIUMS AMENDED
BUILDING SECTIONS - 816-817 AND 814-815

FOR: MR. DAVID BELZ

DWG: 0217_A-301-R.DWG
JOB NO. 0507

DESIGNED BY: EMA ARCH.
DRAWN BY: GRW
CHECKED BY: ADM/GRW

STATE OF UTAH
GREGORY R. WOLBACH
NO. 187788
PROFESSIONAL LAND SURVEYOR

REVISIONS

DATE	BY	COMMENTS

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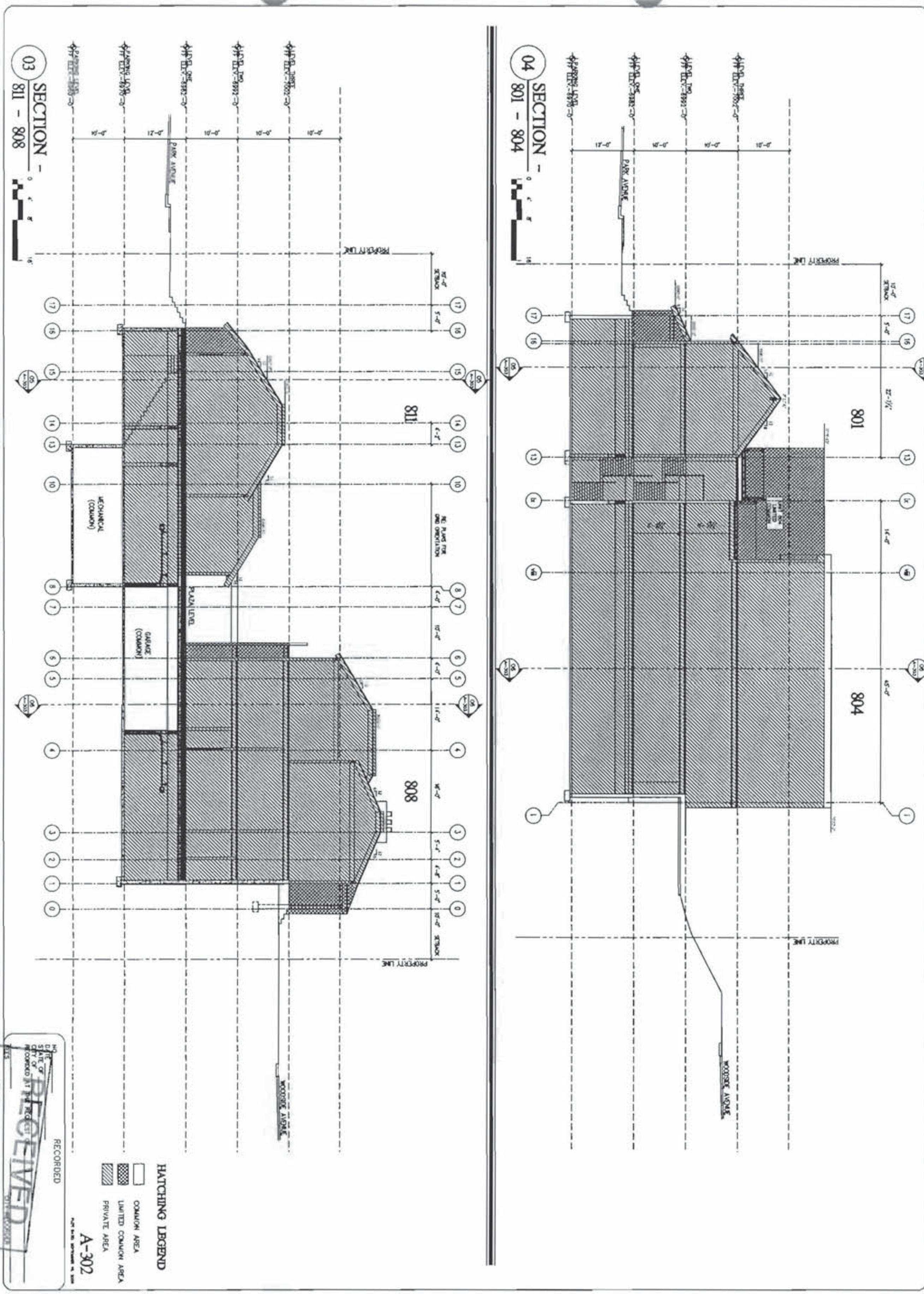
SHEET 7 OF 9



PARKWOOD PLACE
CONDOMINIUMS AMENDED
BUILDING SECTIONS - 808-811 AND 801-804

MR. DAVID BELZ | 0217_A-302-R.DWG | JOB NO. 0507

REVISIONS
DATE | BY | COMMENTS

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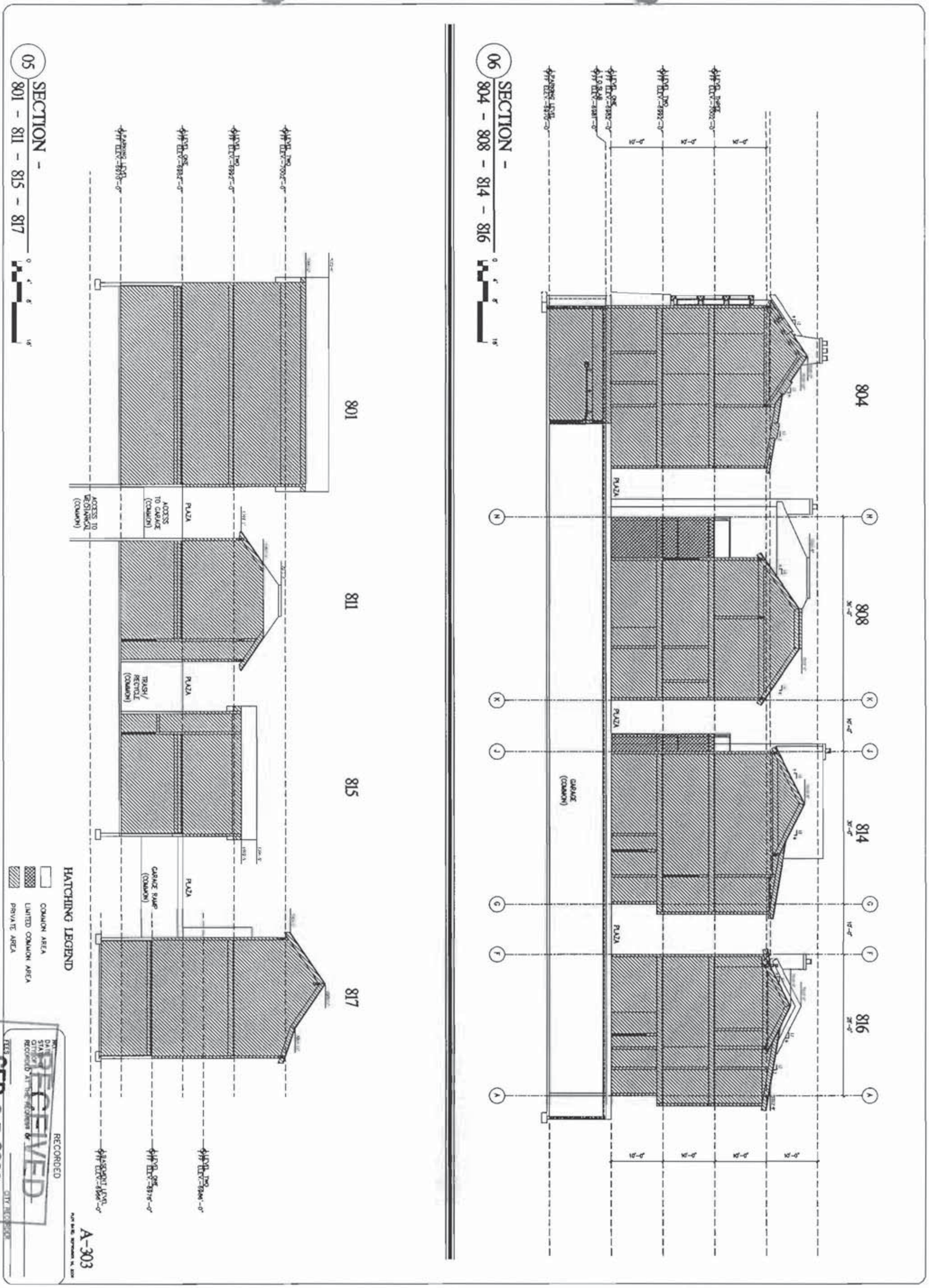

PARKWOOD PLACE CONDOMINIUMS AMENDED

BUILDING SECTIONS - 801-811-815-817

BUILDING SECTIONS - 804-808-814-816

FOR: MR. DAVID BELZ

DWG: 0217_A-303-R.DWG

JOB NO. 0507

CHECKED BY: ADM/GRW

STATE OF UTAH PROFESSIONAL LAND SURVEYOR

REVISIONS		
DATE	BY	COMMENTS

Evergreen Engineering, Inc.
Civil Engineering * Land Surveying * Land Planning
1670 Bonanza Drive * Suite 104
P.O. Box 2681 * Park City * Utah * 84060
Phone: 435.648.4667 * Fax: 435.649.8219
E-mail: office@evergreen-eng.com

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Civil Engineering - Land Surveying - Land Planning
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P.O. Box 2861
Park City * Utah * 84060
Phone: 435.649.4667 * Fax: 435.649.9219 * Email: office@evergreen-eng.com

October 19, 2009

Mr. Brooks Robinson, Principal Planner – Current Planning Coordinator
Park City Municipal Corporation
445 Marsac Avenue – PO Box 1480
Park City, Utah 84060
435-615-5065

RE: Proposed Parkwood Place Condominiums Amended

The purpose of this amended condominium plat is to show the units, limited common areas and common areas as they were built. The number of Units, Garage Parking, Public improved street parking and parcel size remain the same as currently recorded.

Existing Parkwood Place Condominiums:

Record No. 784551 (July 25, 2006)
8 Units on a 23,042.77 square foot (0.529 acre) parcel of land.
20 private parking spaces (contained in 8 private garages in common access garage area)
6 improved street public parking spaces on Woodside Avenue.

Comparison of overall use data:

Overall Area *	Proposed	Existing	Difference
	Common Area * Proposed	Common Area * Existing	Difference
	10,172.36 SF	10,158.25 SF	+ 14.11 SF
	Limited Common * Proposed	Limited Common * Existing	Difference
	12,862.00 SF	13,273.60 SF	- 411.60 SF
	Private Area * Proposed	Private Area * Existing	Difference
	34,295.89 SF	33,552.13 SF	+ 743.76 SF

The following itemizes each unit, its proposed size of private and limited common areas. It also describes the changes made to each corresponding sheet for that unit. For comparative purposes, the existing private and limited common area is shown.

Unit 801	*	Private Area * Proposed	Private Area * Existing	Difference
		4,285.69 SF	4,392.05 SF	- 106.36 SF
		Limited Common * Proposed	Limited Common * Existing	Difference
		1,290.75 SF	1,286.11 SF	+ 4.64 SF

Sheet 1: Area Tabulation Chart changed to reflect above Proposed Private & Limited Common Areas.
Sheet 2: Private Area decreased 106.36 square feet (Previous Private Storage is now Electric Room)
: Limited Common Area decreased 181.19 square feet (Outside stair access to level removed)
Sheet 3: Limited Common Area increased 185.83 square feet (Ground included from removed access)
Sheets 4-9: No Changes required.

Unit 804	*	Private Area * Proposed	Private Area * Existing	Difference
		6,326.89 SF	5,928.86 SF	+ 398.03 SF
		Limited Common * Proposed	Limited Common * Existing	Difference
		2,446.07 SF	2,247.38 SF	+ 198.69 SF

Sheet 1: Area Tabulation Chart changed to reflect above Proposed Private & Limited Common Areas.
Sheet 2: Private Area decreased 202.08 square feet (Previous Garage Area is now Electric Room)
: Limited Common Area increased 17.81 square feet (Outside window well added for egress)
Sheet 3: Private Area decreased 2.82 square feet (calculation error)
: Limited Common Area decreased 16.77 square feet (Removed ground from window well)
Sheet 4: Private Area increased 88.00 square feet (Exterior Area enclosed by previous front door)
: Limited Common Area decreased 88.00 square feet (Removed enclosed area added above)
Sheet 5: Private Area increased 514.93 square feet (Exterior Area enclosed by previous front door. Added interior floor area that was open to level below)
: Limited Common Area increased 285.65 square feet (Deck added on enclosed level 3 area for main entrance and deck expanded rear of unit to include partial roof area of Unit 801)
Sheets 6-7: No Changes required.
Sheet 8: Limited Common Area shown to reflect larger rear deck and relationship to Unit 801 roof. Also removed covered entrance to Woodside, from previous plat.
Sheet 9: No Changes required.

Unit 808	*	Private Area * Proposed	Private Area * Existing	Difference
		5,222.18 SF	5,085.94 SF	+ 136.24 SF
		Limited Common * Proposed	Limited Common * Existing	Difference
		2,506.48 SF	2,709.64 SF	- 203.16 SF

Sheet 1: Area Tabulation Chart changed to reflect above Proposed Private & Limited Common Areas.
Sheet 2: No Changes required.
Sheet 3: Private Area increased 136.24 square feet (Limited Common Storage is now Private Storage)
: Limited Common Area decreased 203.16 square feet (L.C. Storage changed to Private & L.C. Plaza/Patio changed to Common for HVAC equipment)
Sheets 4-9: No Changes required.

Unit 811	*	Private Area * Proposed	Private Area * Existing	Difference
		2,019.01 SF	2,019.01 SF	None
		Limited Common * Proposed	Limited Common * Existing	Difference
		765.09 SF	761.47 SF	+ 3.62 SF

Sheet 1: Area Tabulation Chart changed to reflect above Proposed Limited Common Area.
Sheet 2: No Changes required.
Sheet 3: Limited Common Area increased 3.62 square feet (Added L.C. Plaza/Patio over stairwell access to garage level. Reduced L.C. Plaza/Patio Area, changed to Common for HVAC equipment)
Sheets 4-9: No Changes required.

Unit 814	*	Private Area * Proposed	Private Area * Existing	Difference
		5,847.42 SF	5,642.64 SF	+ 204.78 SF
		Limited Common * Proposed	Limited Common * Existing	Difference
		2,161.33 SF	2,417.67 SF	- 256.34 SF

Sheet 1: Area Tabulation Chart changed to reflect above Proposed Private & Limited Common Areas.
Sheet 2: No Changes required.
Sheet 3: Private Area increased 204.78 square feet (Limited Common Storage is now Private Storage)
: Limited Common Area decreased 212.67 square feet (L.C. Storage changed to Private)
Sheet 4: Limited Common Area decreased 2.31 square feet (L.C. Area changed to Common from HVAC equipment. Also, L.C. Area moved from Level 3)
Sheet 5: Limited Common Area decreased 41.36 square feet (L.C. Area moved to Level 2)
Sheets 6-9: No Changes required.

Unit 815	*	Private Area * Proposed	Private Area * Existing	Difference
		1,981.68 SF	2,000.61 SF	- 18.93 SF
		Limited Common * Proposed	Limited Common * Existing	Difference
		910.49 SF	849.58 SF	+ 60.91 SF

Sheet 1: Area Tabulation Chart changed to reflect above Proposed Private & Limited Common Areas.
Sheet 2: Private Area decreased 18.93 square feet (Added ladder ingress/egress access to sub-basement mechanical room from exterior garage ramp, common area)
Sheet 3: Limited Common Area increased 60.91 square feet (L.C. Plaza/Patio includes area previously shown as "Lift". L.C. Plaza/Patio Area changed to Common for vent chase from garage level)
Sheets 4-9: No Changes required.

Unit 816	*	Private Area * Proposed	Private Area * Existing	Difference
		5,386.10 SF	5,256.10 SF	+ 130.00
		Limited Common * Proposed	Limited Common * Existing	Difference
		1,735.76 SF	1,817.19 SF	- 81.43 SF

Sheet 1: Area Tabulation Chart changed to reflect above Proposed Private & Limited Common Areas.
Sheet 2: No Changes required.
Sheet 3: Private Area increased 130.00 square feet (Limited Common Storage is now Private Storage):
: Limited Common Area decreased 88.09 square feet (L.C. Storage changed to Private. Also, L.C. Plaza/Patio from Unit 817 now included in Unit 816 L.C. to accommodate as-built planter)
Sheet 4: Limited Common Area increased 6.66 square feet (Common wall changed to L.C. Area)
Sheets 5-9: No Changes required.

Unit 817	*	Private Area * Proposed	Private Area * Existing	Difference
		3,226.92 SF	3,226.92 SF	None
		Limited Common * Proposed	Limited Common * Existing	Difference
		1,046.03 SF	1,184.56 SF	- 138.53 SF

Sheet 1: Area Tabulation Chart changed to reflect above Proposed Limited Common Area.
Sheet 2: No Changes required.
Sheet 3: Limited Common Area decreased 41.91 square feet (L.C. Plaza/Patio now included in Unit 816 L.C. to accommodate as-built planter)
Sheet 4: Limited Common Area decreased 96.62 square feet (Reduced L.C. Patio Area, changed to Common for HVAC equipment)
Sheets 5-9: No Changes required.

PARK CITY 1884

City Council Staff Report

Subject:	**Amendment to Affordable Housing Deed Restriction**
Author:	**Phyllis Robinson**
Department:	**Sustainability**
Date:	**January 7, 2010**
Type of Item:	**Administrative**

Summary Recommendation: Staff recommends that the City Council authorize the City Manager to execute an amendment to the deed restriction for Silver Meadows and 1465 Park Avenue units as units are offered for sale in a form approved by the City Attorney

Topic/Description: Affordable Housing

Background:

The deed restrictions that govern the affordable housing units at the Silver Meadows subdivision and the 1465 Park Avenue condominiums were approved in the mid 1990s. They were developed in accordance with the secondary mortgage market guidance in effect at that time. Over the last few years, the regulations governing affordable housing deed restrictions have been changing and it has become more difficult for lenders to finance the sale of these units. In December 2009 the City sponsored a mortgage lending roundtable to discuss impediments to lending to affordable housing projects. One of the most significant issues raised by the lenders was that the deed restrictions on older projects do not include what is commonly referred to as a Mortgage Protection Clause that allows the deed restriction to be lifted in the event that the lender takes title to the unit and the City or its designee does not cure the foreclosure. The deed restriction for projects brought on line in recent years including Silver Star and The Line condominiums do contain a mortgage protection clause similar to what is outlined below.

Analysis:

The lending environment has changed substantially since the deed restrictions were implemented at the Silver Meadows subdivision and the 1465 Park Avenue condominium units. The existing deed restriction for these properties states that the deed restriction would survive a bank sale of the unit should the City not cure the foreclosure. Fannie Mae, Freddie Mac and FHA have new guidelines that will not permit the financing of deed restricted properties without a mortgage protection clause that states that the deed restriction does not survive foreclosure. It is acceptable for the City to retain the right to cure the foreclosure in order to preserve the deed restriction. Without this amendment, lenders will not have the ability to sell its loans to the secondary market and replenish its capital and effectively will not be able to make loans for these two projects.

Staff recommends that the City Council authorize the City Manager to execute an amendment to the deed restriction in a form approved by the City Attorney as units are offered for sale. The amendment would attach a Mortgage Protection Clause as follows:

"*All conditions and restrictions contained in these Declarations shall be subject to and subordinate to the first lien of a mortgage/deed of trust given by the owner of a Unit. In the event the holder of the first lien of a mortgage/deed of trust takes title to a Unit by way of trustee's sale, foreclosure, deed-in-lieu of foreclosure or other legal means, within 30 days of the date the holder takes title to a Unit, the City or its assign shall have the right to purchase such Unit at a price equal to the amount of outstanding principal, interest, taxes, insurance, and any costs to* *recover the Unit through a trustee's sale, foreclosure, deed-in-lieu of foreclosure or other legal means, and any other amounts that may have been due and owing the holder. In the event of a lender foreclosure and the City or its designee elects not to purchase the unit from the lender, all deed restrictions governing borrower eligibility and property re-sale are removed. If for any reason, any part, term or provision of the addendum is held by a court of the United States to be illegal, void or unenforceable, the original provision shall continue to apply*."

This amendment applies specifically to the Silver Meadows subdivision and 1465 Park Avenue condominium units. Deed restrictions placed more recently already contain a similar mortgage protection clause.

In summary, the City will retain its right to purchase the unit from the lender/mortgage holder for the outstanding principal plus accrued interest and other taxes and fees owed. If the City elects not to purchase the unit, the lender will have the ability to remove the deed restriction from the unit and sell the property as a market rate unit. To date there has been one foreclosure since 1995 in deed restricted units in Park City. The City purchased that unit to preserve the deed restriction.

Department Review:

This report was reviewed by the Sustainability Department, the City Attorney and the City Manager.

Alternatives:

A. **Approve the Request.** Authorize the City Manager to execute an amendment to the deed restriction for Silver Meadows and 1465 Park Avenue units as they are offered for sale in a form approved by the City Attorney. This will permit pending sales to close in a timely manner.

B. **Modify the Request.** This could affect the ability for pending and future sales to proceed depending on the nature of the modification.

C. **Continue the Request.** Direct Staff to return with additional information. This could affect the timely closing of pending sale(s).

D. **Deny the request.** This would prohibit pending and future sales.

Recommendation:

Staff recommends that the City Council authorize the City Manager to execute an amendment to the deed restriction for Silver Meadows and 1465 Park Avenue units as units are offered for sale in a form approved by the City Attorney.

City Council
Staff Report

Subject: JSSD Water Purchase
Author: Kathy Lundborg & Tom Daley
Department: Water/Legal
Date: January 7, 2010
Type of Item: Administrative

Summary Recommendations:
Staff recommends Council authorize the City Manager, in a form approved by the City Attorney, an Agreement with Jordanelle Special Services District to purchase a water right of 1000 acre-feet of water in an amount of $12,830,334.85.

Topic/Description:
Water Strategic Plan: Water Rights, Leases, & Agreements – Maximize existing water rights and leases; Develop long-term wet water supplies for tunnel source redundancy.

Background:
Park City Municipal Corporation (City) and Jordanelle Special Services District (JSSD) entered into a Water Supply Agreement on June 22, 2002, for 1000 gpm with a maximum delivery of 1000 acre feet. The Agreement was a lease with a 20-year term and rate of $750/acre-ft with a 4% annual escalator. The Agreement could be renewed for two successive 5-year terms. Due to the finite term of the lease, the water supply could not be considered perpetual for long-term water supply planning. At the end of the 20-year term, the annual payment to JSSD would be $1,580,136.88.

Analysis:
Staff has negotiated an Agreement to purchase the water right associated with the Ontario Drain Tunnel water that the City receives from JSSD under the current lease. The purchase price is based on the current annual lease payment ($986,948.83) times the remaining 13 years of the current 20-year lease. The negotiated deal points and material facts are as follows:

- The water right has been segregated from the underlying water right in the Ontario Drain Tunnel.
- City will pay JSSD $12,830,334.85. The 4% escalator for the remaining 13 years of the lease is not applied in calculating the total.
- The water right has an annual flow limit of 1,000 acre feet.
- A maximum delivery flow rate of 1000 gpm is spelled out in the Agreement, with the flow rate at the discretion of Park City.
- As the Ontario Drain Tunnel water is considered developed (but for the tunnel there would be no flow) and imported (but for the tunnel, the water would be in the Weber River drainage as opposed to the Provo River drainage), there is no return flow requirement associated with the water right.
- The water right is not subject to priority cuts.

- JSSD will treat and deliver the water to the "Deer Crest Meter" at the top of the Deer Crest subdivision; at the point the water enters the City's water delivery system. JSSD will own, operate, maintain, and replace all infrastructure on the JSSD side of the Deer Crest Meter.
- The City will not pay for treatment and delivery until 2023. At that point, the City will pay for treatment and delivery according to a set formula. The City will also pay for a proportionate share of the capital buy-in costs of the infrastructure used to treat and deliver the water to the City.
- The City will contribute, along with JSSD, to an Asset Management Account that can be used to maintain, repair, and replace infrastructure used for treatment and delivery of water to the City.

Department Review:
This Staff Report has been reviewed by Public Works, Legal, Budget, Finance, and the City Manager.

Alternatives:

A. Approve:
Staff recommends Council authorize the City Manager, in a form approved by the City Attorney, an Agreement with Jordanelle Special Services District to purchase a water right of 1000 acre-feet of water in an amount of $12,830,334.85.

B. Deny:
Staff does not recommend this option. The City would be forfeiting the opportunity to gain 1000 acre-feet of perpetual water supply for nearly the same price as continuing the lease.

C. Modify:
Council could modify some of the deal points of the negotiated Agreement. This would take time to renegotiate with JSSD. JSSD has indicated they are under a tight timetable to receive payment.

D. Continue the Item:
Staff does not recommend this option. JSSD is under a tight timetable to receive the payment.

E. Do Nothing:
Staff does not recommend this option. The City would be forfeiting the opportunity to gain 1000 acre-feet of perpetual water supply for nearly the same price as continuing the lease.

Significant Impacts:
The City will have to bond for the purchase of the water right. However, the bonding will not impact the planned future water service fee increases.

Consequences of not taking the recommended action:
The existing lease Agreement with JSSD would remain in place until 2023. At that time, it would be determined by both parties whether it would be renewed for the two consecutive 5-year terms. The City would be paying the 4% annual escalator for the remaining 13 years, and a perpetual water source would not exist with respect to long-

term water supply planning. A different water source would need to be found to replace the JSSD leased water in the future.

Recommendation:
Staff recommends Council authorize the City Manager, in a form approved by the City Attorney, an Agreement with Jordanelle Special Services District to purchase a water right of 1000 acre-feet of water in an amount of $12,830,334.85.

WATER RIGHTS PURCHASE AND WATER DELIVERY AGREEMENT
BETWEEN
PARK CITY MUNICIPAL CORPORATION AND
JORDANELLE SPECIAL SERVICE DISTRICT

THIS WATER RIGHTS PURCHASE AND WATER DELIVERY AGREEMENT, is made and entered into as of January ____, 2010, (this “Agreement”) by and between PARK CITY MUNICIPAL CORPORATION, a municipality (“Park City”), and JORDANELLE SPECIAL SERVICE DISTRICT, a special service district organized pursuant to the provisions of §17A-2-1301 et seq., Utah Code Annotated, 1953, as amended (“JSSD”). Park City and JSSD are hereinafter referred to individually as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, Park City and JSSD entered into a Water Supply Agreement on June 27, 2002, (“2002 Agreement“) whereby JSSD delivered up to 1000 gallons per minute and 1000 acre feet of culinary water per year to Park City according to the terms and conditions of that Agreement; and

WHEREAS, the term of the 2002 Agreement was twenty (20) years; and

WHEREAS, it is in the best interests of the Parties to allow Park City to purchase the water right that was the subject of the 2002 Agreement by pre-paying the remaining balance due on the 2002 Agreement according to the terms and conditions of this Agreement; and

WHEREAS, the Parties also desire to set forth the terms and conditions whereupon JSSD shall treat and deliver the water right to Park City; and

WHEREAS, the Parties now desire to enter into this Agreement, which shall replace in its entirety the 2002 Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the following promises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby agree as follows:

1. Purchase of Water Right. Park City agrees to purchase, and JSSD agrees to sell, one thousand (1000) acre feet of water from the Ontario #2 Drain Tunnel. As consideration for JSSD's agreement to sell Park City 1,000 acre feet, Park City agrees to purchase from JSSD water right 55-12433 ("Water Right"). The purchase price paid by Park City equals the total of the remaining annual payments due under the 2002 Agreement, minus the annual increase agreed to by the Parties in the 2002 Agreement. The total purchase price due under this Agreement is twelve million eight hundred thirty thousand, three hundred and thirty four dollars and eighty-five cents ($12,830,334.85). A down payment on the purchase price in the amount of nine hundred and eighty-six thousand, nine hundred and forty-eight dollars and eighty three cents ($986,948.83) shall be paid by Park City on or before the 8th day of January, 2010. The remaining balance of eleven million, eight hundred and forty-three thousand, three hundred and eighty-six dollars and two cents ($11,843,386.02) shall be paid by Park City within sixty (60) days of the date of this Agreement. At the time the balance of the purchase price is paid, JSSD shall deliver a warranty deed to Park City conveying the Water Right.

2. <u>Delivery of Water</u>. As part of this Agreement, JSSD agrees to treat and deliver water to Park City, as provided herein, at no additional cost to Park City each year until December 31, 2023, which equals the remainder of the term of the 2002 Agreement. This shall be called the "Pre-payment Period." Delivery shall occur through the existing JSSD/Park City connecting water line, between January 1 and December 31 of each calendar year, up to a maximum delivery rate of one thousand (1000) gpm as requested by Park City in its sole discretion.

a. <u>Meter</u>. Park City currently receives treated water from JSSD at the Deer Crest Meter. Park City agrees and acknowledges that as a condition of continued delivery of water, Park City is required to maintain the current meter for measuring all JSSD water delivered to Park City pursuant to this Agreement. Park City shall be responsible for any fees for the meter and the costs of any survey and inspections required for the installation and maintenance of the meter. The Parties agree that the Deer Crest Meter shall be the point of delivery for water pursuant to this Agreement unless and until the Parties agree in writing that the point or points of delivery need to be changed.

b. <u>Infrastructure</u>. Park City agrees to construct or have constructed all necessary pipelines, facilities, fixtures and the appurtenances thereto, together with any pumps or other equipment and facilities necessary or incidental to the movement of the water from JSSD's water delivery system to Park City, all of which shall be acquired or constructed at the sole cost of Park City, and Park City shall maintain and repair the same.

Park City shall have no maintenance or repair responsibilities with respect to any of JSSD's water delivery system. JSSD shall have no maintenance or repair responsibility with respect to any of Park City's water delivery system.

c. Agency Approval. JSSD has acquired all approvals from State and Federal agencies, including the Utah Division of Water Rights, required for the delivery of water to Park City's water delivery system. JSSD represents that Water Right Number 55-12433 is not now subject to claims of forfeiture and has been approved for use of the water within the boundaries of the PCWSD. Park City shall be responsible for showing proof of beneficial use of 1000 acre feet of water annually under Water Right 55-12433 following the execution of this Agreement.

d. Easements. Park City shall acquire and/or maintain all easements required for the delivery of water from the Deer Crest Meter to Park City's water delivery system. JSSD shall maintain any required easements for the delivery of water from the JSSD system to the Deer Crest Meter. JSSD currently owns and agrees to maintain all necessary easements to deliver water pursuant to this Agreement. In the event JSSD ever contemplates releasing its interest in any of the easements necessary to deliver water pursuant to this Agreement to the Deer Crest Meter, JSSD shall first convey to Park City an interest in all such easements sufficient to allow Park City to continue to transfer water from the JSSD water delivery system to the Deer Crest Meter.

2. Treatment and Delivery of Culinary Water Following the Pre-Payment Period. Following the expiration of the Pre-Payment Period, the Parties agree that JSSD shall continue to treat and deliver up to 1000 gallons per minute pursuant to this Agreement according to the following terms and conditions:

a. Wheeling Rate: The term "Wheeling Rate" shall be defined as the total cost per acre foot charged by JSSD to treat and deliver water pursuant to this Agreement following the expiration of the Pre-Payment Period. JSSD shall establish a wheeling rate each calendar year for the treatment and delivery of said water to the Deer Crest Meter. The wheeling rate shall be set pursuant to the terms and conditions set forth in Exhibit "A," attached hereto and incorporated herein by this reference. Park City shall comply with JSSD's payment terms as outlined in its Water Rate Ordinance and/or rules and regulations, as they currently exist or as they may be legally amended in the future.

b. No additional charges for Water Rights: Following the initial payment of the Purchase Price set forth in Section 1, Park City shall have no additional obligation to pay for Water Right Number 55-12433, either during or after the expiration of the Pre-Payment Period.

c. Wheeling of Park City's Water Right: JSSD's right and obligation to wheel water to Park City shall continue as provided herein until this Agreement is amended or modified by the express written consent of both Parties. The Parties understand and agree that should Park City change the Point of Diversion of Water Right Number 55-12433 from the portal of Ontario

Drain Tunnel #2, JSSD's obligation to wheel water shall terminate unless the Parties otherwise agree.

d. JSSD's maintenance obligations: JSSD agrees that it shall maintain and operate the Keetley Water Treatment Plant, the Ontario Drain Tunnel #2, and the pump stations, pipelines and storage tanks necessary to treat and deliver the water pursuant to this Agreement to the Deer Crest Meter. Park City shall have no obligation to participate in any of the costs of maintaining or operating the same, other than the Wheeling Rate described herein.

e. Park City's maintenance obligations: Park City shall be responsible for the maintenance and operation of the Park City water delivery system beginning at the Deer Crest Meter.

f. Change in point of delivery: In the event Park City desires to receive some or all of the water pursuant to this Agreement at a different location than the current Deer Crest Meter, the Parties shall meet to equitably apportion the costs of any infrastructure necessary to deliver the water at the proposed new location. No amendment to the point of delivery shall be made without express written agreement of the Parties.

g. Point of Diversion. The Parties agree that the Point of Diversion for the Water Right shall remain the Ontario Drain Tunnel #2 as long as JSSD is able to deliver the water represented by the Water Right from that location. In the event of a catastrophic failure in the Ontario Drain Tunnel #2 that cannot be remedied by the Parties within a reasonable amount of time, the Parties shall cooperate in changing the point of diversion of the Water Right.

3. Term and Termination. This Agreement shall take effect upon full execution by both Parties and shall not be terminated without the express, written consent of both Parties.

4. Assignment. This Agreement is not assignable by JSSD or Park City without the express, written consent of the Parties.

5. Indemnification. The Parties agree to indemnify, save harmless and defend the other Party, its agents and employees, from all claims, mechanics liens, demands, damages, actions, cost and charges, including attorney's fees and other liabilities arising out of or by reason of the construction, operation, maintenance, use or attempted use of that Party's system for the purposes herein contemplated. JSSD acknowledges that it has no other obligations and is not subject to any agreement, law, or regulation that may prevent it from fulfilling its obligations under this Agreement. Specifically, JSSD acknowledges and agrees that its delivery obligations to the Deer Crest Subdivision, as they now exist and as they may change with future development, shall not prevent JSSD from delivering water under the terms of this Agreement.

6. Notices. Except as may be herein otherwise provided, all notice required or permitted herein, shall be deemed to have been properly given when sent by certified United States mail, addressed to the Parties at the addresses appearing below; the date of such service shall be the date on which the notice is deposited in the United States Post Office; all notices shall be sufficient within the terms of the Agreement when signed by any one or more of the notifying parties or their agents and mailed to any one or

more of the opposite parties; personal delivery of such written notice shall have the same effect as notice given by mail; the attached addresses may be changed for the purposes of this Agreement by notification of the opposite party in writing.

Park City Municipal Corporation
C/O City Manager
445 Marsac Avenue
P O Box 1480
Park City, UT 84060

Jordanelle Special Service District
C/O Dan Matthews
P O Box 519
10420 North Jordanelle Blvd. Ste. A
Heber City, UT 84032

With a copy to the Park City Attorney
445 Marsac Avenue
P O Box 1480
Park City, UT 84060

7. General Provisions.

a. Costs and Attorney's Fees. In the event of any dispute arising out of this Agreement, the prevailing party in any arbitration or related legal proceeding shall be entitled to recover its reasonable attorney's fees, costs and expenses from the losing party.

b. Amendments. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by the Parties hereto.

c. Integration. This Agreement constitutes the entire understanding and agreement of the Parties, and any and all prior agreements, understandings or representations are hereby terminated and cancelled in their entirety and are of no force and effect.

d. No Third Party Beneficiaries. The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any person or entity other than the parties to this Agreement.

e. Waiver. The waiver by any Party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or waiver of any subsequent breach, whether of the same or another provision of this Agreement.

f. Choice of Law. This Agreement in all respects shall be governed by the laws of the State of Utah. Nothing contained herein shall be construed to require the commission of any act contrary to law. Wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation, the latter shall prevail and the provision of this document which is affected shall be curtailed and limited to the extent necessary to bring it within the requirements of the law.

g. Force Majeure. Performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrections, strikes, lock-outs, floods, earthquakes, fires, casualties, acts of God, epidemics, quarantine, inability (when the responsible Party is faultless) to secure the necessary labor, materials, tools, acts or failure to act of any public or governmental agency or entity, or by any other reason not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, and in such event, the performance of such work or the doing of such act shall be excused for the period of the delay and the period of performance for any such work or the doing of any such act shall be extended for a period equivalent to the period of such delay.

h. Warranty of Authority. The individuals executing this Agreement on behalf of the Parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby and each Party intends its successors in interest shall be so bound. JSSD represents that there are no other agreements that would encumber the Water Right being transferred to Park City pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day herein first above written.

PARK CITY MUNICIPAL CORPORATION
By: ____

Attest:

____
_____________, City Recorder

Approved as to Form:

____
Thomas A. Daley, Deputy City Attorney

STATE OF UTAH)
) ss
COUNTY OF SUMMIT)

On this ____ day of _________________, 2010, personally appeared before me __________, whose identity is personally known to me and who by me duly sworn/affirmed, did say that he is the authorized representative of the Park City Water Service District, and said ________________ acknowledged to me that he executed the same.

____
Notary Public

JORDANELLE SPECIAL SERVICES DISTRICT

By: ____

Title: ___________________________________

STATE OF UTAH)
) ss
COUNTY OF WASATCH)

On this ____ day of ________________, 2010, personally appeared before me Dan Matthews, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he is the General Manager of the Jordanelle Special Services District and said Dan Matthews acknowledged to me that said Jordanelle Special Services District executed the same.

____
Notary Public

EXHIBIT A

WHEELING RATE CHARGED BY JORDANELLE SPECIAL SERVICE DISTRICT TO DELIVER WATER TO PARK CITY WATER SERVICE DISTRICT

A. JSSD shall establish a wheeling rate each calendar year for the delivery of water to Park City as set forth in the Water Rights Purchase and Water Delivery Agreement dated January ____, 2010. Once the pre-payment period set forth in the Agreement expires on December 31, 2023, Park City shall begin making payments to JSSD as follows:

1. Take or Pay Rate: The wheeling rate will include a fixed take or pay amount for the delivery of up to 1000 acre feet of water per calendar year. One-twelfth of this take or pay amount will be billed on or about the 1st day of each month by JSSD, and consists of the following components:

   a. A proportionate share of the capital costs incurred by JSSD for the facilities already constructed and funded by JSSD that benefit Park City (the Facilities). The methodology used to calculate this component is shown in Exhibit A-1.

   b. A fixed Operations and Maintenance rate component in an amount to be determined each calendar year based upon JSSD's adopted operations budgets for that year.

      The methodology shown in Exhibit A-2 shall be used to calculate the hourly rate JSSD shall use to determine the fixed Operations and Maintenance rate component. This hourly rate shall include staff time, general supplies, equipment, insurance, vehicle, and other typical general operations and maintenance costs.

      This hourly rate shall then be multiplied by the estimated number of hours it is anticipated that JSSD employees will spend on general operations and maintenance costs for the facilities based upon historical information.

      JSSD shall track the actual time its employees spend on general operations and maintenance related to the Facilities, and shall provide this information to Park City on an annual basis.

   c. A capital asset management rate component of $2,000,000 shall be included. This portion of the rate will be placed in a repair and replacement reserve account to be held by JSSD. The amount of this rate component will be fixed at $38,000 per calendar year (based upon Park City's proportionate capital investment in the Facilities).

JSSD will contribute an additional $162,000 per calendar year to the repair and replacement reserve account (based upon JSSD's proportionate share of the capital investment in the Facilities).

The methodology used to calculate this component is shown in Exhibit A-3.

If at the end of any calendar year, the balance in the repair and replacement reserve account exceeds $2,000,000 the capital asset management rate component will not be included in the next year's wheeling rate, and JSSD will not be required to make its annual contribution. All interest earned on the balance in the repair and replacement reserve account will remain in the reserve account.

Funds in this reserve account may be used by JSSD to maintain, repair, or replace all or any portion of the Facilities beyond the reasonable and typical ongoing operations and maintenance of the related infrastructure that is funded by other cost components in the wheeling rate.

JSSD shall provide Park City with a full accounting of payments made from this reserve account and the interest earned on the cash balance each calendar year.

2. Water Usage Rate. The wheeling rate will include a variable amount based upon the actual monthly water usage by Park City under the terms of this Agreement. The water usage rate will be billed on or about the 1st day of each month for the previous month's actual water usage, and consists of the following components:

a. A power cost rate component in an amount to be determined each year based upon the projected power costs to deliver water to Park City during that year. The total projected power costs for the Facilities shall first be allocated on a pro-rata basis based upon the projected usage of each Party. The methodology that shall be used to calculate this component of the rate is shown in Exhibit A-4.

If the amount collected from Park City from the water usage rate component during any calendar year is materially different from the actual water usage costs incurred by JSSD, then an appropriate adjustment will be made to the water usage rate in the following calendar year in order to offset the material difference.

Park City shall comply with JSSD's payment terms as outlined in its Water Rate Resolution, or other Rules and Regulations as they currently exist or as they may be legally amended in the future.

EXHIBIT A-1

PARK CITY BUY-IN COSTS FOR FACILITIES FOR 1000 ACRE FEET OF TREATED WATER

Facility Name/Description	Total Cost	%PC	%JSSD	PC Buy-In
Ontario Drain Tunnel # 2				
Keetley Water Treatment Plant	$ 9,400,000.00	6%	94%	$ 517,000.00
Transmission Pipeline to Lower Tank	$ 280,000.00	21%	79%	$ 58,800.00
Deer Crest Lower Tank (500,000 gal)	$ 905,000.00	21%	79%	$ 190,050.00
Deer Crest Lower Pump Station	$ 800,000.00	21%	79%	$ 168,000.00
Transmission Pipeline to Mid Tank	$ 280,000.00	55%	45%	$ 154,000.00
Mid-level Tank (75,000 gal)	$ 136,000.00	55%	45%	$ 74,800.00
Mid-level Pump Station	$ 1,000,000.00	55%	45%	$ 550,000.00
Upper Deer Crest Tanks (1,000,000 gal)	$ 1,041,000.00	57%	43%	$ 593,370.00
Upper Pump Station	$ 600,000.00	57%	43%	$ 342,000.00
Transmission Pipeline to Upper Tank	$ 280,000.00	57%	43%	$ 159,600.00
Deer Crest Meter	No Cost			$ -
Total Capital Costs for Facilities	**$ 14,722,000.00**		**PC Buy-In Total**	**$ 2,807,620.00**
			PC % of Total	**19%**

Based on percentage of the "design capacity" used by Park City

EXHIBIT A-2

JSSD OPERATIONS AND MAINTENANCE COST MODEL - ESTIMATED 2010 BUDGET

		Park City Portion		*Park City Portion		Park City Portion
Item	**Treatment Plant**	**6%**	**Distribution**	**10%**	**Admin.**	**1.50%**
Uniforms	2,000.00	120.00	2,000.00	200.00		-
Travel & Training	12,600.00	756.00	4,000.00	400.00	3,000.00	45.00
Natural Gas	40,000.00	2,400.00		-		-
Electricity	216,000.00	12,960.00	8,900.00	890.00	8,000.00	120.00
Phone	1,800.00	108.00	2,400.00	240.00	7,000.00	105.00
Treatment, Chem. Etc.	343,720.00	20,623.20		-		-
Testing & Labs	7,700.00	462.00		-		-
Equipment	36,000.00	2,160.00	12,000.00	1,200.00		-
Technical Support	2,000.00	120.00		-		-
SCADA Services	4,200.00	252.00		-		-
Administrative & Operator's Salaries	349,000.00	20,940.00	410,000.00	41,000.00	270,000.00	4,050.00
Office Materials & Supplies	3,120.00	187.20	4,200.00	420.00	3,000.00	45.00
Tools	500.00	30.00	2,000.00	200.00		-
Minor Repairs	11,800.00	708.00	12,800.00	1,280.00		-

Vehicle Expense	15,000.00	900.00	20,000.00	2,000.00	10,000.00	150.00
Heavy Equipment Lease	7,000.00	420.00	7,000.00	700.00		-
Mine Maintenance	60,000.00	3,600.00		-		-
Mine Supplies	50,000.00	3,000.00		-		-
Total Expenditures	**1,162,440.00**	**69,746.40**	**485,300.00**	**48,530.00**	**301,000.00**	**4,515.00**
10% Margin		6,974.64		4,853.00		451.50
Total:		**76,721.04**		**53,383.00**		**4,966.50**
Cost per Acre-Foot		$ 76.72		$ 53.38		$ 4.97
Total Cost per Acre-Foot						**$ 135.07**

* Actual percentage cost will be based on a proportionate share of the facilities utilized by Park City for delivery of water

EXHIBIT A-3

ASSET MANAGEMENT COSTS - BASED UPON $2 MILLION DOLLAR CAP

Cap	$	2,000,000.00
Total Annual Contribution	$	200,000.00
JSSD Annual Contribution (81% proportionate capital investment in Facilities)	$	162,000.00
Park City Annual Contribution (19% proportionate capital investment in Facilities)	$	38,000.00

EXHIBIT A-4

CULINARY WATER POWER COSTS

Facility	Annual Power Cost		Annual Acre Feet	Cost per Acre Foot	
Ontario Drain Tunnel # 2	$	103,000.00	12,501	$	8.24
Keetley Water Treatment Plant	$	197,000.00	12,501	$	15.76
Lower Pump Station	$	35,000.00	1,075	$	32.56
Mid-level Pump Station	$	72,000.00	1,075	$	66.98
Upper Pump Station	$	59,000.00	1,075	$	54.88
Total Power Costs	$	466,000.00			