**PARK CITY COUNCIL MEETING**
**SUMMIT COUNTY, UTAH**
**NOVEMBER 8, 2012**

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, November 8, 2012.

**Closed Session**
3:15 p.m. Personnel, litigation and property

**Work Session**

| | | |
|---|---|---|
| 4:40 p.m. | Council questions and comments | |
| 4:50 p.m. | Woodward Tahoe debrief | P. 4 - 8 |
| 5:20 p.m. | Lower Park Avenue RDA update | P. 9 - 31 |
| 5:50 p.m. | Break | |

**Regular Meeting**
6:00 p.m.

**I ROLL CALL**

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

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

**IV MINUTES OF MEETING OF OCTOBER 25, 2012** P. 32 - 42

**V NEW BUSINESS**

1. Consideration of a Service Provider/Professional Services Agreement with Alliance Engineering for construction engineering management and post construction services related to the 2013 reconstruction of 10th and 11th Streets in the amount of $56,885 P. 43 - 48

2. Consideration of a Master Festival License for Skull Candy's request to use City property on November 15, 2012 P. 49 - 57
   (a) Public hearing
   (b) Action

3. Consideration of the 2013 Sundance Film Festival Supplemental Plan P. 58 - 65
   (a) Public hearing
   (b) Action

4. Consideration of a Resolution authorizing the issuance and sale of up to $9,100,000 aggregate principal amount of water revenue and refunding bonds of the City; and providing for related matters P. 66 - 85
   (a) Public hearing on (1) the issuance and sale of the City's water revenue bonds, for the purpose of financing the cost of acquisition, construction and completion of improvements to the water system of the City and (2) the potential economic impact that the facilities will have on the private sector

(b) Action

**VI ADJOURNMENT**

**PARK CITY HOUSING AUTHORITY**
**SUMMIT COUNTY, UTAH**
**NOVEMBER 8, 2012**

PUBLIC NOTICE IS HEREBY GIVEN that the Housing Authority of Park City, Utah will hold its meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah at 6 p.m., as described below on Thursday, November 8, 2012.

**I ROLL CALL**

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

**III MINUTES OF MEETING OF MARCH 3, 2011** P. 86 - 87

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

Consideration of an amendment to the Silver Star affordable Housing Plan
P. 88 - 122

**V ADJOURNMENT**

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

Posted: 11/05/12
see: www.parkcity.org

**Note: This future meeting schedule is TENTATIVE and subject to change.**

8 **Dana gone**
*12 City Manager interviews held this week*
15 HPCA parking request - work (20 min)
Wasatch Back Relay-MFL Application – work (10 min)
RMP substation expansion/relocation – work (1 hour)
Amended Council procedures – work/regular
Quarterly goals - work
Municipal lighting and lighting outdoor art – work (40 min)
Master Festival License for the RAGNAR 2013 Wasatch Back Relay
Appointment of Dana Williams and Blake Fonnesbeck to the Summit County Mosquito Abatement Board for a term beginning January 1, 2013 and expiring January 1, 2017
*19 Breakfast meeting*
22 **Thanksgiving**
29 General Plan update - work
Water conservation – work (45 min)
Mine hazard update - work
Annual insurance renewals - regular
RDA meeting

**December 2012**
6 City fleet fuel strategy - work
Risner Ridge open space parcels – work
RMP substation expansion/relocation - work
UPCM affordable housing agreement – work/consent - PR
Interlocal with SBSRD for ice arena - regular
13
20
27 **Holiday recess**

**January 2013**
3 **Holiday recess**
10 Resolutions setting forth annual meeting dates and appointment of officers
17 **No meeting - Sundance**
24
31

**Pending Items:**
Wasatch Front and Back mountain resort expansions – Mayor Becker team
Latino Community outreach and engagement – study
RDA and other economic districts strategic plan
Resolution establishing a strategic plan for City-owned property with development potential in Park City, Utah and repealing and replacing Resolution No. 22-05 in its entirety
Business recruitment – study

# City Council
# Staff Report

**Subject:** Woodward Tahoe – Traveling Tour
**Author:** Jonathan Weidenhamer
**Department:** Sustainability
**Date:** November 8, 2012
**Type of Item:** Informational

**Summary Recommendations:**
This is an informational recap. A short verbal recap and slide presentation will be given by those members from City Council in attendance.

**Background:**
On October 27-28, 2012 three council member and three staff conducted a traveling tour to Woodward Tahoe and the Tahoe region. Attendees included:

Alex Butwinski - Back up Mayor Pro Tem
Liza Simpson – City Council Representative
Andy Beerman – City Council Representative
Chad Rood – Staff, Building Official
Nate Rockwood – Staff, Capital Budget, Debts and Grants Manager
Jonathan Weidenhamer –Staff, Economic Development Manager

The following was the itinerary:

<u>Saturday October 27, 2012</u>
- Lunch in Truckee;
- Site tour of Woodward Tahoe campus (guided);
- Woodward activity - Progression training (guided);
- Dinner in Truckee.

<u>Sunday, October 28, 2012</u>
- Site Visit to Northstar, California (guided);
- Self-tour of Tahoe City and Emerald Bay;
- Self-tour of Squaw Valley and lunch.

**Exhibits**
A – Council submitted recap of visit
B - Traveling Tour Open Meeting Protocol.

# Exhibit A
# Council submitted recap of trip

<u>Saturday, October 27, 2012</u>

<u>Camp Woodward</u>

- It is a structured progressive learning/ teaching program (we went through their basic training and found the teaching process very effective.)
- They offer single day as well as weekly camps. It is not daycare! Parents are expected to stay on site during daily programs.
- 25-30- FTE's with as many as 300 seasonal employees
- Very local community oriented – employees are recognized around town

<u>Truckee</u>

- Self guided walking tour of a small railroad town. Their main street only has one side. The railroad is on the opposite side. They make it work.
- Interesting section of covered sidewalk and use of brick to upgrade from former board sidewalk.
- Old town section similar to ours probably 30 years ago. Not quite as polished or restored.

<u>Sunday, October 28, 2012</u>

<u>Northstar Ski Resort</u>

- Owned by Vail Corp. & Ritz Carlton
- Tour by Northstar Marketing Director, shoulder season so it was very quiet.
- Very homogenized, much like Beaver Creek. $1B spent over last 5 years since Vail purchased.
- We can learn lessons about the use of height (good and bad).
- They appeared to not pay too much attention to view corridors. Street alignment was designed so that there were no plaza level views as you walked around.
- Most if not all plazas and walkways built to withstand heavy equipment driving on the surface, underground parking below. Gondola building has high end lodging.
- There are places that the ambiance was such that you could have been anywhere.
- Ritz is along the business model of the Waldorf and Montage. Made a poor choice with their gondola.

<u>Tahoe City</u>

- Self guided walking tour. Interesting contrast to higher end resort communities.
- Very 70's (motel "museum" time warp). A beach town on the lake. Minor reinvestment.
- Business (seasonal) seems to be good.

Squaw Valley

- Pedestrian core works.  Street layout invites discovery of views, unlike Northstar.
- BOPA planning can learn some ideas here.
- Growth appears organic and not ‘manufactured’, i.e. the attempt to make something new to appear that it evolved over time. Kept old buildings and are adding the new, they are 2 years into a 5 year master plan. LOTS of flat parking lots to expand onto. The only covered parking was OLD two story probably from the 60’s.

# Exhibit B

## OUT OF TOWN SITE VISIT- TRAVELING TOUR- RECOMMENDED OPEN MEETING PROTOCOL

1. While traveling tours are not prohibited by Utah law, out of state trips organized solely for the purpose of providing information directly to a majority of City Council as the primary participants should be avoided. The recommended protocol is either: a) sending a non-quorum of designated member(s) to attend and report back at an open meeting; or b) creating an official subcommittee of two or less Council members and other staff/members and instruct the subcommittee to prepare and file a written report with the City Council at an open meeting.
2. If a majority of City Council decides to conduct a site visit by way of a traveling tour, the following recommendations should be followed to comply with applicable Utah open meetings regulations:
    a. The traveling tour should be noticed with the legal agenda noticing for the regularly scheduled City Council meeting preceding the trip. If reasonably practical, a more specific itinerary should be publically made available and provided to local press.
    b. The trip should be for informational purposes only and individual Council members should avoid giving specific feedback to outside parties or conducting deliberations of any kind, especially if it is reasonably possible that such matters may be related to future legislative, policy or land use business before the City.
    c. While all individual members have a duty to comply with The Open and Public Meetings Act, the Mayor, or Mayor Pro Tem in the absence of the Mayor, shall take necessary steps to ensure compliance with applicable prohibitions.
    d. Where possible, presentations should revolve to groups of 2 or less Council members. Direct presentations to a majority of the City Council should be recorded in settings accessible to the public. Small, closed door meetings should not be held. A summary of the presentation(s) should be discussed on the record at the first available regular City Council meeting.
    e. A majority of Council members should avoid traveling together in a single private vehicle and members should take all reasonable attempts to avoid the appearance of conducting deliberations even in social or meal situations. Social events associated with the tour may not be used to circumvent open meeting requirements. For example, three or more Council members should not sit together off by themselves at dinner or social gatherings.
    f. No city action may be taken on the traveling tour.
    g. The City Council should travel with applicable staff and make it clear that members of local press or public may attend on their own accord.
    h. Should any matter concerning the subject(s) of the traveling tour come before the Council in the future, the participants of the tour should disclose their involvement and

communications from the tour in accordance with applicable due process and ethical regulations.

i. Council members are advised they may need to obtain their own personal legal representation should any person or agency initiate formal enforcement of applicable state code and/or local regulations based upon their conduct on the tour.

# Redevelopment Agency
# Staff Report

**Subject:** **Lower Park Avenue RDA Implementation Strategy**
- **Library Expansion Discussion**
- **Use of Carl Winters 3rd Floor**
- **Multi-Generational & Affordable Housing**
- **Senior and Community Center**
- **Project Management Assistance**
- **Comprehensive Needs Assessment & Further Community Stakeholder Engagement**

**Author:** **Jonathan Weidenhamer, Economic Development Manager**
**Department:** **Sustainability**
**Date:** **November 8, 2012**
**Type of Item:** **Informational**

**Summary Recommendations:**
Staff recommends Council direct staff to begin steps to implement the approved and funded Lower Park Avenue RDA neighborhood master plan including:
1. Renovation and expansion of the library;
2. Procure Project Management assistance for Woodside/Park Avenue projects implementation;
3. Conduct a comprehensive community engagement process to assess stakeholder needs and priorities;
4. Remodel the 3rd Floor of the Carl Winters Building as a temporary senior center and long-term flexible community space;
5. Take preliminary steps to identify concept scope and cost to design and build:
    a) Multi-generational and affordable housing;
    b) A senior and community center.

**Background**
On July 26, 2012 Council discussed the LPA RDA Master Plan and specific Neighborhood Plan for City owned property (Exhibit I – staff report & meeting minutes). Consistent with the Plan, Council's direction included:

i. Pursue multigenerational & affordable housing project on city-owned land at the location of the current senior center;
ii. Explore possible options for expanding the scope of the housing project through a joint venture with an adjacent property owner;
iii. Pursue temporary relocation of senior services to the 3rd floor of Carl Winters;
iv. Consider building a senior and community center in the location of the existing fire station;

v. Explore, through a robust engagement process, community needs and stakeholder priorities;
vi. Look for efficiencies in programming and use of all city-owned facilities in the neighboring “campus” including Library, City Park and the former fire station;
vii. Look for efficiencies in construction related activities to anticipated asset and building maintenance needs;
viii. Further consideration of an expanded library within the context of the rest of the projects; and
ix. Return with formal recommendations including next steps and a timeline for implementation.

PlanWorks Design (Michael Barille) completed an implementation strategy for City-owned property in the LPA RDA. The strategy was accepted by City Council on January 27, 2011. The following is a site plan:

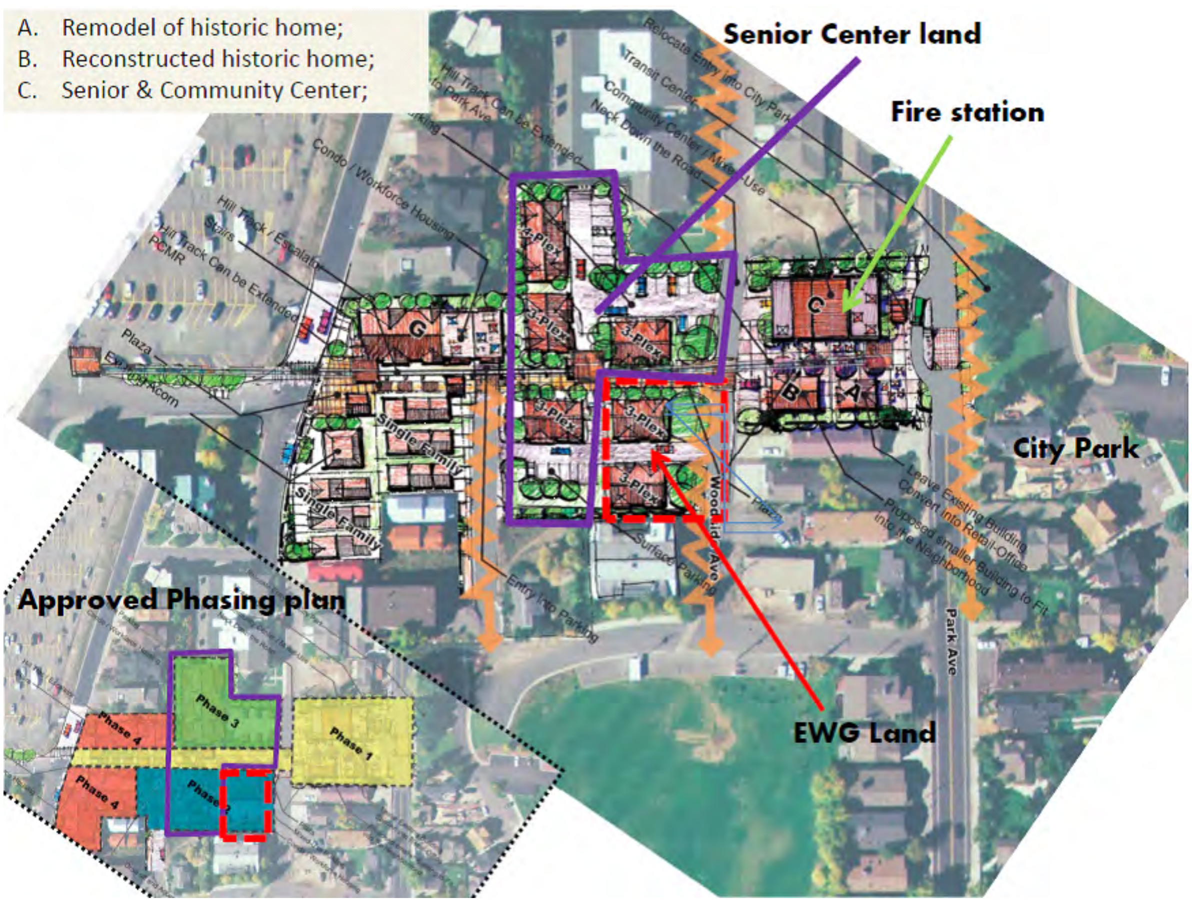



Exhibit H includes a summary of master planning for the LPA RDA, including: the broader plan for the entire district done by Design Workshop and the Jack Johnson Company; the PlanWorks Plan for City property.

**Analysis:**
The following analysis is broken into sections based on Council's direction to return with recommendations on next steps and a timeline for implementation.

<ins>*SECTION 1*</ins>

i. <ins>Pursue multigenerational & affordable housing project on city-owned land at the location of the current senior center;</ins>
ii. <ins>Explore possible options for expanding the scope of the housing project through a joint venture with an adjacent property owner;</ins>
iii. <ins>Pursue temporary relocation of senior services to the 3rd floor of Carl Winters, and</ins>
iv. <ins>Consider building a senior and community center in the location of the existing fire station.</ins>

Section 1 Overview - A primary part of the project agreed to on July 26, 2012 was a housing component that includes senior or multi-generational opportunities. Consistent with the preliminary Master Plan done by PlanWorks Design staff has been working with Elliott Work Group (EWG) to create a development approach addressing land owned by EWG at 1321 & 1323 Woodside Avenue, which is adjacent to the current senior center. Creating aging in place housing opportunities is a priority for the community as stated in the 2009 visioning exercise, community surveys, and Council's housing policy. It is also consistent with national trends that seniors would prefer to stay in their own homes, if possible. Those who choose to move are opting for locations close to children, friends, work, public transit and health care. Having a contiguous piece of land this large proximate to multiple services (shopping, transit, City Park) is a unique opportunity.

Section 1 Timing (Exhibit C) – Completion of the Iron Horse Bus Driver Housing project is scheduled for spring 2014. This is a critical domino in the overall timing and phasing plan for the entire RDA. The old fire station on Park Avenue houses multiple year-round transit drivers. As soon as they move to Iron Horse, the building can be torn down.

Staff recommends commencement of construction of the LPA multi-generational housing project in spring of 2014. The fire station and senior center will be demolished at that time, allowing for a permanent senior center to begin construction concurrently with the housing project. A primary driver for this approach are the multiple economies of scale of the adjacent construction projects being designed, bid and built at the same time. Additionally, we believe the overall construction impacts on the neighborhood can be consolidated.

This approach and timeline necessitates relocation of the services currently provided in the senior center. To prepare for a temporary relocation of senior activity after demolition of the senior center in May 2014, we recommend preparation of a flexible community space in the Carl Winters Building that seniors can use in the interim, but could then continue to be programmed by multiple users in the future. Assuming Council is supportive of remodel of the 3rd floor of the Carl Winters Building in summer of 2013 (see later section) temporary relocation of the senior programming could be limited to about one year.

Section 1 Scope – The space in the Carl Winters Building would include a commercial kitchen and lockable storage for the seniors' food and programming materials. This space would be reserved for Sundance use during the Festival. It could also be used by the Film Series for pre and post screening functions and, depending on Council direction, could be made available to other community organizations, – particularly as a reception space to be used in conjunction with events at the Jim Santy Auditorium. Council seemed supportive of this strategy in earlier discussions, provided staff began to consider permanent relocation strategies for senior activity.

In discussions with representatives from the senior center, we've learned their preference for relocation is into Carl Winters as opposed to Miners because there is a functioning elevator, there would be a commercial kitchen, and most importantly, consolidation of all activity on one floor.

The outcomes and priorities identified through a community stakeholder process would help Council identify future uses for the space (see Section 2).

*SECTION 2*

v. Explore, through a robust engagement process, community needs and stakeholder priorities.
vi. Look for efficiencies in programming and use of all city-owned facilities in the neighboring "campus" including Library, City Park and the former fire station;

Section 2 Overview - CRSA's drawings were conceptual in scope. Multiple community members have inquired about leasing the space to be vacated by Soaring Wings, including non-profits, existing tenants, child care and artists. Staff recommends a comprehensive community engagement exercise to better understand specific programming needs of each of the existing and potential stakeholder user groups and how those needs might align with Council priorities.

Staff believes we can begin to implement projects such as the library expansion and EWG joint venture affordable housing project concurrently with additional planning and identification of community priorities for future uses of other facilities in the LPA RDA, including Miners Hospital, the adjacent Recreation Building and a possible permanent home for the seniors within a broader shared-use community center.

Section 2 Timing – A charrette is planned for Feb – May 2013. The priority here would be to identify what "permanent" uses and programming the community prioritizes in City facilities. Maximizing efficiencies in how we program and operate these facilities is a stated priority.

*SECTION 3*

vii. Look for efficiencies in construction related activities to anticipated asset and building maintenance needs;

Staff's preliminary recommendations begin to identify areas where efficiencies can be recognized in cost of design and construction by grouping projects together. In other cases there are existing facilities that have routine, already-funded asset and building maintenance scheduled that could be incorporated within a broader project scope, with a goal of realizing construction economies (mobilized architect and contractor as well as shortening of the term of impacts to facility users). In the Library's case, specific examples of these type of items are listed as "additive alternates" or "other" to recognize the option of funding through a separate funding source ie HVAC and roof (see Section 4 below).

*SECTION 4*

viii. Further consideration of an expanded library within the context of the rest of the projects;

Section 4 Overview: The Carl Winters Building was originally purchased and restored with RDA funding. The 2003 was also funded by the RDA. On January 12, 2012, Library Staff brought a proposed expansion and renovation plan for the library to City Council for discussion. Council did not want to see an isolated library renovation/expansion and directed staff to return with a proposal that considers future plans for the entire Carl Winters Building in the context of the entire RDA and other adjacent City-owned facilities.

During the April 19, 2012 work session, City Council held a comprehensive policy discussion on the future direction of the library, including a discussion on Council's preference for future level of service. Based upon the April 19$^{th}$ meeting, the majority of Council seemed supportive of reinvesting to keep the highest level of service, but was concerned about efficiency and not duplicating services or building or expanding new buildings until existing facilities are being programmed and used to their capacity.

Furthermore, Council expressed a desire to put consideration of a library expansion in context with other goals and facility uses in the neighborhood. Ultimately Council agreed to have staff conduct a high level feasibility analysis that would include details on programming and concept floor plans. That analysis was presented to Council on July 26, 2012. Council was supportive of additional information gathering. The current versus proposed programming and floor plans are attached as Exhibit D. The analysis now includes formal cost estimating conducted by CRSA and Wally Cooper, including cost of renovation of the 3$^{rd}$ floor.

The library is the highest rated community service provided by the City and is an essential element to Park City's small town character and sense of community. In order to preserve Park City's long tradition of offering top notch library service the facility and services must keep up with current trends and the changing needs of the community by:

- Adding space to optimize technology access;
- Offering the latest innovations in library services;
- Continuing to grow the materials collection;
- Facilitating community gathering ;
- Expanding the children's area with space for early literacy interactive area and a family space;
- Creating a technology hub consisting of a computer and wi-fi area with comfortable seating;
- Reconfiguring vending machines and adding an eating area;
- Improving Park City History Room with oral histories and interactive history features;
- Facilitating more efficient use of study room space (same number, smaller size);
- Ensuring sufficient space for expanded choices in library collection; and
- Establishing more comfortable quiet places to read and study, potentially with window seating and a fireplace.

As part of the annual Library Annual Report given to City Council on November 1, 2012, Council reviewed and discussed trends and use statistics of comparable peer resort libraries (Exhibit E). Furthermore research has identified that many of our peers have made significant investments in combinations of additions, renovation, and new construction, including (Exhibit F):

| Town | Size | Cost | Cost/sf |
|---|---|---|---|
| • Steamboat | 35,000 sf | $13M | $448 per sf; |
| • Jackson | 35,000 sf | $10M | $286 per sf; |
| • Aspen | 39,000 sf | $10M | $257 per sf; and |
| • Vail | 14,000 sf | $2.15 M | $154 per sf) |
| • *Recommended Park City* | *29,755 sf* | *$3M* | *$101per sf* |

The project staff is recommending for our library includes:

1. Reprogramming and renovation of first floor library;
2. Expansion and new programming of library on the second floor; and
3. Renovation of the 3rd floor to create a Community center (commercial kitchen, temporary use for senior programming, pre/post function auditorium space).

Section 4 Timing: There are existing tenants who will be significantly impacted by the library remodel. Leases with the PC COOP and PC Film Series will expire on June 30, 2012. While we believe both parties are considering all options, including relocating, staff recommends Council consider providing alternative spaces for these tenants on City property during any remodel, and consider favorably their return to a comparable or improved tenant space upon completion of construction.

With regard to the concept plans prepared by CRSA, there are two scenarios that were contemplated. Staff recommends holding off detailed discussions until the Community Charrette/ stakeholder input process is completed. For example, It may be easy and convenient to relocate the Film Series to Miner's during construction. It will not be easy and convenient to do the same with the COOP. The preliminary schedule is built around completion of the 3rd floor remodel, then moving the COOP from the second to the third floor, then completing the second and first floor remodel, but all options should be taken into account moving forward.

*SECTION 5*

ix. Procuring Project Management assistance.

The scope of the construction, phasing, financing and joint venture opportunities, and overall project and construction management is too large and complex for existing staff to manage, without fully allocating multiple staff, which would preclude them from their day-to-day responsibilities. Staff recommends Council direct staff to secure project management services for this project while not sacrificing existing city service goals. Provided Council is supportive, staff will return with a scope and estimated budget to do so.

**Department Review:** This report has been reviewed by the Library Division, Sustainability, the Legal Department and the Interim City Manager.

**Significant Impacts:**

| | | | | |
|---|---|---|---|---|
| Which Desired Outcomes might the Recommended Action Impact? | + Accessible and world-class recreational facilities, parks and programs | + Abundant preserved and publicly-accessible open space | + Residents live and work locally | + Well-maintained assets and infrastructure |
| | + Balance between tourism and local quality of life | - Reduced municipal, business and community carbon footprints | + Preserved and celebrated history; protected National Historic District | (+/-) (Select Desired Outcome) |
| | + Accessibility during peak seasonal times | (+/-) (Select Desired Outcome) | + Diverse population (racially, socially, economically, geographically, etc.) | (+/-) (Select Desired Outcome) |
| | + Safe community that is walkable and bike-able | (+/-) (Select Desired Outcome) | + Part-time residents that invest and engage in the community | (+/-) (Select Desired Outcome) |
| | + Multi-seasonal destination for recreational opportunities | (+/-) (Select Desired Outcome) | + Entire population utilizes community amenities | (+/-) (Select Desired Outcome) |
| | + Internationally recognized & respected brand | (+/-) (Select Desired Outcome) | + Community gathering spaces and places | (+/-) (Select Desired Outcome) |
| | | (+/-) (Select Desired Outcome) | + Physically and socially connected neighborhoods | (+/-) (Select Desired Outcome) |
| Assessment of Overall Impact on Council Priority *(Quality of Life Impact)* | Very Positive | Neutral | Very Positive | Positive |

**Funding Source**

The LPA RDA is the funding source for these projects. The LPA RDA is now generating approximately $1.2M annually. There is currently $8 M in uncommitted funds available in the LPA RDA. The RDA will amass an estimated additional $4 M more through 2015, and with the extension now through 2030 as much as an additional $30M or more, depending on growth and tax base through 2030, when it is scheduled to expire. The master plan identifies a placeholder number of $10-$15 M for the projects described in this report (Exhibit G).

Ultimately there will be competition for these dollars. Through a non-binding LOI, the RDA has already pledged as much as $10M to contribute to a transit center and parking garage at the base of PCMR as the focal point of the RDA's master plan. There will be additional competition for dollars in the limited section Bonanza Park included in the RDA (generally the Iron Horse Drive area, but not the proposed relocation area for the substation), the base of PCMR and other ongoing parts of the master plan (exhibit I).

**Timing and Next Steps**

A primary focus for a new contract project manager (should Council wish to contract for one), and early next steps, will be to put together a comprehensive scope, schedule, and anticipated budget as well as a conceptual structure for a joint venture with EWG.

As discussed earlier in this report, some current user groups/tenants would be significantly affected including relocation or termination.

**Recommendation:**

Staff recommends Council direct staff to begin steps to implement the approved and funded Lower Park Avenue RDA neighborhood master plan including :

1. Renovation and expansion of the library;
2. Procure Project Management assistance to further 4 and 5 below;
3. Conduct a comprehensive community engagement & non-profit needs assessment to provide context for:
4. Remodel the 3rd Floor of the Carl Winters Building as a temporary senior center and long-term flexible community space;
5. Take preliminary steps to identify concept scope and cost to design and build:
    a) Multi-generational and affordable housing;
    b) A senior and community center.

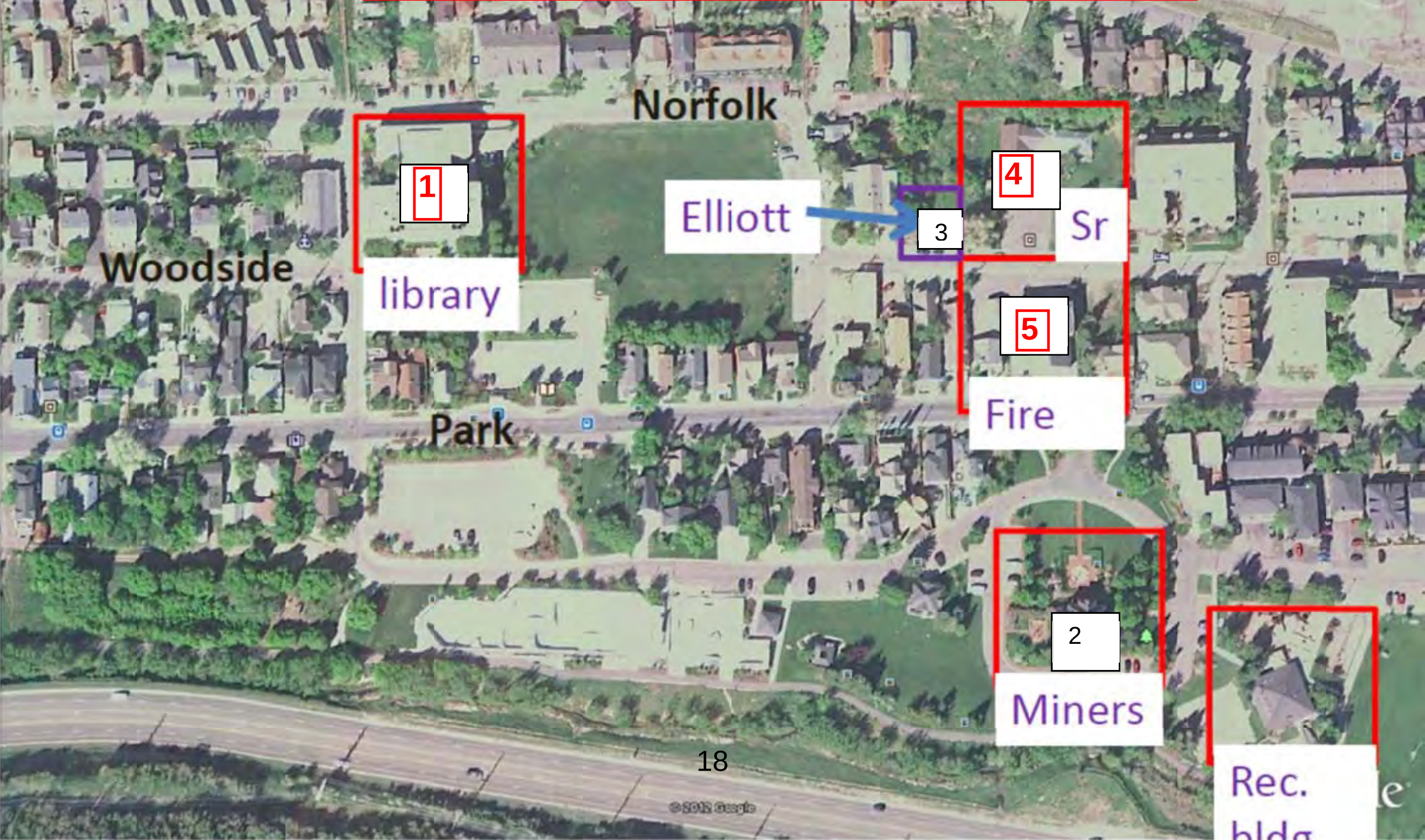
**Exhibits**

A. Project Location & Project Number Map
B. Library LOS Matrix
C. Timing & Phasing Plan
D. Library Exhibits
    I. Cost & Scope Options &
    II. Floor Plans
    III. Space Utilization Master Plan -CRSA (Wally Cooper)
E. Library Peer Comparisons (use stats)
F. Library Peer Competition (construction comps)
G. Estimated LPA Projects & Costs

H. LPA RDA Master Planning & background (available at: http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=9653;) includes:

I. July 26, 2012 staff report – http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=9660
   July 26, 2012 meeting minutes - http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=9740

# Exhibit A - Project Location & Project # Map



# Exhibit B - Library Service Level Matrix

| | Deteriorating Library (Significantly Reduced Level) | Outdated Library (Projected Level with Business as Usual) | World Class Resort Town Library (Continued Enhanced Level) | World-Class Resort Library & Community Ctr. (Significantly Enhanced Level) |
|---|---|---|---|---|
| | **LEVEL OF SERVICE** | | | |
| **National Citizen Survey Rating** | 30% | 75% by 2014 | 90% | 98% |
| **Desired Outcomes** | | | | |
| Connected, Knowledgeable & Engaged Citizens | Distinterested citizens | A portion of the population is engaged | Many connected, knowledgeable & engaged citizens | Many more connected, knowledgeable & engaged citizens |
| Vibrant Community Gathering Places & Spaces | Uninviting, dilapidated, infrequently used space | Moderately growing level of use, potential decrease if services are not updated | High level of utilization; more than a place to find a book; community spaces of differing sizes | Large percentage of the commuity utilizes the space; space is utilized for many community happenings; community center of Lower Park |
| Vibrant Arts & Culture Offerings | No arts & culture offerings | Limited arts and culture offerings | Rotating art displays; better spaces for various sizes of community group meetings & events | Artist talks; partnership with Kimball & Arts Kids; |
| **Level of Service** | | | | |
| Adult Services | None | Book group and occasional programs through partnerships | Small business development area; window seating & a fireplace to create more comfortable spaces; Park City History room with oral histories & interactive history features ; rotating educational & artistic exhibits | Multiple meeting room sizes; reception space outside of Santy; small business development resource area; Coffee bar; Window seating & a fireplace to create more comfortable spaces |
| Youth & Spanish | No focus on children; no Spanish offerings | Childrens and Spanish areas with limited collection & program space | Early literacy interactive area for children; enhanced Spanish collection & area; family area in children's section | Children's Reading Room; interactive displays; bi-lingual staff; Spanish center |
| Circulation | no additions to circulation | limited additions to circulation | Maintain current pace of circulation expansion | Expanded circulation |
| Technical Services | very limited outdated technology; no classes | limited technology; basic services; infrequent classes | Technology hub w/ computer & wifi area; flexible use classrooms; digital media center; Technology expansion at current pace; more frequent classes | Technology hub; digital media center; maintain pace with current technology; expanded class offering; frequent classes |
| | **IMPLEMENTATION** | | | |
| **Impacts/Tradeoffs** | | | | |
| Impacts to Current Building | Deterioration of Existing Building over Time | Maintain Existing Building As Is | Expansion to 2nd Floor/Secure Control of 3rd Floor or Move to New Location | Expansion to 2nd & 3rd Floor Immediately or Move to New Building |
| Building Maintenance | No building maintenance | New Roof | New Roof; New HVAC system | New Roof, New HVAC System; Geothermal & Solar (PV) |
| Tenants | No Change | No Change | Some Tenants Move | Some Tenants Move |
| Programs | Elimination of Multiple Programs | Reduction of Some Programs | Some Expansion/Some Reduction | Expansion |
| **Cost** | | | | |
| Capital | | | | |
| Operating | | | | |
| Forgone Revenue | Some tenants will eventually move out | none | $85,000 per year | $85,000 per year |
| **Time Until Subsequent Renovation** | N/A | N/A | 10 years | 15-20 years |

# Exhibit C - Timing & Phasing Plan

**Current Direction:**
1) Pursue multigenerational housing at current location of Sr Center;
2) need to temporarily relocate sr. center to Carl Winters;
3) all options include regularly scheduled b. maint.
4) Transit housing completed on Iron Horse/ ok to demo firestation in spring 2014*
* critical dates

| Project | *Project* | 2012 | | | | | | 2013 | | | | | | | | | | | | 2014 | | | | | | | | | | | | 2015 | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| # | | July | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
| | Initial Work Session Discussion | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Preliminary discussions with stakeholders | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Council Direction | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Procure PM | | | | | P | P | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | Carl Winters 3rd Floor remodel, Roof | | | | | | P | | | Design | | bid | | Build | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Leases end in Carl Winters | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | COOP summer camp on second floor | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | COOP & PC Film move back to Carl Winters 3rd Floor | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | Library expansion 2nd Floor | | | | | | P | | | Design | | bid | | | | Build | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Library 1st Floor (library programming/renovation), HVAC | | | | | | P | | Design | | | bid | | | | Build | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | community planning & stakeholder input charette | | | | | | | | Community charette | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | Film series moves to Miners | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | Build Senior/ aff. Housing project PH 1 (on elliott land) | | | | | | | | | | | | P | | | | design | | | | | bid | | | | | build | | | | | | | | | | | | | | | | |
| 4 | Build Senior/ aff Housing project PH 2 ( @ current sr center) | | | | | | | | | | | | P | | | | design | | | | | bid | | | | | | | | build | | | | | | | | | | | | | |
| 5 | Build Permanent Senior & community center on Park ave | | | | | | | | | | | | P | | | | design | | | | | bid | | | | | | | Build | | | | | | | | | | | | | | |
| | *completion of Iron Horse Bus Driver Housing | | | | | | | | | | | | | | | | | | | | | | X | | | | | | | | | | | | | | | | | | | | |
| 5 | demolition of existing fire station (bus driver housing complete) | | | | | | | | | | | | | | | | | | | | | | | D | | | | | | | | | | | | | | | | | | | |
| 3 | demo/relocate existing sr center | | | | | | | | | | | | | | | | | | | | | | | D/R | | | | | | | | | | | | | | | | | | | |
| 1 | Senior activities move into CW 3rd Fl. (temp) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | Relocate Seniors to permanent Center | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| **Key** | |
|---|---|
| lease terminates | |
| community planning & stakeholder input charette | |
| design | |
| Procure/bid | |
| Construction | |
| Lease & Relocation | |
| Demolition | D |

# Exhibit D.I. - Library Cost Estimates & Scope Options

**Carl Winters Renovation Cost Estimates**

October 31, 2012

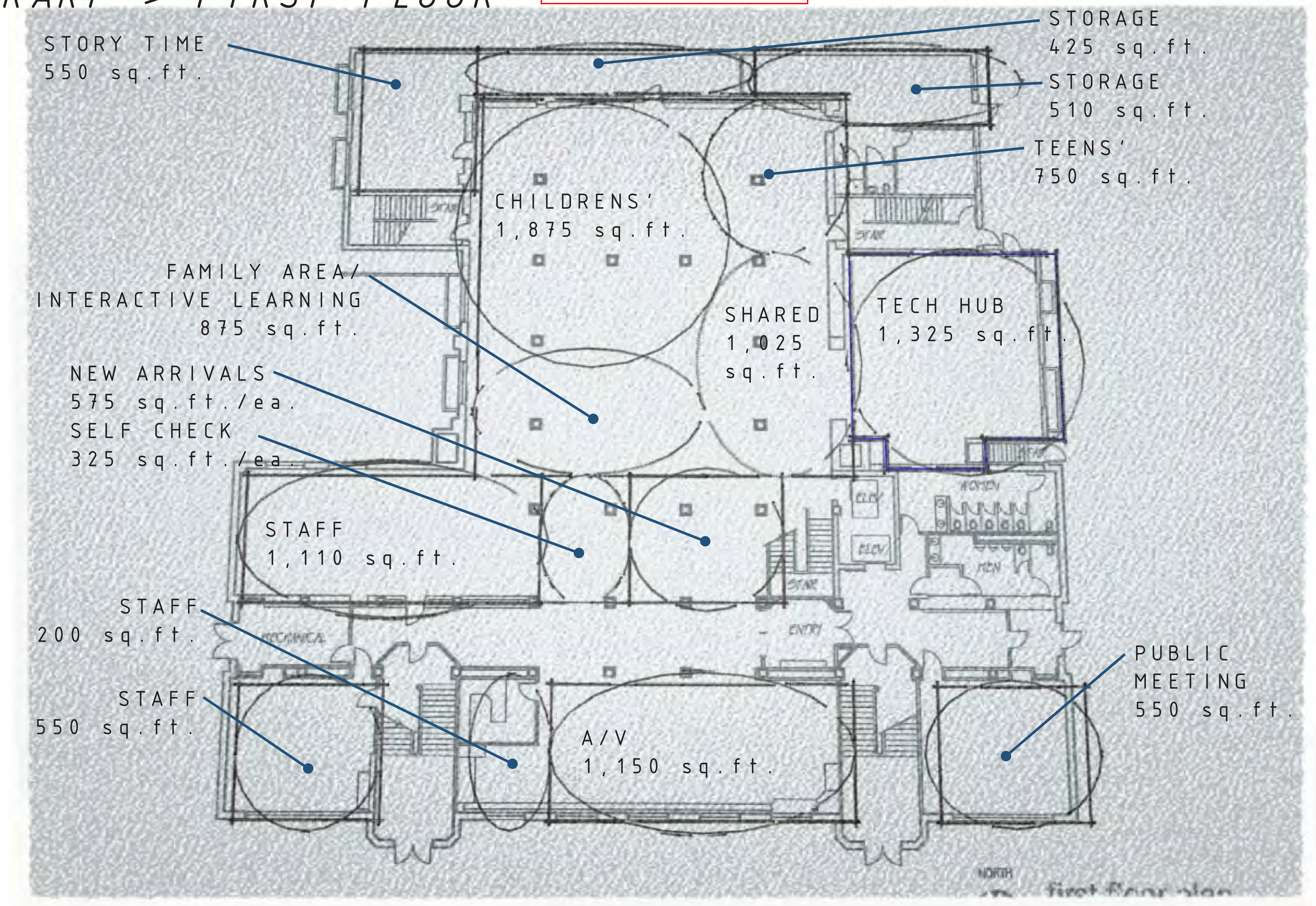
**Assumptions:**

- Pursue Multigenerational housing at Sr. Center/Elliott
- need to relocate Sr to Carl Winters
- all options include scheduled asset management & building main.

| Description | Option 1 | | | Option 2 | | | Option 3 | | |
|---|---|---|---|---|---|---|---|---|---|
| Description | Complete renovation including library programming & all 3 floor plans | | | Different than option 1: No renovation of library programming, add incremental library space on second floor; Temp. sr. center on 3rd | | | No significant changes to 1st & 2nd fl; Temp. Sr. Center on 3rd; | | |
| **Floor** | | | | | | | | | |
| 1 | renovate library floor plans | | | no major changes, minor amendments | | | no changes; | | |
| 2 | expand library to entire floor | | | addition of incremental sf only | | | no changes (keep Coop & rental rooms) | | |
| 3 | relocate Coop to 3rd fl; keep PC film in current footprint; temp sr center; commercial kitchen | | | Same as Option 1 | | | same as Option 1 | | |
| | Recommended | | | Doesn't advance LOS. Not efficient b/c first fl not remodeled, just adding incremental library space | | | | | |
| Level of Service Outcome | World class resort town library and temp. Sr / community center (enhanced LOS) | | | Satisfactory Library (continued LOS in short term; another renovation project imminent to remain competitive | | | Outdated Library (reduced LOS) | | |
| | SF | Cost / SF | Cost | SF | Cost / SF | Cost | SF | Cost / SF | Cost |
| **Hard Costs / Cost of Construction (funding source RDA)** | | | | | | | | | |
| **First Floor Remodel -** | **12,395** | | | **1,500** | | | **0** | | |
| Paint, Carpet, Ceiling & Lights | **11,020** | $40 | $440,800 | | | | | | |
| Paint (Stairs & Restrooms) | **1,375** | $8 | $11,000 | | | | | | |
| Misc Renovation - Allowance | | $150,000 | $150,000 | | $20,000 | $20,000 | | | |
| Paint - Minimal | | | | **1,500** | $8 | $12,000 | | | |
| | | | | | | | | | |
| **Second Floor Library Expansion / Remodel -** | **10,925** | | | **10,925** | | | **0** | | |
| 6 Study Rooms in Lieu of 5 Offices | **975** | $100 | $97,500 | **975** | $100 | $97,500 | | | |
| 1 Study Room in Lieu of 4 Study Rooms | **775** | $85 | $65,875 | **775** | $85 | $65,875 | | | |
| Collections in Lieu of Classroom & Office | **2,210** | $60 | $132,600 | **2,210** | $60 | $132,600 | | | |
| Paint, Carpet, Ceiling & Lights | **5,590** | $40 | $223,600 | **5,590** | $40 | $223,600 | | | |
| Paint (Stairs & Restrooms) | **1,375** | $8 | $11,000 | **1,375** | $8 | $11,000 | | | |
| | | | | | | | | | |
| **Third Floor Remodel -** | **6,435** | | | **6,435** | | | **6,435** | | |
| Senior / Community Center / Kitchen | **2,010** | $110 | $221,100 | **2,010** | $110 | $221,100 | **2,010** | $110 | $221,100 |
| Paint, Carpet, Ceiling & Lights | **3,050** | $40 | $122,000 | **3,050** | $40 | $122,000 | **3,050** | $40 | $122,000 |
| Paint (Stairs & Restrooms) | **1,375** | $8 | $11,000 | **1,375** | $8 | $11,000 | **1,375** | $12 | $16,500 |
| | | | | | | | | | |
| Coop | 1,085 | | | 1,085 | | | 1,085 | | |
| PC Film | 840 | | | 840 | | | 840 | | |
| Seniors/Community Ctr | 2,010 | | | 2,010 | | | 2,010 | | |
| Commercial Kitchen: Vent/Grease trap | Included Above | | | Included Above | | | Included Above | | |
| Circulation | 1,125 | | | 1,125 | | | 1,125 | | |
| Restrooms | 575 | | | 575 | | | 575 | | |
| | | | | | | | | | |
| **Construction Sub Total** | **29,755** | | **$1,486,475** | **18,860** | | **$916,675** | **6,435** | | **$359,600** |
| | | | | | | | | | |
| Contingency (15%) | | | $222,971 | | | $137,501 | | | $53,940 |
| Art (1%) | | | $17,094 | | | $10,542 | | | $4,135 |
| Green Elements (4%) | | | $69,062 | | | $42,589 | | | $16,707 |
| | | | | | | | | | |
| **Sub Total** | | | **$309,127** | | | **$190,632** | | | **$74,782** |
| **Soft Costs** | | | | | | | | | |
| Design & Engineering | | | $165,000 | | | $90,000 | | | $50,000 |
| FF&E | | | $75,000 | | | $20,000 | | | $35,000 |
| Specialty Consulting | | | $10,000 | | | $2,000 | | | $2,000 |
| Library Moving & Storage | | | $10,000 | | | $2,000 | | | $2,000 |
| Relocate Seniors | | | $15,000 | | | $15,000 | | | $15,000 |
| Relocate Coop | | | $5,000 | | | $5,000 | | | $0 |
| Testing, Fees, Specialty Inspections | | | $5,000 | | | $5,000 | | | $5,000 |
| Data & Security | | | $30,000 | | | $15,000 | | | $15,000 |
| Environmental | | | $5,000 | | | $5,000 | | | $5,000 |
| Miscellaneous | | | $10,000 | | | $10,000 | | | $10,000 |
| **Soft Costs Sub Total** | | | **$330,000** | | | **$169,000** | | | **$139,000** |
| | | | | | | | | | |
| **Total** | | | **$2,125,602** | | | **$1,276,307** | | | **$573,382** |
| | | | | | | | | | |
| **Additive Alternates & Required B. Maint. (funding RDA & Asset. Management)** | | | | | | | | | |
| Design & Engineering | | | $75,000 | | | $45,000 | | | $40,000 |
| Spanish & Periodical Expansion on 2nd | 1350 | | | 0 | | | 0 | | |
| HVAC (partially funded w/ Asset Management) | | | $250,000 | | | $250,000 | | | $0 |
| Roof (Funded with Asset Management) | | | $200,000 | | | $200,000 | | | $200,000 |
| Carpet, Paint, Lighting | | | $100,000 | | | $100,000 | | | $200,000 |
| Geothermal instead of HVAC | | | $500,000 | | | $0 | | | $0 |
| **Sub Total** | | | **$1,125,000** | | | **$595,000** | | | **$440,000** |
| **Total** | | | **$3,250,602** | | | **$1,871,307** | | | **$1,013,382** |

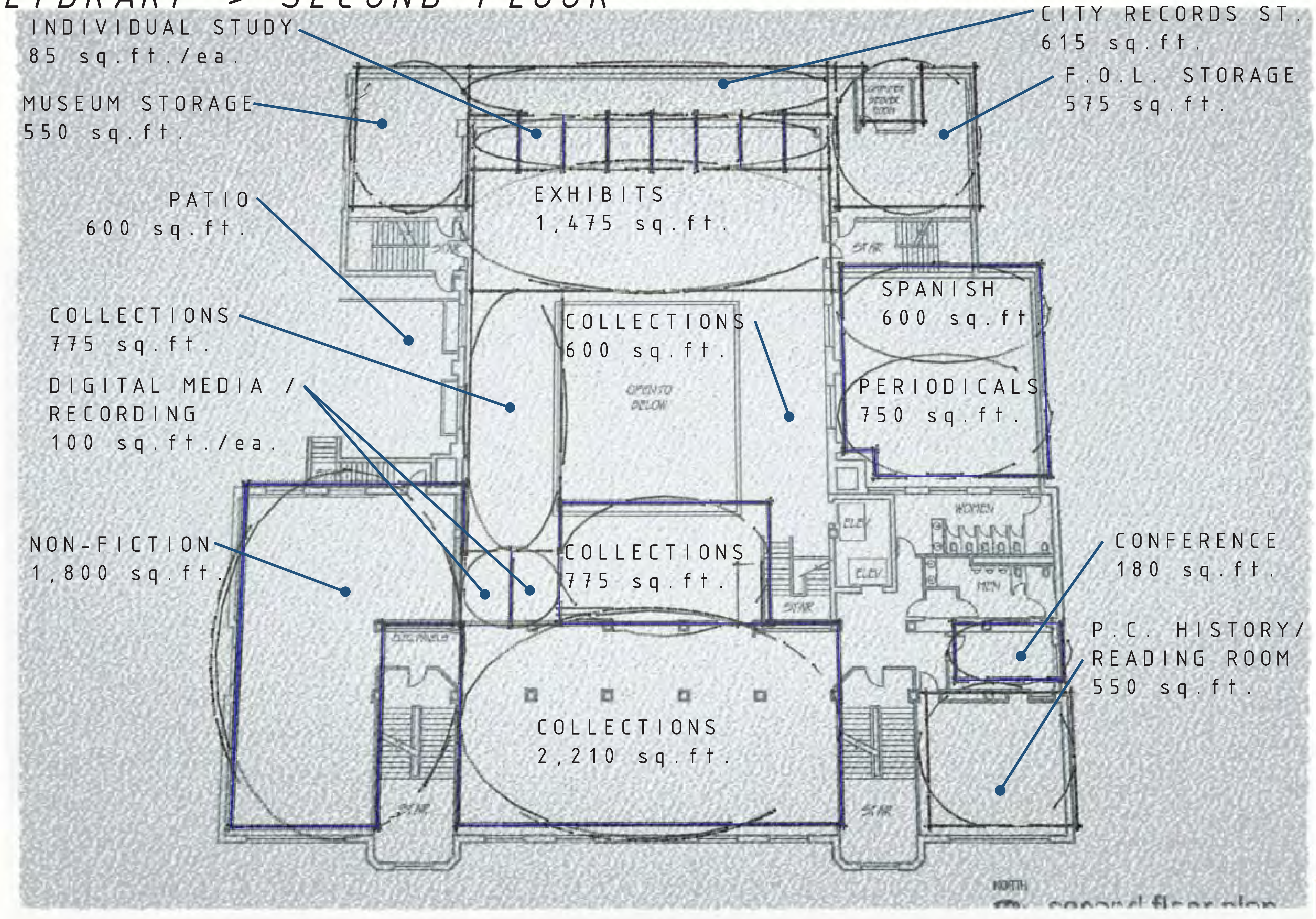
Exhibit D.II. - Concept Floor Plans

# LIBRARY > FIRST FLOOR

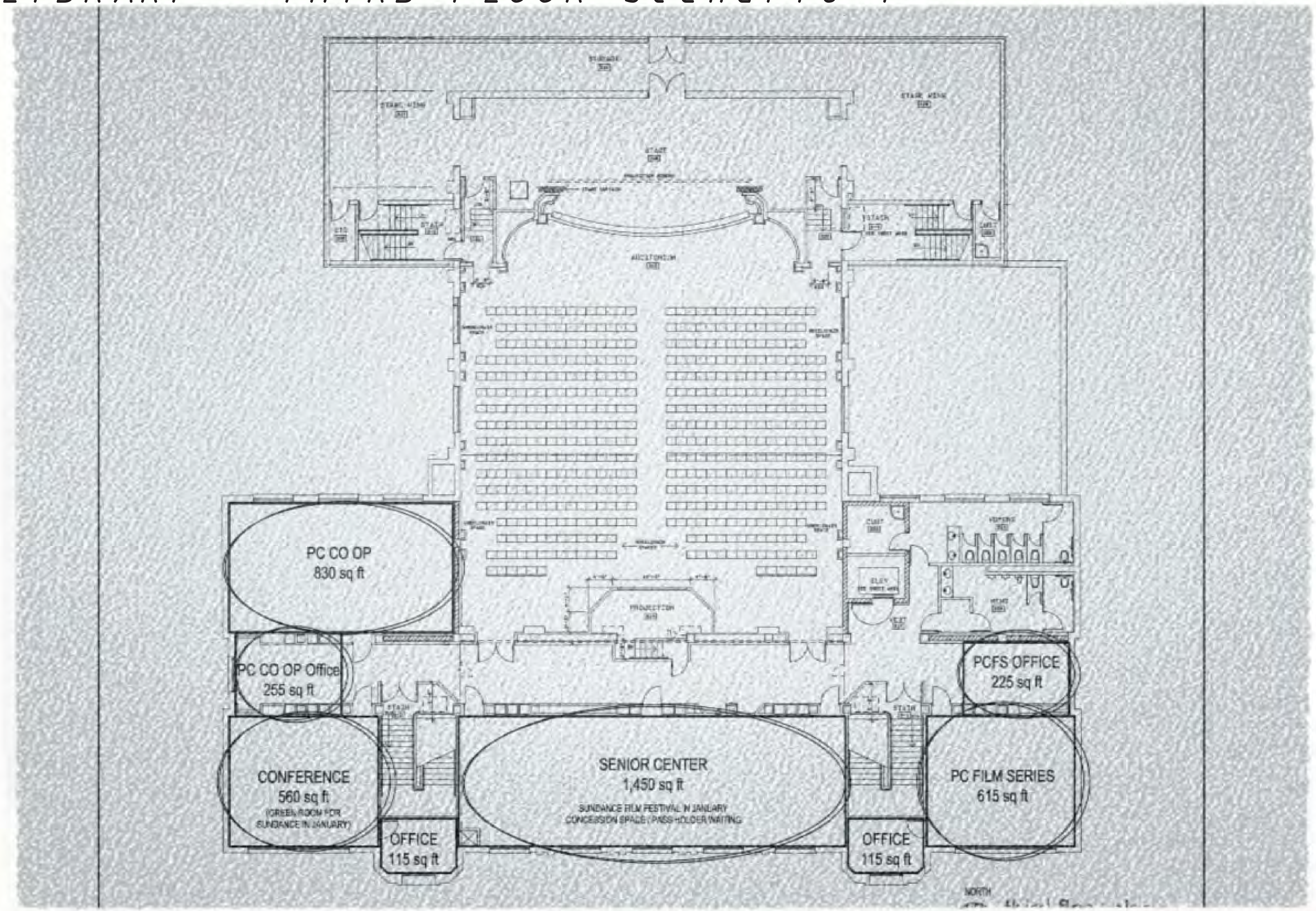



CRSA

# LIBRARY > SECOND FLOOR



# LIBRARY > THIRD FLOOR scenario 1



# LIBRARY > THIRD FLOOR scenario 2

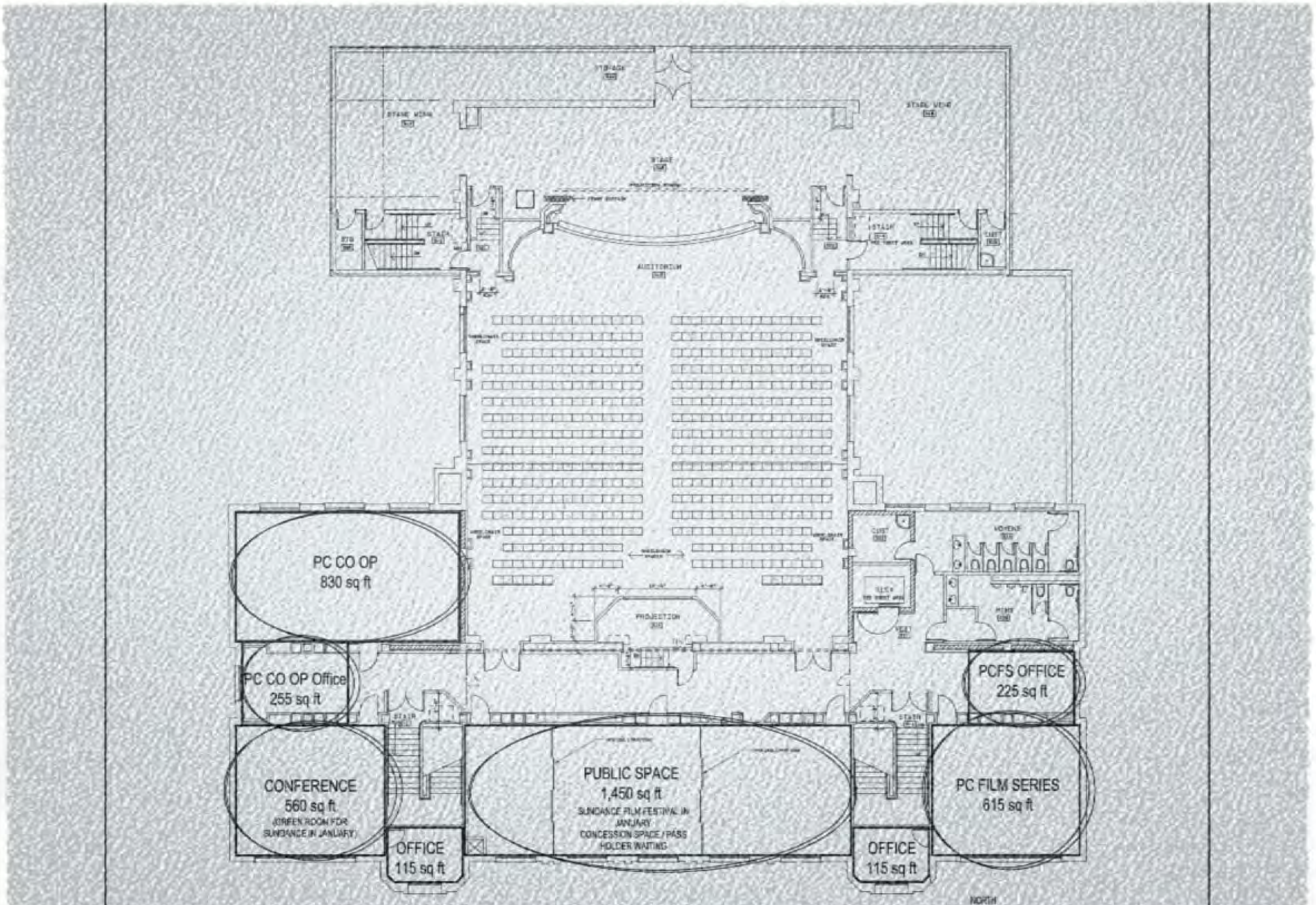


EXHIBIT D.III.

**PARK CITY BUILDING AND SPACE UTILIZATION MASTER PLAN EXECUTIVE SUMMARY – SUBMITTED BY CRSA ARCHITECTS**

It is the intent of this summary to outline possible changes to the uses of the Carl Winter School, the Miner's Hospital, the Recreation Building, the Senior Center and the Fire Station. The need to expand the Park City Library and the relocation of the Montessori School from the third floor of Carl Winters along with the desire to develop the land around the existing fire station led to an overall evaluation of the buildings in question. Not all of the buildings will be discussed in detail. It is assumed that the fire station will be torn down so the property might be developed. It is also assumed that the services provided in the Park City Senior Center will be relocated.

There are issues and opportunities associated with all of the buildings. Some are under utilized and some are in the way of potential development. The issues and possible solutions are the content of this study.

## Carl Winters School

### Current Use:

Carl Winters School was renovated in 1993. The building was designed for multiple uses. The primary use was and continues to be library. The Park City Library occupies the first and second floor of the old gymnasium. In 2006 the Library was remodeled to include the main hallway and the space across the main hallway to the east on the first floor. The added space became the Children's Area and the existing Children's area was repurposed.

The Co-op currently occupy the south end on the second floor off the main hallway. The rooms along the east side of the second floor are currently vacant and are schedule for public use.

The Montessori School occupies most of the third floor. The PC Film Series is located in Room 301. This entire level with the exception of Room 301 will be available when the Montessori School relocates.

### Proposed Use:

There are two scenarios for consideration on this building.

**Scenario One**: Park City Library, Park City Co-op, PC Film Series, Senior Center, and Sundance.

Park City Library

The Park City Library will remain in its current location but would expand into space vacated by other organizations. The number of Library patrons visiting the library continues to grow. General Services, Spanish Collection, Children's Collection/Services, Adult Fiction and the AV Collection are expanding. Other collections such as Non-fiction and Reference are not growing as rapidly or shrinking. Access to electronic data affected reference material the hardest. Over time other collections may also be affected by electronic access to printed material. The digital media is causing a great deal of uncertainty. No clear direction has emerged. However, no one is predicting the complete demise of libraries or printed material in the near future. Instead the consensus seems to be that libraries will continue to evolve and adapt to the changes in patron usage. Therefore Park City Library needs to expand if it is to remain the highest rated community service for Park City citizens and continue to provide the same excellent levels of service.

With growing demand on the general collection, the increase in services provided along with increased visitation the Park City Library needs additional space. There is no room on the first floor to expand. The Children's Area is too small for the collection and the demand for seating being experienced. There is no room to spread out and be on the floor or in child size seating. Storytime is held in a small room at the southwest corner of the first floor that is part of a divided classroom.

The only potential for expansion is on the second floor. Expansion to the east is possible by removing the walls of the main hallway as was done on the first floor. This would make the entire second floor available. The library can also use additional rooms on the north end and south end of the second floor. Additional space for expansion might also exist to the north on the roof of the old boiler plant. A structural investigation would be required to confirm the possibility. The space could easily be enclosed since three walls and the floor structure already exist. Another possibility exists on the south side. Should the Co-op leave the Co-op playground would be available as an out door reading area. This would be a type of space that currently does not exist for patrons. In conjunction with the library personnel, a concept diagram has been completed showing the possibilities for expansion.

Senior Center

Using the third floor for the Park City Senior Center has been suggested. The space is large and essentially equal to the space currently occupied by the Senior Center without all of the amenities.

Several questions must be answered for the space to be successfully used. Can space be dedicated to the seniors? Can we create the same down home charm, comfort and ownership in Carl Winters? Will the current seniors be willing to use the third floor of the Carl Winters School whereas they are currently on the ground floor? Will accessibility both actual and perceived be an issue?

If those questions can be answered the Carl Winters School would accommodate the senior center with little difficulty. The entire third floor minus the space occupied by the relocated Co-op and the PC Film Series would be available. The exact configuration of the third floor would depend on needs of the seniors and their program.

Parking is already available although there are times when the parking lot is full.

<u>Park City Co-op</u>

The Park City Co-op would relocate from the second Level to the third level directly above their current location. The Co-op would have access to the playground via the stair from the southwest classroom.

<u>PC Film Series</u>

The PC Film Series would remain in their current location. At times they would share the facility with the senior center. For the most part their evening events should be compatible with senior activities.

<u>Sundance:</u>

Sundance Film Festival currently uses the third floor during January for the Sundance Film Festival. How much space they need and how that would impact use by the Senior Center and the PC Film Series has not been determined.

Scheduling would be critical since multiple entities would be using a limited amount of space. The seniors would be required to share their space for the PC Film Series and Sundance when those entities held their events. Obviously some inconvenience would be experienced for all entities.

**Scenario Two**: Park City Library, Park City Co-op, Public space, PC Film Series, Sundance.

This scenario does not have the same scheduling conflicts of the first scenario. The Library would take the entire second floor as noted in Scenario One. The third floor however would be devoted to general public use, PC Film Series and Sundance. The space could be designed with movable partitions to accommodate various size groups. A kitchen would be provided to support the variety of events anticipated. During most of the year the public could reserve all or part of the third floor for events large or small. In January Sundance Film Festival would occupy the third floor. On some weekends the PC Film Festival would use the space for pre and post activities associated with major events. The Co-op would occupy the third floor southwest classroom and part of the hallway in the same way that they currently occupy the second floor. The suggested uses do not compete with each other. However, some inconvenience will be experienced.

Exhibit E -

# PUBLIC LIBRARY PEER GROUP COMPARISONS
## FY 2011

| Library | Service Locations | Service Hours Per Week | Population of Legal Service Area | Total Expenditures | Total Operating Expenditures per Capita | Total Paid Staff | Collection Expenditures | Total Coll. Exp per Capita | Total Public Access Computers |
|---|---|---|---|---|---|---|---|---|---|
| Aspen | 1 | 64.7 | 13,015 | $2,892,017 | $222.21 | 21.4 | $217,741 | $16.73 | 27 |
| Park City | 1 | 64 | 7,558 | $769,941 | $101.87 | 11.23 | $91,829 | $12.15 | 14 |
| Steamboat | 1 | 66.7 | 17,453 | $1,930,417 | $110.61 | 22 | $345,400 | $19.79 | 33 |
| Telluride | 1 | 61 | 5,867 | $2,365,846 | $403.25 | 33 | $257,750 | $43.93 | 57 |
| Vail | 1 | 58.7 | 5,305 | $791,041 | $149.11 | 9 | $131,677 | $24.82 | 19 |
| Average | 1 | 63.02 | 9,840 | $1,749,852 | $197.41 | 19.33 | $208,879 | $23.48 | 30 |

| | Annual Visits | Visits Per Capita | Total Circulation | Total Circulation per Capita | Attendance at Childrens Programs | Volumes | Volumes per capita | Total# of Library Holdings | Total # of Holdings per Capita |
|---|---|---|---|---|---|---|---|---|---|
| Aspen | 233,430 | 17.94 | 201,560 | 15.49 | 6,455 | 108,568 | 8.34 | 155,713 | 11.96 |
| Park City | 121,306 | 16.05 | 89,174 | 11.80 | 5,242 | 53,067 | 7.02 | 71,657 | 9.48 |
| Steamboat | 385,548 | 22.09 | 343,490 | 19.68 | 13,896 | 75,188 | 4.31 | 99,899 | 5.72 |
| Telluride | 280,090 | 47.74 | 301,611 | 51.41 | 14,413 | 53,849 | 9.18 | 83,490 | 14.23 |
| Vail | 123,454 | 23.27 | 87,164 | 16.43 | 7,228 | 38,423 | 7.24 | 59,920 | 11.30 |
| Average | 228,766 | 25.42 | 204,600 | 22.96 | 9,447 | 65,819 | 7.22 | 94,136 | 10.54 |

*stats from Colorado State Library and Utah State Library

Aspen - Pitkin County Library
Park City - Park City Library
Steamboat - East Routt Library District (Bud Werner Memorial Library)
Telluride - San Miguel Public Library District #1 (Wilkinson Library)
Vail - Vail Public Library

# Exhibit F - Peer Group Construction Comps

**Peer City Library Expansion comps**

| | Current or Original sf | Total Proposed Renovation/ Expansion sf | Type: New Addition/ Renovation | Cost | Cost/sf | Completion Date or Targeted Completion | Goals |
|---|---|---|---|---|---|---|---|
| **Steamboat Springs** | 9,000 | 35,395 | 26,395 sf addition & 9,000 renovation; 35,395 total | $12,880,000 note - the $12.8m represents direct construction costs only. Indirect costs ( public art, land, FFE, technology, etc) = $3m. | $446 | Mar-09 | • Expanded interactive children's library with dedicated story room and outdoor space for summer reading program events<br>• Comfortable, inviting reading and study spaces for adults<br>• Space to house collections - we were out of shelf space<br>• Variety of spaces for meetings small and large and library programs<br>• Efficient staff work areas<br>• The building truly had to last 25- 50 years in terms of size and integrity, ie "built to last", LEED certified, sustainable and efficient. |
| **Jackson - Teton County Library** | 24,000 | 35,000 | 11,000 sf addition & 24,000 sf renovation | $ 10,000,000 | $286 | Feb-13 | • More books, DVDs and other library materials;<br>• More quite space to read, research and study (separated from noiser library areas);<br>• Additional computers & upgraded technology infrastructure, with collaborative stations for families, groups and classes;<br>• Dedicated teen space for books, computers and homework;<br>• Adaptable and adequate space for educational programs for all ages;<br>• Expanded meeting spaces for individuals, non-profits, students and community groups;<br>• Building & technological upgrades will allow staff to operate & supervise the new facility more efficientyly;<br>• Building upgrades will improve our energy efficiency and contribute to county green efforts and electrical upgrades will alleviate overloaded computer systems<br>• More books, DVDs and other library materials; |
| **Aspen - Pitkin County Library** | 31,703 | 7,198 | 7,198 addition & 31,703 renovation; 38,901 total | $ 10,000,000 | $257 | target start Spring 2013 | •Expansion of the children's library to accommodate new programs, including an interactive learning center and storytelling area<br>•Expansion of the teen's library, including small study areas and tutoring space<br>•Multiple, flexible large and small meeting room space, including a self-contained community meeting room for use by non-profits, government agencies, and small businesses during and beyond library hours<br>•Relocation of the most popular library collections to the main level<br>•Reconfiguration of pathways and book stacks to address safety and security concerns and to meet ADA compliance<br>•Renovation of the existing space in keeping with the library's original character |
| **Vail Library** | 10,500 | 14,000 | 14,000 sf renovation | 2.1 million + $50,000 from Friends Group | $154 | Oct-12 | • Aging/dated facility (30 years old)<br>• Need for new shelving<br>• New, improved, energy efficient lighting ; need for additional/updated technology<br>• Community room upgrades to allow increased/enhanced programming |
| **Park City Library** | 12,395 | 23,320 (library only | 29,755 total 6,435 3rd fl renov. | $3,000,000 (if we include everyting) | $101 | Sep-12 | • Expanded childrens' area with space for early literacy interactive area and a family space<br>• Technology hub consisting of a computer and wi-fi area with comfortable seating, vending machines, and an eating area.<br>• Improved Park City History Room with oral histories and interactive history features<br>• More efficient use of study room space (same number, smaller size)<br>• Sufficient space for expanded choices in library collection<br>• More comfortable quiet places to read and study potentially with window seating and a fireplace.<br>• Large flexible community use space with movable walls for meetings and events and potentially a commercial kitchen. |

Exhibit G

| PROJECT NUMBER | PROJECT NAME | TOTAL (XX / 45) | ESTIMATED COST (total project) | TIMEFRAME |
|---|---|---|---|---|
| | | | | |
| **PARKING LOT REDEVELOPMENT** | | | | |
| 1 | Redevelopment of parking lots surrounding PCMR into mix of residential / commercial uses - with underground parking | 41 | unclear | short - long |
| 2 | New Conference Center & Parking Structure around the base of PCMR | 37 | $40M** | short |
| 3 | Physical connection from PCMR to Main Street via Treasure Hill (people mover, gondola, funicular, etc.) | 30 | $1-3M | short-mid |
| **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) | 40 | $5M | short |
| 5 | Intersection improvements (to intersections of SR 224 & SR 248, Bonanza Drive & Deer Valley Drive, and Park Ave & Deer Valley Drive) | 40 | $7M | short - mid |
| 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) | 36 | $300k | short |
| 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 | 35 | $500k | short |
| 8 | Transit - Identification of corridors and acquisition of easements and ROW for future mass transit lines (Trolley, Bus Rapid Transit, or Light Rail) | 28 | unclear | long |
| 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 | 27 | $3M | mid |
| **COMMUNITY & NEIGHBORHOOD REDEVELOPMENT AND IMPROVEMENT** | | | | |
| 10 | Neighborhood/ Mixed-use redevelopment between City Park and PCMR including housing opportunities (affordable, senior housing, seasonal) | 37 | $10 - $15 | short - mid |
| 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 | 32 | $4M | short |
| 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. | 31 | unclear | long |
| 13 | Installation of public art throughout the Lower Park Avenue district | 26 | $250k | mid |
| 14 | Renewable Energy Generation Opportunities: Including constructing PV, small-scale wind, geothermal and biomass projects around projects and improvements within the RDA | 24 | unclear | long |
| 15 | Streetscape improvements on Park Avenue (bulb outs, crosswalks, traffic calming devices, and enhancements to physical connections to Main Street and Bonanza Park). | 22 | $3M | mid |

*Time frame: Short term = 1-5 years; Mid term = 5-10 years; Longer term = 10-15 years
** RDA contribuition not to exceed $10m

**PARK CITY COUNCIL WORK SESSION MINUTES**
**SUMMIT COUNTY, UTAH**
**OCTOBER 25, 2012**

**Present:** **Mayor Dana Williams; Council members Andy Beerman; Alex Butwinski; Dick Peek; and Liza Simpson**

**Diane Foster, Interim City Manager; Mark Harrington, City Attorney; Anya Grahn, Planner; Thomas Eddington, Planning Manager; Jonathan Weidenhamer, Economic Development Manager; Deb Wilde, Code Enforcement Officer; Ken Fisher, Recreation Manager; Michelle Stucker, Business and Marketing Coordinator; Tate Shaw, Recreation Supervisor; Karen Yocum, Recreation Supervisor; Jessica Moran, Recreation Supervisor; Michael O'Keefe, Director of Tennis; and Heather Todd, Recreation Coordinator**

**Absent:** **Council member Cindy Matsumoto**

1. **Council questions/comments.** Liza Simpson discussed the new update portion of the interagency meeting on projects which is beneficial. Alex Butwinski referred to the productive joint meeting held with the Planning Commission last night on Bonanza Park. Andy Beerman commented on the early snow storm. He attended the Bonanza Park stakeholders meeting and the Empire Avenue neighborhood meeting and commended Matt Cassel on addressing questions and concerns of residents.

Mr. Beerman attended a Summit Lands Conservancy meeting; members requested that Risner Ridge open space be considered by Council in the near future. He believed it is scheduled in November. SLC would like input on the management of the open space next to the Richards Annexation area and there were questions about the Resort Cities Sales Tax initiative. This was also a topic of interest at the Mountain Trails Foundation meeting. Andy Beerman stated that Mountain Transportation is meeting on November 2 and staff will be representing Park City. With regard to hosting the Winter Games again, the recommendation is now to bid on the 2026 Olympics.

Mayor Williams complimented Alison Butz, HPCA, on her radio interview on the proposed Resort Cities Sales Tax increase. He thanked Thomas Eddington and the planning staff on the joint meeting last night and felt that informal meetings are very productive. The Mayor discussed the introduction of the form-based code by the consultants and was excited by the project. He participated in the Peace House Domestic Violence March and thanked the Park City Police Department and the Summit County Sheriff's Office for their support. He met with the Dean of Economics from Shanghai University and a delegation. Master students from China will be coming to Park City beginning in August. Steve Mullins from PCMR was there and was very knowledgeable about accommodating international visitors. The students will spend about seven months in Park City and the next step is bringing this idea to the community.

Alex Butwinski reported that he was appointed to the Quality Growth Commission by Governor Herbert.

**2. Seasonal lighting regulations.** Thomas Eddington introduced Preservation Planner Anya Grahn. He referred to the study session held a month ago where dark skies and lighting were discussed. One of the goals is to make the Municipal Code section consistent with the Land Management Code section on seasonal lighting. One allows seasonal lights until March 31 and the other April 15; staff is recommending April 15 as the cut-off. Staff is also proposing an extension from midnight to 2 a.m. because many businesses are open through that hour. Dick Peek asked if there is a time to turn them on. Mr. Eddington explained that most come on at dusk but a time could be designated like 4 p.m. Jonathan Weidenhamer felt a start time is not a good idea and urged that Council provide flexibility for merchants.

Mike Sweeney, business owner, explained that his lights are all on photocells and have been for the last five years.

Mayor Williams expressed concerns about spending too much time on this matter, pointing out that seasonal lighting does not affect dark skies or light pollution. Thomas Eddington agreed and noted that the street lights on Main Street are high pressure sodium. Most of the seasonal lighting is off during the day and he suggested an off period of 2 a.m. to 6 p.m. Mayor Williams asked why the City should care and Liza Simpson relayed that she has received fairly negative input from people who live cross canyon to Main Street about lights being on all night on the upper end of Main Street. The Mayor pointed out that lights can be left on all night long on the residential street behind Main Street and it seems like a double standard. He acknowledged that Grappa has its lights on all of the time and is not in compliance with the ordinance.

Deb Wilde, Code Enforcement Officer, explained that seasonal lighting outlines buildings, but pointed out that Wahso has illuminated red and orange balls on its balcony which are not part of seasonal lighting and goes through a different process. Lighting over outdoor dining is a separate issue. Lighting on trees falls into seasonal lighting unless they are part of an outdoor dining plan, like Talisker.

Andy Beerman disclosed that this discussion impacts his Main Street business. He clarified that there is holiday lighting for Grappa and year-round lighting on the trees. Mayor Williams asked if that is a bad thing. Alex Butwinski expressed his support of outdoor lighting. Liza Simpson felt it important to find a balance between vibrancy and not turning into Disney Land. She preferred that the lights be turned off at 2 a.m. and not come on until 10 a.m. because it is a waste of electricity. Dick Peek felt that the few businesses that are open before 10 a.m. should be able to have their lights on earlier but felt they should be off between 2 a.m. and 6 a.m. Lights should be off until businesses open.

Alison Butz stated that the HPCA is definitely in favor of the November 1 to April 15 time period which makes more sense than the end of March. She felt that 2 a.m. is more reasonable than midnight but agreed there should be consistency in the residential district. The lights add character to the street and she suggested that the lighting processes be simplified. The majority of the lights are not tacky or a problem but she worries about having more regulations. The ordinance does not allow lights to be in trees year-round yet many outdoor dining establishments have them.

Dick Peek believed building code lighting requirements should be clearly delineated from seasonal lighting and Mr. Eddington stated that they are differentiated. Andy Beerman supported the 2 a.m. time and looser laws in general makes sense when supporting vitality on the street. In theory, it makes sense to turn off lights but enforceability will be difficult. Ms. Simpson felt that it is easy to put lights on timers and midnight is already on the books. Thomas Eddington suggested 2 a.m. to 6 a.m. but a business has to be open.

Mike Sweeney felt there are tremendous opportunities to make Main Street unique because of new technology. He explained his lighting plan for the bridge which is managed with a photocell since buying timers isn’t as practical. There were no complaints about the bridge and he urged the Council to allow businesses to be more creative. He pointed out the other commercial districts in town; the City’s lighting plan should be comprehensive.

Stephanie Johnston, Summit Watch, pointed out that she is open 24 hours a day and guests arrive at any time. Adding vibrancy to Main Street is huge.

Deb Wilde stressed the importance of safety and lights should be UL listed. Many lights are lit for months, wear out and become unsafe.

Mayor Williams expressed that these lights do not create a foot candle issue and Mr. Eddington noted that this matter is tied to a specific code enforcement issue to rectify both the Municipal and Land Management Codes and to obtain Council’s direction on permanent displays of lights on Main Street. This is more of an enforcement problem than dark sky matter.

Discussion ensued on the meaning of foot candles and lumens. The Mayor stated that he doesn’t support turning lights off between 2 a.m. and 6 a.m. because some businesses are open 24 hours a day and he feels that the lights enhance the street. The Mayor suggested tabling this matter and inviting business owners to a meeting. Mr. Butwinski believed that the rush to do this is prompted by current non-compliance. Mr. Beerman pointed out that this is a proposal for a trial period but the Mayor felt this will upset many businesses. Andy Beerman clarified that this is what businesses are asking for and Thomas Eddington explained that currently seasonal lights in trees are not allowed. Main Street (HRC and HCB Zones) would be exempt from the restriction on dates for seasonal lighting which would be allowed year-round subject to criteria and could be processed through a Historic District Design Review. Trees could be added to the HRC and HCB Zones but this is not recommended City-wide. The amendment would extend the time from midnight to 2 a.m. and allowing the HRC and HCB Zones go year-round subject to certain criteria. Mr. Eddington acknowledged that there might be problems with other commercial districts which are non-compliant.

Andy Beerman suggested that LEDs be mandatory for year-round lighting plans because of energy savings and heat issues. He felt that annual permitting makes sense but was unclear about annual inspections by owners. Thomas Eddington explained that the inspections will ensure that owners examine their lights for damage. Mr. Beerman suggested that the permit fee include enough money so they can be City inspected every year. It may be a hassle chasing people down and inspections will be inconsistent. Other commercial districts should be addressed and he pointed out that Deer Valley has many lighting plans. Liza Simpson asked why lighting has not been addressed City-wide. Thomas Eddington felt that the ordinance is strict right now and staff felt that creating vitality in the downtown area made sense and the HDDR is already in place. He recognized that other areas may be non-compliant but the HDDR could not be utilized in those zones and a set of standards would need to be crafted.

Ms. Simpson acknowledged that she is more sensitive to an architectural review for the Main Street area than other commercial areas. She agrees with Mr. Beerman about the use of LEDs and with the Mayor about the inconsistency of enforcing different regulations in the residential area adjacent to Main Street which she feels is more of a zoning issue.

Thomas Eddington understood consensus to be matching the Municipal Code with the LMC and staff can research what time frame other cities are allowing. Liza Simpson believed that if the Council allows the lights to be turned on all night, there will be much less of an enforcement burden.

Mike Sweeney interjected that the City requires him to keep the lights on his deck on all night. Lights on parking lots are also required to be on all night long.

The Mayor polled members in attendance. Andy Beerman and Alex Butwinski favored all night while Liza Simpson and Dick Peek preferred the 2 a.m. time. The Mayor broke the tie by supporting lights on all night. Mr. Eddington acknowledged Council support of the HDDR requirement. He added that staff will explore potential criteria for City-wide lighting plans.

**3. Recreation Annual Report.** Ken Fisher presented the ICMA Voice of the People Award for Excellence the City received. Awards were based on a survey from the National Research Center in 2011 for the highest ratings in city parks, programs and classes. Awardees had to rank in the top three of all of the communities surveyed in 2011 and within the top 10% of ICMA's database with 500 communities. Mr. Fisher relayed that staff is looking for feedback on the content of the Annual Report as well as providing answers to any questions members might have. The PC MARC was opened on December 30, 2011 and one of the goals of the facility was to provide a community gathering spot and to create a place where all ages, ethnicity, and/or physical abilities can go. He emphasized that the diversity of the user is so much greater than experienced at the Racquet Club. There are many more Latinos working out at the facility than at the Racquet Club. He stated that the success of the facility has been amazing and something the City Council should be proud of, acknowledging the controversy of building the facility given the economy and the scope of the project at the time.

Michelle Stucker addressed the new branding associated with the facility and the outstanding work of artist Linden Leader on logo designs. Changing the name was a positive move and everything was rebranded like Play Magazine which is distributed to residents and Snyderville Basin. On-line registrations have dropped off slightly but many people are registering in person while at the facility. Staff is exploring ways to make on-line registration friendlier. Liza Simpson asked why the Department is using Constant Contact instead of eNotify. Ms. Stucker explained that eNotify is used when there are updates to the website but Constant Contact is a tool for newsletters and there is a link to eNotify. In response to a question from Andy Beerman, Ms. Stucker responded that in person and phone registrations are not tracked. Jessica Moran interjected that staff is researching new software products as the current software is about 12 years old and doesn’t meet current needs. Phone-in registration is probably the bigger number because it is more convenient. Mr. Beerman asked about providing a computer at the facility for registrations. Ms. Moran relayed that it has been done in the past but it complicates the operation at the front desk and Ms. Stucker pointed out that the recreation staff often helps patrons chose the right program for them. The recreation site receives 40% of the City website visits. She spoke about joint marketing with the ice arena, library and golf course whenever possible and free advertising on KPCW is a great benefit. Staff is working with the Park Record on digital marketing which is cost effective and will target visitors.

Michael O’Keefe reported that the growth of tennis programs at the MARC is record-setting. Over the last year, the youth program was redefined with USTA for 10 year olds and under and the court lines were adjusted for younger players which has excelled their learning curve and made efficient use of the courts. The boy’s high school team won the state title and the girl’s high school team came in second; these kids are great athletes and sportsmen. The men’s national tournament is held in Park City and tournaments have jumped from Level 5 up to Level 2 because entrance numbers have been so high. Laurie Lambert just administered a tournament with over 200 attendees and 250 matches over a six day period. He noted that many junior aged players have been attracted to the sport which is a testament to the quality of the teaching. The top recreation players in the nation will be participating in a tournament next week and he discussed the wheel chair tennis program. The Pro Shop has been very successful and is subsidizing itself. He spoke about receiving a grant in the amount of $450,000 to rebuild the outside tennis courts next spring.

Heather Todd pointed out that the Recreation Department went from one and a half spaces to having three beautiful fitness rooms, a spin studio, aerobics room and a soft arts room. This has allowed going from 52 classes a week to 74 classes and participation has grown substantially. The spin classes are very popular and 20 new bikes have been purchased and installed increasing capacity to 25 participants. Other classes have been added to broaden the demographics, to keep up with industry trends and to meet the requests of the recreation survey last spring. In addition to fitness, a wellness component has been introduced to patrons at the facility.

Tate Shaw reported that statistics show that 37% of American adults are obese; 68% are actually over weight and by 2030 at this current rate, 50% of the American population will be obese. The Recreation Department's focus is innovative and ahead of the curve because of its health and wellness approach. He noted that a wide variety of wellness classes and *lunch and learns* are held as well as staff challenges. The facility has equipment for BMI testing and heart rate monitoring and when the PC MARC opened, about $98,000 worth of new equipment was acquired and the equipment replacement plan was discussed. There is a wide variety of other offerings like fun runs.

Jessica Moran stated that the summer day camp program is one of the longest running and most successful programs. In 2011 Park City became a Utah state licensed out of school program which was important to many parents. Fifty six spots are available and with the exception of four days, the day camp was sold out. The soccer program for youth is the only traditional youth sport Park City offers because Basin Recreation handles so many of the other team sports. She spoke about refining the soccer programs and offering classes for three to five year olds which was missing for this age group. She elaborated on other youth soccer programs and building relationships with REAL Salt Lake, the Park City Soccer Club, and Black Diamond. This has resulted in high level professional coaching and in exchange these organizations get more skilled players coming into their competitive programs.

Karen Yocum explained that another popular summer activity is Adventure Camp. It started out as two single weeks in the year and the program has grown to five weeks. Local partnerships include White Pine Touring, the National Ability Center, Park City Sailing, US Luge, Utah Olympic Park, Park City Yoga Adventures, and the Utah Mountain Association in Salt Lake. These organizations and the Adventure Camp staff make this program successful.

Tate Shaw stated that there is information on outreach but due to time restraints, this will be highlighted at another time. The Mayor commented on branding and marketing the facility which is wonderful. He felt that perhaps more could be offered to people with disabilities but he is very pleased with the success of the PC MARC. Liza Simpson was pleased with the Annual Report; the numbers are mind-blowing in terms of the increase in scholarships and cost recovery levels. She is very proud of the expansion of programs and commented on the value of the CPR class. Alex Butwinski thanked the recreation staff and felt the new facility has worked really well. Andy Beerman discussed the importance of the continuation of recreation grants for disadvantaged youth. He noticed the corporate wellness program and encouraged staff to get the word out, perhaps through business licensing. Michelle Stucker spoke about a new Silver Sneakers program through Health Wise for seniors.

Dick Peek commented on the project going through the public process including building the facility, responding to public input, and hearing about the programming and how popular group fitness is brings it to full cycle. He congratulated staff on the great numbers in the report.

Prepared by Janet M. Scott, City Recorder

**PARK CITY COUNCIL MEETING**
**SUMMIT COUNTY, UTAH**
**OCTOBER 25, 2012**

## 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, October 25, 2012. Members in attendance were Dana Williams, Andy Beerman, Alex Butwinski, Dick Peek, and Liza Simpson. Cindy Matsumoto was absent and excused. Staff present were Diane Foster, Interim City Manager; Mark Harrington, City Attorney; and Kirsten Whetstone, Planner.

## II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

None.

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

Pancreatic Cancer Awareness Month – Bruce Greenwald explained that his wife, Rona, is the head of the Pancreatic Cancer Action Network for the state and thanked the Council for considering the proclamation on the Consent Agenda. Pancreatic Cancer is one of the most underfunded and misunderstood diseases and he discussed the Purple Light Vigil held in Salt Lake City where 200 people attended. The Network has been in existence since 1999 and is headquartered in Los Angeles. Pancreatic Cancer is the fourth leading cancer in the United States and by 2015, it is expected to become the second leading cancer. Seventy-five percent of patients die within the first year and the five year survivor rate is only 6%. The Network has set a goal to double the survivor rate by 2020 to 12% and some headway is being made but this disease is underfunded by the government and he encouraged that citizens contact their legislators. A new Act has just been passed in the US House of Representatives where three Utah legislators co-sponsored the bill funding research. He thanked the Council for bringing awareness to the community by passing this Resolution. Mayor Williams presented Mr. Greenwald with a signed Resolution.

## IV MINUTES OF MEETINGS OF OCTOBER 4 AND OCTOBER 11, 2012

Andy Beerman, "I move approval of the minutes of October 4th and October 11th". Liza Simpson seconded. Motion carried.

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| Andy Beerman | Aye |
| Alex Butwinski | Aye |
| Cindy Matsumoto | Absent |
| Dick Peek | 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")***

1. Consideration of a Resolution proclaiming November 1, 2012 as Extra Mile Day in Park City, Utah - and

2. Consideration of a Resolution proclaiming the month of November as Pancreatic Cancer Awareness Month in Park City, Utah - and

3. Consideration of authorization to enter into a contract to purchase a license and five year software maintenance agreement, in a form approved by the City Attorney's Office, with Azteca Cityworks AMS in the amount of $64,900 – Liza Simpson, "I move we approve the Consent Agenda". Alex Butwinski seconded. Motion carried.

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| Andy Beerman | Aye |
| Alex Butwinski | Aye |
| Cindy Matsumoto | Absent |
| Dick Peek | Aye |
| Liza Simpson | Aye |

**VI NEW BUSINESS**

1. Consideration of the Richards/PCMC Annexation Petition – The Mayor opened the public hearing; there was no input. The Mayor requested a motion to continue to a date uncertain. Dick Peek, "I so move". Andy Beerman seconded. Motion carried.

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| Andy Beerman | Aye |
| Alex Butwinski | Aye |
| Cindy Matsumoto | Absent |
| Dick Peek | Aye |
| Liza Simpson | Aye |

2. Consideration of an Ordinance approving the 264 Ontario Avenue Subdivision, combining Lots 13, 14, 15 and a portion of 16, Block 60 of the Park City Survey, into one lot of record for 264 Ontario, located in Park City, Summit County, Utah – Kirsten Whetstone relayed that Patricia Constable is the owner and David White, the architect. The structure is a historic landmark structure and was constructed over Lots 13, 14, and 15 and a portion of 16 so the applicant is requesting a plat amendment to combine those lots into one lot of record which is needed to accommodate an addition. The house encroaches on the platted Ontario Avenue right-of-way and an encroachment agreement will need to be executed with the City. About 96 square feet of lot area exists on McHenry on the east side of the property which will be dedicated to the City. She stated that staff conducted an analysis of the area, looking at other combined lots,

where there were no restrictions on footprint; staff is not recommending any other restrictions and the formula will be used. The house will not be moved. Ms. Whetstone noted that a Historic District Design Review and steep slope CUP are required. Staff is recommending approval.

The Mayor opened the public hearing; there were no comments from the audience and the public hearing was closed. Alex Butwinski, "I move that we approve the Ordinance for the 264 Ontario Avenue Subdivision combining Lots 13, 14, 15 and a portion of 16, Block 60 of the Park City Survey, into one lot of record for 264 Ontario, located in Park City, Summit County, Utah according to the Findings of Fact, Conclusions of Law and Conditions of Approval outlined in the staff report. Motion carried.

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| Andy Beerman | Aye |
| Alex Butwinski | Aye |
| Cindy Matsumoto | Absent |
| Dick Peek | Aye |
| Liza Simpson | Aye |

3. Consideration of an Ordinance approving the Lot 1 Amended Hidden Hollow Subdivision at Deer Crest located at 11398 North Snowtop Road, Park City, Utah – Planner Kirsten Whetstone handed out an exhibit of the location of the property. The Snowtop Subdivision is located in Park City, Wasatch County. When this property was inspected, it was found that the driveway would not meet City standards because of its steep grade and a portion of the Snowtop Subdivision was needed to comply. Rather than entering into an easement agreement, the owner is requesting to create Parcel A in Lot 1 for the sole purpose of a driveway, retaining wall, and landscaping. The Planning Commission forwards a positive recommendation to the City Council to create a 3,452 square foot driveway access parcel out of the Hidden Hollow Subdivision with notes on the plat.

The Mayor opened the public hearing; there were no comments and the hearing was closed. In response to a question from Liza Simpson, it was pointed out that the original grade of the driveway was 22%. In response to a question from Dick Peek, Spencer Smith explained that action will affect a very small portion of the buildable area for Lot 1 so that setbacks can be met. There are two building envelopes on Lot 1 and there are no encroachment problems.

Alex Butwinski, "I move we approve Lot 1 Amended Hidden Hollow Subdivision at Deer Crest located at 11398 North Snowtop Road, Park City, Utah based on the Findings of Fact, Conclusions of Law, and Conditions of Approval found in the Ordinance". Liza Simpson seconded. Motion carried.

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| Andy Beerman | Aye |
| Alex Butwinski | Aye |
| Cindy Matsumoto | Absent |

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| Dick Peek | Aye |
| Liza Simpson | Aye |

## 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 1 p.m. Members in attendance were Mayor Dana Williams, Andy Beerman, Alex Butwinski, Dick Peek, and Liza Simpson. Cindy Matsumoto was absent and excused. Staff present were Diane Foster, Interim City Manager; Brooke Moss, Human Resources Manager; Jonathan Weidenhamer, Economic Development Manager; Joan Card, Environmental Regulatory Manager; Heinrich Deters, Trails Coordinator; Nate Rockwood, Budget and Grants Manager; Thomas Eddington, Planning Manager; and Mark Harrington, City Attorney. Liza Simpson, "I move to close the meeting to discuss personnel, property and litigation". Dick Peek seconded. Motion carried. The meeting opened at approximately 4:30 p.m. Alex Butwinski, "I move to open the meeting". Dick Peek seconded. Motion carried.

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|---|---|
| Andy Beerman | Aye |
| Alex Butwinski | Aye |
| Cindy Matsumoto | Absent |
| Dick Peek | Aye |
| Liza Simpson | Aye |

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, City Recorder

PARK CITY 1884

# City Council Staff Report

**Subject:** **Professional Services Contract for 10th and 11th Streets Design and Construction Management**
**Author:** **Sayre Brennan**
**Department:** **Engineering**
**Date:** **November 8th, 2012**
**Type of Item:** **Administrative**

**Summary Recommendations:**
The Council should authorize the Interim City Manager to sign the Service Provider/Professional Services Agreement with Alliance Engineering for construction engineering management and post construction services related to the 2013 reconstruction of 10th and 11th Streets in the amount of $56,885.00.

**Topic/Description:**
10th Street is a residential street that extends from Park Avenue up to Empire Avenue. 11th Street is also a residential street that extends only from Park Avenue to Woodside Avenue.

The 10th and 11th Street Reconstruction Project is part of the Old Town Infrastructure Study (OTIS) and will include design and construction services for improvements within the general area of 10th and 11th Streets. Proposed improvements generally consist of new paved roads, modifications to the storm drain system as required, including the evaluation for the potential of curb and gutter along this road, evaluation for the potential for sidewalk, evaluation of 10th Street stairs and coordination with dry utility companies for upgrade or replacement of their facilities. Traffic signs and regulatory signage will also be required.

This contract will be funded out of the OTIS Phase II(a) capital improvement project. Pending the results of the Resort Communities Sales Tax vote, construction costs of this and all remaining OTIS projects will be funded with a combination of cash and bonds from the proceeds of the additional resort communities sales tax revenue as allocated in the City Council adopted 5-year Capital Improvement Plan.

**Background:**
City Council adopted the Old Town Improvement Study (OTIS) in 2002. This was actually the second study, as the City has been steadily improving infrastructure in Old Town since an earlier study in 1992 had made similar recommendations. Street projects which have been accomplished since 1992 include most of Swede Alley, King Road, Ontario Avenue, Marsac Avenue, Woodside Avenue south of 12th Street, Upper Park Avenue, Prospect Street, Upper Norfolk and lower Woodside/Norfolk, Hillside Avenue and Sandridge Drive. In May 2011, the OTIS study was updated with current estimates

of construction costs and with a reprioritization of projects.

To keep residents along 10th and 11th Streets informed and provide them with a venue to voice their issues and concerns, three public involvement meetings are scheduled to be held during the course of the project. The first public meeting will be held during the preliminary design phase of the project and will capture their initial concerns that staff will need to address. The second public meeting will be held as the design nears completion and will be used to show the residents the nearly complete design and again provide for their input. The third public meeting will be held just before construction starts which will let the residents know construction will be starting and give them a chance to meet the contractor.

Critical elements of this project include providing resident access during roadway construction, determining if the existing stairs along 10th Street are acceptable or need to be upgraded, determination whether sidewalks will be installed and achieving no net parking loss.

**Analysis:**
Once the contract is awarded, preliminary design will commence immediately. Both Preliminary design and design will last approximately five months. Design of the project must be completed by April 15th, 2013 and construction completed by October 15th, 2013.

A review committee consisting of Matt Twombly (Sustainability), Troy Dayley (Public Works), Sayre Brennan (Engineering), Heinrich Deters (Sustainability) and Matt Cassel (Engineering) evaluated five submitted SOQ/Proposals from engineering firms as listed below:

**FIRM**
Alliance Engineering
NV5 Engineering
PEC Engineering
Horrocks Engineers
Alta Engineers

In addition to price (which, by City policy, does not need to be the determining factor), the review committee evaluated each firm according to a list of criteria including experience on similar projects, strength of individuals committed to the project, relevance of the work plan, communication and public involvement skills, local contractor preference, and strength of submitted SOQ addressing Park City concerns. Alliance Engineering was the top ranking firm and determined to be the best choice for providing professional design services to the City on this project. The final scope of services and fee were negotiated to $56,885 with Alliance Engineering.

**Department Review:**

This report has been reviewed by Sustainability, Public Works, Budget, City Manager, and Legal. All issues have been resolved.

**Alternatives:**

**A. Approve the Request:**
This is the staff's recommendation.

**B. Deny the Request:**
This would make it difficult to oversee and monitor the re-construction of 10th and 11th Streets this 2013 construction season.

**C. Continue the Item:**
If the Council needs more information the item can be continued.

**D. Do Nothing:**
This option would make it difficult to oversee and monitor the construction of the project.

**Significant Impacts:**

| | **World Class Multi-Seasonal Resort Destination (Economic Impact)** | **Preserving & Enhancing the Natural Environment (Environmental Impact)** | **An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)** | **Responsive, Cutting-Edge & Effective Government** |
|---|---|---|---|---|
| Which Desired Outcomes might the Recommended Action Impact? | + Accessible and world-class recreational facilities, parks and programs | + Managed natural resources balancing ecosystem needs | (+/-) Physically and socially connected neighborhoods | + Well-maintained assets and infrastructure |
| Assessment of Overall Impact on Council Priority *(Quality of Life Impact)* | Positive | Positive | Positive | Very Positive |
| **Comments:** | | | | |

The reconstruction of 10th and 11th Streets will heavily impact the adjacent residents. To mitigate this issue Public Involvement, Inspections and Field Engineering service have been included in to the scope of work to keep atop and address the concerns and issues of the residents during the construction phase.

The Public Involvement to keep residents along 10th and 11th Streets informed and provide them with a venue to voice their issues and concerns will include three public involvement meetings and e-mail blasts to keep the residents informed. The Public

Involvement meetings will include one meeting at the start of design, one meeting near the end of design and a final meeting at the start of construction.

**Funding Source:**
This contract will be funded out of the OTIS Phase II(a) capital improvement project. Pending the results of the Resort Communities Sales Tax vote, construction costs of this and all remaining OTIS projects will be funded with a combination of cash and bonds from the proceeds of the additional resort communities sales tax revenue as allocated in the City Council adopted 5-year Capital Improvement Plan.

**Consequences of not taking the recommended action:**
10$^{th}$ and 11$^{th}$ Streets are local streets which are ready to be reconstructed as part of the OTIS program. Not taking the recommended action will not allow staff to start and complete the reconstruction of 10$^{th}$ and 11$^{th}$ Street this coming summer.

**Recommendation:**
The Council should authorize the Interim City Manager to sign the Service Provider/Professional Services Agreement with Alliance Engineering for design, construction engineering management and post construction services related to the 2013 reconstruction of 10$^{th}$ and 11$^{th}$ Streets in the amount of $56,885.00.

Po Box 2664, 323 Main St.
Park City, Utah 84060
435-649-9467

# 10th and 11th STREET ROAD RECONSTRUCTION
## ENGINEERING DESIGN & CONSTRUCTION MANAGEMENT
## SCOPE OF SERVICES

Task 1 scope of services include:

- Preparation of an existing condition and topographic survey including property ownership and public right of ways, and identification of historical features and possible site constraints for a new design.
- Concepts of new improvements for discussions with PCMC.
- Kick off meeting with Park City staff to discuss the scope of work, site conditions, and conceptual design.
- Preliminary Design. We will prepare multiple preliminary design concepts of new storm drain piping, potential curb and gutter, and residential driveway and walkway connections to assess how the road design will affect each property.
- Public meeting to determine the community's desire for sidewalk and stair access along the project. 10th Street is the most southern, and closest to Main Street, right of way that provides pedestrian access with stairs. We will determine the need to maintain, replace or possibly remove the stairs depending on public input. We anticipate pedestrian access with stairs as part of this project.
- Contact the dry utility companies and coordinate their involvement.

Task 2 scope of services include:

- We will take into consideration possible site constraints identified in Task 1, dry utility requirements, resident and PCMC staff suggestions during public input and preliminary design review to create final construction plans and contract documents.
- The utility and roadway design will be finalized as a plan and profile with finish grading contours and each residential surface connection will be detailed.
- The contract documents will include a schedule of items with bid quantities and detailed measurement and payment specifications for each item.
- Special provisions will be included to maintain a safe construction work area, maintain residential access, provide efficient construction schedule, and to protect existing features from being harmed, especially those determined sensitive from public input.

- We anticipate another public involvement meeting to show the final design and inform the neighbors of the temporary construction impacts and overall project improvements.
- We will work with GSH Geotechnical Consultants for soil investigation and pavement design recommendations.
- We will work with Jarratt Engineering for all structural engineering that may be required, specifically concrete retaining wall and stair design.
- Final review by PCMC staff will complete the construction plans and the contract documents for the next task of bidding the project.

Task 3 scope of services includes:

- Alliance will arrange and coordinate the advertisement for bid and provide construction plans, contract documents, and existing condition photographs to the bidders in electronic form.
- We will conduct the pre-bid meeting, answer questions raised by bidding contractors, and issue addendums as necessary.
- Alliance will conduct the bid opening, evaluate the bids, make a recommendation of the awarded contractor, and prepare contracts for construction.

Task 4 scope of services includes:

- Alliance 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.
- We will conduct a public open house meeting prior to construction to inform the residents of the project improvements and temporary construction impacts.
- We will be involved with inspecting the project on a full time basis, administer the contract throughout construction, and providing quality control.
- Alliance will communicate with PCMC staff, local residents and concerned neighbors. We will provide public involvement for the project, coordinating and providing construction updates on PCMC website, KPCW radio, the Park Record, and individual notices to residents directly affected by the project.
- We will coordinate with the independent testing agency to ensure proper compaction effort and material installation.
- Alliance will conduct weekly construction meetings and prepare daily inspection and documentation reports.

Task 5 scope of services include:

- Alliance will administer project completion, including a final inspection, generating punch-list items, determining substantial completion, reviewing the contractor's as-built, producing record drawings, recommending final payment, and completing the administrative paperwork.

**City Council**
**Staff Report**

**Subject:** **Skullcandy Sales Meeting**
**Author:** **Max J. Paap**
**Department:** **Sustainability**
**Date:** **November 8, 2012**
**Type of Item:** **Administrative – Master Festival License**

**Summary Recommendations:**
Review the Master Festival License application, conduct a public hearing, and approve as conditioned the License for Skullcandy Sales Meeting on November 15, 2012.

**Topic:**
International Skullcandy Sales Meeting

**Background:**
This application is for a Park City event as part of a multi-day sales meeting and team building program by Skullcandy, Inc. This company is headquartered in Summit County at Newpark.

Skullcandy will be hosting an international sales meeting at Escala at Canyons Resort from November 14 – 16, 2012. As part of this conference they would like to bring their sales representatives to Historic Old Town to experience Park City. They have partnered with the Wasatch Brew Pub to host a dinner for their out of town clientele. They plan to host 125 guests for the evening including their sales team and world class athletes of November 15th. Part of that evening will include activation of an event trailer to showcase their new products and allow gaming opportunities in the City Brew Pub Parking Lot. This event will launch the BizBox marketing campaign and will return to Park City Mountain Resort in March 2013 for the Transwolrd Snow Tour snowboard event. Skullcandy is also working with UOP on a motorcycle event for June 2013. The event will begin at 6:00 pm and finish by 10:00 pm and will be open to the public as well as their sales staff. The event will not be widely advertised and public participation is expected to be limited primarily to pedestrian traffic.

**Analysis:**
<u>Findings of Good Cause to Reduce 90 day Review Requirement</u>
Skullcandy applied on October 30, 2012 for a Special Event to be held on November 15, 2012, 16 days prior to the event date and two day prior the deadline for completion

of this report. Ninety days is the required time frame to review an MFL request. This requirement can be waived with findings of good cause.

The Special Event Team finds:

a) that shoulder season events are by their very nature easier to coordinate and review;
b) the local applicant's headquarters facilitates quick responsiveness and management accountability;
c) the relatively small size of the event should not negatively impacting the normal vehicular or pedestrian traffic in Old Town; and
d) demonstration on the part of Skullcandy to mitigate and address impacts.

Therefore, the Special Event Team recommends that the Council determine that good cause exists and this timeframe allows for sufficient time for a proper review.

Furthermore staff finds the event is consistent with and promotes the City Council's Goal of maintaining a multi-seasonal, world class resort status as a World Class Resort Increasing events in the off-peak times is consistent with Economic Development Strategic Plan goals.

This application is being reviewed as a Master Festival License due to the request for use of City property. The Skullcandy Sales Meeting is consistent with City Council's Goals of Preservation of Park City Character due to the community based participation as well as the Goal of World Class Multi-Seasonal Resort Community, due to the direct economic benefits and vitality created.

In addition to the criteria in Chapter 8, of Title 4 of the Municipal Code, the following areas were scrutinized by staff when considering the recommendation to approve the event.

Parking Lot

Sustainability has worked closely with Public Works to analyze typical parking inventories during mid-November. Putting a temporary structure in the north Brew Pub Lot with the footprint being 1200 square feet would take up approximately 8 spaces. This will cause minimal displacement of public parking and should not negatively impact any parking revenues that would be generated. In fact, November 15 falls on a "Free Thursday" program night which would not charge in the pay and display parking program.

Economic Benefits

The event is being held during a shoulder season and would not negatively impact any ski activity. Room nights would be generated at the Escala at Canyons at a time when there is typically many empty rooms. By Skullcandy entertaining and exposing their international sales team to Park City there could be a direct positive opportunity for return visits at a later date.

**Department Review:**
Police, Transit, Public Works (Parking), Planning, Economic Development, City Manager and Legal and Special Events departments have reviewed the Skullcandy Sales Meeting application and their comments have been incorporated into the report.

**Alternatives:**
**Approve the Request:** Approve the Master Festival License allowing Skullcandy Sales Meeting as described. **This is staff's recommendation.**

**Deny the Request:** Deny the Master Festival License, preventing the addition of Skullcandy Sales Meeting to Park City's schedule of events.

**Modify the Request:** The City Council could ask Staff to modify the request for the Skullcandy Sales Meeting.

**Continue the Item:** The City Council may continue the discussion in order to receive additional information.

**Significant Impacts:**

| World Class Multi-Seasonal Resort Destination (Economic Impact) | Preserving & Enhancing the Natural Environment (Environmental Impact) | An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact) | Responsive, Cutting-Edge & Effective Government |
|---|---|---|---|
| + Balance between tourism and local quality of life<br>+ Varied and extensive event offerings<br>+ Unique and diverse businesses<br>+ Internationally recognized & respected brand | | + Shared use of Main Street by locals and visitors<br>+ Part-time residents that invest and engage in the community | |
| Positive | Neutral | Positive | Neutral |

**Consequences of not taking the recommended action:**
Skullcandy Sales Meeting would not take place, and an important partnership with a local business and coordination with a local restaurant would not occur. Exposure of an international visitor to Park City could be jeopardized.

**RECOMMENDATION:**
Review the Master Festival License application, conduct a public hearing, and approve as conditioned the License for Skullcandy Sales Meeting on Thursday November 15.

Findings of Fact:

1. Skullcandy Sales Meeting will be held on Thursday, November 15, 2012. The event will last from 6:00 pm to10:00 pm and will occur at the North Brew Pub Parking Lot.
2. Approximately 8 parking spaces will be used to house the BizBox trailer. The remaining parking spaces will easily accommodate any public parking needs.
3. The conduct of Skullcandy Sales Meeting will not substantially interrupt or prevent the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area of its venue.
4. The events associated with Skullcandy Sales Meeting will not require the diversion of so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.
   The event will be held at the North Brew Pub Lot. The concentration of persons, vehicles, or animals will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.
5. There are no other Master Festival and Special Event Licenses that have been granted for November 15, 2012. Skullcandy Sales Meeting will not substantially interfere with the logistics and venue for any event for which a license has already been granted and with the provision of City services in support of other such events or governmental functions.
6. The size of the crowd and nature of the event will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
7. The applicant has been working with City Staff and applicable departments to address all event concerns. The Applicant demonstrates an ability and willingness to conduct the event pursuant to the terms and conditions of this Chapter and has not failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.

Conclusions of Law:

1. The application is consistent with the requirements of the Park City Municipal Code, Title 4, Chapter 8.

Conditions of Approval:

1. The applicant, at its' cost, shall incorporate such measures as directed by Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided and paid for by the applicant.

2. Applicants shall provide proof of liability insurance in the amount of two million dollars ($2,000,000) or more as may be required by the Special Events Manager or the City Attorney's Office, and shall further name Park City Municipal Corporation as additional insured. All Applicants shall further indemnify the City from liability occurring at the event except for any claim arising out of the sole negligence or intentional torts of the City or its employees.
3. All plans for tents, stages and other temporary structures shall be submitted to the Building Department for review and permitting by November 9, 2012.
4. All signs associated with the event shall be submitted to the Special Events Department for review and permitting by November 9, 2012.
5. The applicant is responsible for event operation and Pedestrian Management Plan in a form approved by the Park City Municipal Event Manager and Chief of Police.
6. No permits have been issued for amplified music for the BizBox trailer.  Applicant shall comply with all noise restrictions, including section 6-3-9 of the PCMC Municipal Code.

**Attachments**
Exhibit A- Application

# Park City Municipal Corporation

## Master Festival & Special Event Application

**Special Events**
435.615.5150
specialevents@parkcity.org

Master Festival (MFL) & Special Event Applications **MUST** be complete and submitted to the Special Events Department no Less than **90 Days Prior** to a MFL and no less than **60 Days Prior** to a Special Event for staff review. Applications not submitted within that timeframe may not be granted approval. Refer to Park City Special Event Planning Guide for answers to the most frequently asked event related questions

This application **DOES NOT** constitute a valid permit until approved by the Special Events Department and/or Park City Council

### APPLICATION FEES

All new applications require a $100.00 non-refundable application processing fee
All applications for returning events require a $50.00 non-refundable application processing fee

Additional fees for other services, including Health Department, Fire Department, and City Services will be estimated and provided to the applicant.

### EVENT INFORMATION

| | | | | | |
|---|---|---|---|---|---|
| **MASTER FESTIVAL CRITERIA** (PUBLIC EVENT) ( If one box is checked the event is automatically an MFL) | ☐ Attraction of crowds over 500 participants and or spectators | ☐ Requires Partial or Full Street Closure or use of Public Right of Way | ☐ Use of City park, buildings or other properties or transportation system | ☐ Use of off –site parking facility | ☐ Use of Amplified Music in or adjacent to a residential neighborhood |
| **SPECIAL EVENT CRITERIA** ( PUBLIC OR PRIVATE EVENT) | ☐ Causes significant public impacts via disturbance, crowd, traffic, and or parking | ☒ Disruption of the normal routine of the community or affected neighborhood | ☐ Necessitates temporary business or liquor licensing in conjunction with public impacts | ☐ Necessitates the use of city personnel | |

### EVENT TYPE

| | | | | | |
|---|---|---|---|---|---|
| ☐ Street Fair/Festival | ☐ Run - Walk | ☐ Parade | ☐ Trail Event<br>Additional regulations required; see Special Event Planning Guide for details or visit www.parkcity.org | ☐ Concert | ☐ Road Bike Event |

Other Type of Event ( Please Specify): Skullcandy Employee Event at the Wasatch Brew Pub, South Parking lot

### APPLICANT AND SPONSORING ORGANIZATION INFORMATION

NAME: Brian Kirk
POSITION: Marketing Events Manager
STREET ADDRESS: 1441 Ute Blvd. # 250
CITY, STATE, ZIP CODE: Park City, Utah 84098
MAILING ADDRESS: (If different from above)
CITY, STATE, ZIP CODE:
TELEPHONE (WORK): 949-544-6237
MOBILE PHONE: 801-628-1489
OTHER:
EMAIL ADDRESS: brian.kirk@skullcandy.com
FAX NUMBER:
SPONSORING ORGANIZATION: Skullcandy, Inc.
Is organization a registered non-profit? ☐ Yes ☐ No ( If yes, please provide copy of registration paperwork)
ONSITE CONTACT: (day/s of event) Brian Kirk
MOBILE PHONE: 801-628-1489
NAME OF EVENT: Skullcandy Sales Meeting

☒ FIRST TIME EVENT ☐ ANNUAL EVENT (How many years?) ________

Will a fee be charged for attendance or participation? ☐ Yes ☒ No

Overall Event Description (Briefly explain event and activities): Set up the new Skullcandy Marketing Trailer, show trailer to Sales staff and reps.

### EVENT DATES AND TIMES

EVENT DATE(S): 11/15
EVENT HOURS - START TIME: 6PM
END TIME: 10PM
SET-UP DATE/S: 11/15
TIME/S: 4PM
BREAKDOWN DATE/S: 10PM
TIME/S:
ESTIMATED ATTENDANCE - PARTICIPANTS: 75-100
SPECTATORS:
TOTAL: 75-100
EVENT LOCATION: Wasatch Brew Pub, 250 Main Street/South parking lot

EVENTS WITH ATTENDANCE HIGHER THAT 500 REQUIRES A SUMMIT COUNTY MASS GATHERING PERMIT

PARK CITY 1884

# Park City Municipal Corporation

## Master Festival & Special Event Application

**Special Events**
435.615.5150
specialevents@parkcity.org

**OPERATIONAL - PART A**

**PARADE / STREET CLOSURES – * SITE MAP MUST BE INCLUDED WITH APPLICATION***

| Will this be a Complete Road Closure? YES ☐ NO ☒ | Will this be a Partial Road Closure? YES ☐ NO ☒ | Will this be a Rolling Road Closure? YES ☐ NO ☒ |
|---|---|---|

Names of Streets to be Closed : * SITE MAP, with proposed route if applicable, MUST BE INCLUDED WITH APPLICATION *

| | | |
|---|---|---|
| Street: | Between: | And: |
| Street: | Between: | And: |
| Street: | Between: | And: |
| Street: | Between: | And: |

Description of reason for closure:

| Days of Closure: ( including setup and breakdown) | Start Date: | Reopen Date: | Time Of Closure: | Start: | End: |
|---|---|---|---|---|---|

**Parade Information**

| Assembly Area: | Disbanding Area: | # of anticipated Entrants: |
|---|---|---|

Does the event cross over city boundaries? YES ☐ NO ☒ Into Summit County ☐ Into Wasatch County ☐

**PUBLIC FACILITY USE – * SITE MAP MUST BE INCLUDED WITH APPLICATION***

**ADDITIONAL FEES MAY APPLY**

| Check any or all that apply : | | | |
|---|---|---|---|
| | ☐ Miners Hospital | ☐ Main Street - Miner's Park | ☐ McPolin Barn |
| | ☐ City Park Softball Field | ☐ Library Field | ☐ Dirt Jump Park |
| | ☐ City Park Rugby Field | ☐ Sports Complex Fields | ☐ Skate Park |
| | ☐ City Park Gazebo Area | ☐ Ice Arena | ☐ School District Fields |
| | ☐ City Park Covered Picnic Area | ☐ Rotary Park | |

**EVENT PARKING – * SITE MAP MUST BE INCLUDED WITH APPLICATION***

**ADDITIONAL FEES MAY APPLY**

Request for Closure of or Access to any public parking, This includes any activity that will remove public parking: YES ☒ NO ☐
If yes, you must complete a **Request for Special Use of Public Parking Application**

Will event parking be on Private property? YES ☐ NO ☒ ( Written Permission from Owner of Private Parking Area is Required)

Will there be transportation services to and from Parking Lots? YES ☐ NO ☒

If yes, who is the provider? Name : Contact Information:

**TEMPORARY STRUCTURES & IMPROVEMENTS – * SITE MAP MUST BE INCLUDED WITH APPLICATION***

**All temporary structures must be approved and inspected by the Park City Building Department at 435-615-5100**. Check all that apply

| | | |
|---|---|---|
| ☐ Bleachers | ☐ Inflatable's | ☐ Canopies |
| ☐ Stage/s | ☐ Temporary Lighting | ☐ Tent/s < 200 sq ft |
| ☒ Trailer/s 20' X 30' | ☐ Structures over 6' in height | ☐ Tent/s > 200 sq ft |

Will you have electrical needs? YES ☐ NO ☒ | Do you propose to use generators? YES ☒ NO ☐

What is the purpose of the structures: Skullcandy Marketing Trailer

Will you be using flammable materials, including fuels and gasses? YES ☐ NO ☒

Will you be requesting permits for fireworks? YES ☐ NO ☒

If yes to either above question, a **Fire Permit Application** must be submitted 20 days prior to the event.

**Toilet Facilities –** Depending on the size, scope and location of this event the SUMMIT COUNTY HEALTH DEPARTMENT may require additional public faculties. **Site plan must include the location of public facilities**

**Refer to Park City Special Event Planning Guide for answers to the most frequently asked event related questions**

**Special Events**
435.615.5150
specialevents@parkcity.org

### OPERATIONAL - PART B

### WASTE MANAGEMENT & RECYCLING

The Park City Municipal Corporation encourages sustainable efforts in Waste Management including the recycling of as much event waste as possible. Please refer to the Park City Event Planning Guide for a list of local recyclers to find out how they may assist you.

**All applications must include a waste management plan that includes pre and post event details**

### FOOD AND MERCHANDISE SALES

| | |
|---|---|
| Will there be sale of Merchandise? YES ☐ NO ■ | Will there be sale of or complimentary food? YES ☐ NO ■ |

Describe Items for sale :

Will food items be pre–packaged? YES ☐ NO ☐
Will food items be cooked at event? YES ☐ NO ☐
Will food items be prepared off site? YES ☐ NO ☐

**All individual vendors must obtain a Park City Business License & Summit County Temporary Food Service Permit**
**If cooking onsite a permit may be required for use of appliances**

| | |
|---|---|
| Will there be beer, wine, and/or liquor sales during the event? YES ☐ NO ☐ | The Park City Finance Department requires application for a Beer & Liquor License.<br>The Utah Dept. of Alcoholic Beverage Control (UDABC) may require application for a Single Event Liquor License or other state permit. |

### TEMPORARY SIGNS

| | |
|---|---|
| Will there be Temporary signs at the event? YES ☐ NO ■ | If yes, attach sign plan describing sign content, sizes and locations |

### ANIMALS AT EVENT

| | |
|---|---|
| Will there be animals at the event? YES ☐ NO ■ | If yes, attach plan to address nuisances or health hazards associated with the animals. |

### COMMUNICATIONS NEEDS

| | |
|---|---|
| Will there be installation of antenna for communications? YES ☐ NO ■ | If yes, attach site plan and specifications of antenna. |

### SAFETY – SECURITY

A Operational Plan is required for all events outlining : Security and Crowd Control specifics, Fire District and Access Information, First Aid & EMT requirements **( Refer to Park City Special Event Planning Guide for more information)**

Does your event require Law Enforcement services beyond routine periodic patrol? YES ☐ NO ■

**Upon review the Park City Police Department may require additional on-site personnel for event approval**

### MARKETING OF EVENT

**Proper marketing your event is vital to its success. Please contact the Park City Chamber Bureau (www.parkcityinfo.com) as a resource.**

Who is the target market for this event?
Skullcandy Sales Reps

Where is the target market for this event? Local ☐ Regional ☐ National ■ International ☐

| | |
|---|---|
| Will this event be televised? YES ☐ NO ■ | Local ☐ Regional ☐ National ☐ International ☐<br>Describe coverage: |

Please list print advertisements including newspapers and magazines:
None

| | | | | |
|---|---|---|---|---|
| Please list range of marketing budget | < $100 ☐ | $100 - $500 ☐ | $500 - $1000 ☐ | > $1000 ☐ |

**Refer to Park City Special Event Planning Guide for answers to the most frequently asked event related questions**

# Park City Municipal Corporation

PARK CITY 1884

**Master Festival & Special Event Application**

**Special Events**
435.615.5150
specialevents@parkcity.org

**INFORMATIONAL - PART A**

**INSURANCE REQUIRMENTS**

**MUST BE SUBMITTED AT LEAST 10 DAYS PRIOR TO EVENT**

**Park City Municipal Corporation requires proof of liability Insurance in the minimum amount of two million dollars ($ 2,000,000) and the applicant shall name Park City Municipal Corporation, 445 Marsac, P.O Box 1480, Park City, Utah 84060 as additionally insured**

**RULES AND REGULATIONS**

**To insure prompt and accurate processing of your application, ensure that ALL relevant support materials and documentation accompanies application. Failure to do so will constitute an incomplete application and may delay review.**

**A complete application must include a event site plan that includes, but may not be limited to the following: street closures, signs, operational vehicles, barricades, tents and other temporary structures, activity locations, bleachers, portable and fixed toilets, water stations, event headquarters, solid waste & recycle containers, entrances/exits, walkways, fire lanes, event route, operational plan , security / crowd control plan, power sources, cooking facilities, etc.**

**Upon application the Park City Special Event Department may set up a meeting to discuss your event**

**The Applicant(s) shall assume and reimburse the city for any and all costs and expenses determined by Park City Municipal Corporation such as City's staff's time if required at event, additional garbage or waste in city receptacles, providing, erecting or moving equipment such as barricades, directional or event signs, garbage and waste receptacles. Park City Municipal Corporation may require a deposit that shall not exceed one thousand dollars ($ 1,000.00) to cover such expenses.**

**AGREEMENT AND SIGNATURE**

**I, the undersigned representative have read the rules and regulations with reference to this application and am duly authorized by the organization to submit this application on it's behalf. The information contained herein, including supporting documentation is complete and accurate.**

| | | |
|---|---|---|
| **Name (Printed)** | Brian Kirk | |
| **Signature:** | | **Date:** 11/29/12 |

**Refer to Park City Special Event Planning Guide for answers to the most frequently asked event related questions**

## City Council Staff Report

| | |
|---|---|
| **Subject:** | **Sundance Film Festival 2013 Supplemental Plan** |
| **Author:** | **Dave Gustafson** |
| **Department:** | **Sustainability** |
| **Date:** | **November 8th, 2012** |
| **Type of Item:** | **Administrative** |

**Summary Recommendations:**
Staff recommends Council approve an amendment to the Sundance Film Festival Supplemental Plan for the 2013 Festival. Specifically consider allowing the first screenings at the MARC to occur on Day One of the Festival – Thursday, January 17 at 5:30pm and 8:30 pm. This Day One Screening was held at the Santy Auditorium last year.

**Topic/Description:**
Sundance Film Festival – 2013 Supplemental Plan

**Background:**
In October of 2005, Park City Municipal Corporation and the Sundance Institute entered into a long term agreement for the 2006 through 2018 film festivals with an option to renew for an additional ten (10) years.

Each year, the Supplemental Plan for the annual Sundance Film Festival is amended to recognize changes from the previous year per the long term contract. Accordingly, supplemental plans for future Festivals will follow the Plan for the previous Festival.

On August 30th, 2012, the 2013 Supplemental Plan was amended by City Council to allow the Sundance Institute use of Miner's Hospital from September 10th 2012 – March 1st, 2013 as an administrative office.

The major requested change this year is as follows:

- The lease at the MARC would start one day earlier this year to accommodate the Day One Screening as proposed above.

As a reminder, Sundance will be leasing the Santy Auditorium and the Recreation Building at the park again this year. No additional time on the leases has been requested.

**Analysis:**
City and Sundance Staffs have met on numerous occasions to work on both short term operational issues and longer-term goals. Both parties believe these meetings are effective in both fine tuning specific issues while also providing a better high level framework for future success. At minimum. the efforts continue to enable a better and more effective working relationship. Continued improvements to the Festival are ongoing and the Sundance Institute continues to morph their operational planning in efforts to best achieve their mission, while minimizing local impacts. The Institute continues to refine efforts to work with local stakeholders such as the HPCA, Restaurant Association, and the Lodging Association.

Council should specifically consider approval of the changes to the 2013 Festival Supplemental Plan as attached in Exhibit B (Use Area Table), which includes the following major changes:

- MARC –.  , Sundance Film Festival seeks to add two screenings at 5:30pm and 8:30pm on Thursday, January 17, 2013(see Exhibit A).

**Department Review:**
Sustainability, Legal and Executive, Departments have reviewed this report.

**Alternatives:**

**Approve:** Approve the Sundance Film Festival 2013 Supplemental Plans. **This is staff's recommendation.**

**Deny:** Direct Staff to provide more information.

**Modify:** Direct Staff to modify the conditions of the Sundance Film Festival 2012 Supplemental Plans

**Continue:** Staff may return at a future date with additional information requested by Council.

## Significant Impacts:

| | World Class Multi-Seasonal Resort Destination<br><br>(Economic Impact) | Preserving & Enhancing the Natural Environment<br><br>(Environmental Impact) | An Inclusive Community of Diverse Economic & Cultural Opportunities<br><br>(Social Equity Impact) | Responsive, Cutting-Edge & Effective Government |
|---|---|---|---|---|
| Which Desired Outcomes might the Recommended Action Impact? | + Balance between tourism and local quality of life | (+/-) (Select Desired Outcome) | + Shared use of Main Street by locals and visitors | (+/-) (Select Desired Outcome) |
| | + Varied and extensive event offerings | (+/-) (Select Desired Outcome) | + Vibrant arts and culture offerings | (+/-) (Select Desired Outcome) |
| | - Accessible and world-class recreational facilities, parks and programs | (+/-) (Select Desired Outcome) | (+/-) (Select Desired Outcome) | (+/-) (Select Desired Outcome) |
| | - Accessibility during peak seasonal times | (+/-) (Select Desired Outcome) | (+/-) (Select Desired Outcome) | (+/-) (Select Desired Outcome) |
| | + Well-utilized regional public transit | (+/-) (Select Desired Outcome) | (+/-) (Select Desired Outcome) | (+/-) (Select Desired Outcome) |
| | (+/-) (Select Desired Outcome) | (+/-) (Select Desired Outcome) | (+/-) (Select Desired Outcome) | (+/-) (Select Desired Outcome) |
| | (+/-) (Select Desired Outcome) | (+/-) (Select Desired Outcome) | (+/-) (Select Desired Outcome) | (+/-) (Select Desired Outcome) |
| Assessment of Overall Impact on Council Priority *(Quality of Life Impact)* | Very Positive | Neutral | Positive | Neutral |
| **Comments:** | | | | |

**Funding Source:**
Special Event BFO Program

**Consequences of not taking the recommended action:**
The Sundance Film Festival 2013 Supplemental Plans would revert back to the 2012 Plan, with an exception for the ongoing use of Miner's Hospital which was approved in August 2012.

**Recommendation:**
Staff recommends Council approve an amendment to the Sundance Film Festival Supplemental Plan for the 2013 Festival. Specifically consider allowing two additional screenings on Thursday, January 17 at 5:30pm and 8:30pm.

**Attachments:**
Exhibit A- 2013 MARC Operational Plan
Exhibit B – 2013 Use Area Table

The 2013 Sundance Supplemental Plan approval by the City Council of Park City, Utah is based on the following:

FINDINGS OF FACT.

1. Section 1.2 of the Sundance City Services Agreement identifies implementation and operations of the Festival to be the same as the previous year, unless the Supplemental Plan is specifically amended.
2. The 2013 Festival Supplemental plan will be amended to:

a. Accept an updated operational plan for the MARC; including the addition of two screenings on Thursday, January 17 at 5:30pm and 8:30pm.

3. These modifications are consistent with the Agreement.

CONCLUSIONS OF LAW.

1. As conditioned the Supplemental plan is consistent with Section 1.2 of the Long term City services Agreement with the Sundance Institute.
2. Findings are consistent with the requirements of the Park City Municipal Code, Title 4, Chapter 8.

CONDITIONS OF APPROVAL.

1. A final Use Area Table of all Festival Official Venues will be provided in writing to City Council prior to the commencement of the 2013 Festival.

# Exhibit A

## MARC Operations Plan for the 2013 Sundance Film Festival

- Sundance will continue to use one of the tennis courts for the wait list and ticket holder lines. And as in past years, will have the smaller press/entourage tent at the rear of the building.
- No awards night ceremony or party. The ceremony and party will remain at the Basin Rec Field House as done in 2012.
- We would like to add two screenings to our schedule on Thursday, January 17, 2013 at 5:30pm and 8:30pm. Due to a special event occurring at The Shop, directly next door to the Public Library, we'd like to move our Day One screenings from the Santy Auditorium to the MARC to alleviate some traffic and parking congestion near Park Avenue.
- The screening schedule will remain the same as in 2012. The final screening will start at 8:30pm.Based on statistics from previous years, we predict the latest time for doors closed and final people exiting from the premises to be 11:00pm.
- We are very sensitive to the neighborhood and will continue the following procedures to mitigate impacts.
    1. We will make best efforts to put shorter films in the 8:30pm slot so we can get out of the venue as quickly as possible. Theatre staff will also adhere to strict on-time starts so there won't be any delays.
    2. Patrons will be directed back into the tennis courts at the end of the night and line up inside for bus loading rather than waiting in the parking lot.
    3. Theatre staff will make announcements at the beginning and end of the final screening reminding patrons we are in a neighborhood and to please be quiet upon exiting. Theatre staff will also be lined up outside wherever patrons are gathering asking them to keep quiet. We will have signage with this message as well.
    4. The Customer Service "complaint" line will be active and operational during both the set up schedule and the regular festival program schedule. Festival staff will ensure the customer service line information is distributed to the neighborhood.
    5. The parking and access management of the intersection of Little Kate and East Racquet Club Court will cover the duration of the Festival as in 2012.
- We will have a regular screening schedule on the last Saturday and a limited screening schedule on the last Sunday (11:15am; 2:15pm and 5:15pm), as we did in 2012.

2013 Sundance Film Festival
MARC Theatre Operations Schedule

| | | |
|---|---|---|
| Wednesday, January 9 – Wednesday, January 16, 2013 | Access: 7:00am – 10:00pm Daily<br><br>Access to **Gymnasium** and **East Parking Lot** for vehicle and equipment staging for theatre build-out. | Load-in. All trucks out of east parking lot by 8pm. Equipment may remain in parking lot but must be completely turned off by 8pm. Work inside building may occur after 10pm. Late workers to park in front of building. These dates and times are the same as in past years. |
| Tuesday, January 15, 2013 – Monday, January 28, 2013 | Access: 7:00am on Tuesday, January 15 through Monday, January 28 to 8:00pm<br><br>Access to **Tennis Courts** for queue set-up, Festival use and break down. | Load-in on Tuesday, January 15. All work after 10pm will occur inside building. Late workers to park in front of building. Access is 24 hours a day until Monday, January 28 at 8:00pm as long as a Sundance representative is present. . |
| Thursday, January 17, 2013 – Saturday January 26, 2013 | Access: 7:00am - 11:30pm Daily<br><br>Access to **Gymnasium** and **Tennis Courts**.<br>Day One Screening Schedule on 1/17: 5:30pm and 8:30pm<br>Daily Screening Schedule: 8:30am; 11:30am; 2:30pm; 5:30pm; 8:30pm | Best efforts will be made to ensure ALL activity is out of building and parking lot by 11:00pm. |
| Sunday, January, 27, 2013 | Access: 8:00am – 8:15pm<br><br>Access to **Gymnasium** and **Tennis Courts**.<br><br>Screening Schedule: 11:15am; 2:15pm; 5:15pm | For public screening purposes |
| Monday, January 28, 2013 | Access: 7:00am – 8:00pm<br><br>Access to Tennis Court. | Tear down and load out of tennis court. |
| Sunday, January 27, 2013 – Wednesday, January 30, 2013 | Access: From 8:00am on 1/27, access is 24 hours a day and ends on 1/30 at 12:00pm for the Gymnasium and 4:00pm for the East Lot<br><br>Tear down and complete move out from **Gymnasium** and **East Parking Lot.** | Tear down and load out of Gymnasium and East Parking Lot. All trucks out of east parking lot by 8pm each night. Equipment may remain in parking lot but must be completely turned off by 8pm. Work inside building may occur after 10pm. Late workers to park in front of building. All trucks and activity out of parking lot by 4:00pm on 1/30. |

# EXHIBIT “B” TO
# MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT

**USE AREAS**

| Use Area | Address | Use Period * | Intended Use | Type of Use | Basic City Services | Access Control | Traffic Control |
|---|---|---|---|---|---|---|---|
| Santy Auditorium of Park City Public Library and Education Center, all associated furnishings, fixtures, and equipment; including 201, 202, 205, & 207;north lawn area and Reading Garden. | 1255 Park Avenue | Santy & Proj. booth- 1/10/13- 1/31/13 Classrooms- 1/14/13- 1/31/13 Courtyard& field- 1/10/13- 1/31/13 | Screening venue; Concessions/ Hospitality; Wait list Line; Box Office, kiosk, volunteer use, tent, storage | Parking – Nonexclusive (except 16 reserved via permit; All others – Exclusive) | Park City shall maintain regular Cleaning, Waste Removal and snow and ice removal inside and outside the use area. In addition, Park City shall clear snow, ice and debris from the field & courtyard for placement of Sundance’s Tent & other activities. | Sundance and Park City | Sundance and Park City |
| PCMC Recreation Building, Miners Hospital (Second and Third floor), No Pavilion in 2012 | 1354 Park Avenue | Rec. Building 12/1,2012 – 2/10, 2013 Miners 9/10/12- 3/1/13 | | Parking – Exclusive- adjacent to Recreation and Miners; Other - Nonexclusive | Park City shall maintain regular, Cleaning, Waste Removal and snow and ice removal inside and outside the use area. | Sundance | Sundance and Park City |
| Park Avenue- Between Heber & 9th St. | Park Ave | 1/17,2013 – 1/26, 2013 | Parking mitigation | Parking/exclusive | Park City shall place barricades and enforce the operations plan | Park City | Park City |
| West Side of Park Avenue- Between 9th and 14th St | Park Ave | 1/17, 2013 – 1/26, 2013 | Parking mitigation | Parking/exclusive | Park City shall place barricades and enforce the operations plan | Park City | Park City |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Main Street - Entire east & west sides. | Main Street | 1/15, 2013 – 1/26, 2013 | Parking control to increase response time and increase traffic mitigation | Pedestrian | Park City shall place the barricades, provide snow removal and place “no parking” and “drop zone” signs | None | None |

# City Council
# Staff Report

**Subject:** 2012B & 2013A Water Bond Resolution & Public Hearing
**Author:** Nate Rockwood, Capital Budget, Debt & Grants Manager
**Department:** Budget, Debt, & Grants
**Date:** November 8, 2012
**Type of Item:** Legislative

**Summary Recommendations:**
I. Staff recommends that Council conduct a public hearing to receive input from the public with respect to (a) the issuance and sale of the City's water revenue bonds, for the purpose of financing the cost of acquisition, construction and completion of improvements to the water system of the City; and (b) the potential economic impact that the facilities will have on the private sector.

II. Staff recommends that Council adopt the resolution authorizing the issuance and sale of up to $9,100,000 aggregate principal amount of water revenue and refunding bonds of the City; and providing for related matters.

**Topic/Description:**
Water Revenue Bonds Designation Resolution & Water Bonds Public Hearing

**Background:**
During the FY 2013 Budget process, City Council approved the Capital Improvement Plan (CIP) for FY 2013. The CIP included budgeted water revenue bond funding for the following FY2013 projects: Judge Water Treatment Plant Improvements; Water Department Deficiency Correction Projects; OTIS Water Pipeline Replacement Projects; Deer Valley Drive - Water Infrastructure; Raw Water Pipeline and Storage; and other water infrastructure improvement projects.

The Initial Water Revenue Bond amount planned in the Water Financial Model at the time the budget was passed for FY 2013 was $5 million. After evaluating the current position of the Water Fund projects, it is staff's recommendation that Council approves the attached resolution in the amount not to exceed $5,600,000 for the 2012B Series Water Revenue and Refunding Bonds issuance and in the amount not to exceed $3,500,000 for the series 2013A Water Revenue Refunding Bonds issuance. The net amount of bond revenue currently required in the Water Fund in FY 2013 is $4.6 million.

The resolution authorizes the refunding of the 2006 CIB bond. The 2006 CIB loan was issued in the amount of $4,450,000 at 3.50% to finance the Park Meadows Treatment Facility, Boothill Storage Tank, and Boothill Pump Station. It is anticipated that the actual bond amounts will be well under the $9.1 million maximum specified in the resolution, but having a cap of $9.1 million will allow flexibility in preparing the bond issuance for final approval when the bonds are issued.

The resolution authorizes the refunding of the 2006 CIB bonds. Approximately $500,000 of the 2006 bonds will be refunded with the 2012B Water Revenue Bonds with the remaining $2.5 Million to be refunded in January 2013 (2013A). The bond is being refunded in two parts in order to fit within the Bank Qualified parameters established for calendar year 2012 with the 2012 Water Revenue Bonds.

**Analysis:**
The attached resolution sets the parameters of the water revenue bond issuance and outlines the process of public notice. The resolution sets the maximum issuance amount at $9.1 million and defines the purpose as follows:

> (a) financing the cost of acquisition, construction and completion of improvements to the water system of the City (collectively, the "Project") and (b) refunding of the City's Water Revenue Bonds, Series 2006 (the "Refunded Bonds")

The resolution also establishes the format for public notice, which should be published in the Park Record for two consecutive weeks, the first notice not less than 14 days before the public hearing. The public notice was published on October 24, 2012 and announced a public hearing to be held on November 8, 2012, and initiated 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 4% interest, not more than 15 years, and 1% discount from par. These terms are intentionally set high to allow flexibility in the bond structure. Staff anticipates that the actual interest rate of the bond would be closer to the current rate of 2.25% than the maximum. The maturity of the bond is expected to be 15 years. The parameters allow for a maximum 1% discount from par, which would be necessary if interest rates were higher than the coupon rate on the bond.

Staff anticipates Council holding a public hearing on November 8, 2012. After the public hearing, the Interim City Manager may authorize the final terms and sale of the water revenue bonds. It is anticipated that the sale of the bonds would occur on or around Dec 6, 2012. Staff would proceed with the bond closing on or after Dec 10, 2012. The bonds will be sold by competitive sale.

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

**Alternatives:**

**A. Approve:** Staff recommends approving the attached resolution related to the proposed 2012B Series Water Revenue & Refunding Bonds and 2013A Water Revenue Refunding Bonds.

**B. Deny:** The bonds were anticipated in the 2013 budget. By not approving the resolution the Water Department would have inadequate funds to continue projects and operations this Fiscal Year.

**C. Modify:**

**D. Continue the Item:** This would impact the bond schedule in regards to public notice and public hearings and would potential delay the sale of the bonds. Proceeds from the bonds are required this fiscal year in order to meet the Water Funds obligations.

**E. Do Nothing:**

This would have a similar impact as B.

**Significant Impacts:**

The Bond Resolution & Public Hearing is the first step in initiating a bond issuance. This bond issuance is anticipated in the FY 2013 budget; proceeds from the bonds are required this fiscal year in order to meet the Water Funds obligations.

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

The bonds were anticipated in the 2013 budget. By not approving the bond resolution or holding a public hearing the Water Department would have inadequate funds to continue projects and operations this Fiscal Year.

**Recommendation:**

I. Staff recommends that Council conduct a public hearing to receive input from the public with respect to (a) the issuance and sale of the City's water revenue bonds, for the purpose of financing the cost of acquisition, construction and completion of improvements to the water system of the City; and (b) the potential economic impact that the facilities will have on the private sector.

II. Staff recommends that Council adopt the resolution authorizing the issuance and sale of up to $9,100,000 aggregate principal amount of water revenue and refunding bonds of the City; and providing for related matters.

**Attachments**:

A – Bond Resolution

# RESOLUTION NO. 12-__

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF WATER REVENUE AND REFUNDING BONDS; DIRECTING THE PUBLICATION OF A NOTICE OF BONDS TO BE ISSUED; EXPRESSING OFFICIAL INTENT REGARDING CERTAIN CAPITAL EXPENDITURES TO BE REIMBURSED FROM THE PROCEEDS OF SUCH REVENUE BONDS; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE THAT THE BONDS MAY BEAR AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; PROVIDING FOR THE HOLDING OF A PUBLIC HEARING AND THE PUBLICATION OF A NOTICE OF PUBLIC HEARING; AUTHORIZING THE EXECUTION AND DELIVERY OF A SUPPLEMENTAL INDENTURE OF TRUST AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY FOR THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION

***   ***   ***

Whereas, Park City, Utah (the *"City"*) is a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah; and

Whereas, the City considers it necessary and desirable and for the benefit of the City and the users of the System (as hereinafter defined) to issue water revenue bonds as hereinafter provided for the purpose of (a) financing the cost of acquisition, construction and completion of improvements to the water system of the City (collectively, the *"Project"*) and (b) refunding of the City's Water Revenue Bonds, Series 2006 (the *"Refunded Bonds"*).

Whereas, pursuant to and in accordance with the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the *"Utah Code"*) and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code (collectively, the *"Act"*), the General Indenture of Trust, dated as of December 1, 2002 (the *"General Indenture"*), between the City and Zions First National Bank, as trustee (the *"Trustee"*), as amended and supplemented (the copy of which is attached hereto as *Exhibit A*), and one or more Supplemental Indentures of Trust (the *"Supplemental Indentures"* and, together with the General Indenture, the *"Indenture"*), between the City and the Trustee (the form of which is attached hereto as *Exhibit B*), the City has determined that it is in the best interest of the City to issue not more than $5,600,000 Water Revenue and Refunding Bonds, Series 2012B (Bank Qualified) (the *"Series 2012B Bonds"*) and not more than $3,500,000 Water Revenue Refunding Bonds (Bank Qualified), Series 2013A (Bank Qualified) (the *"Series 2013A Bonds"* and, together with the Series 2012B Bonds, the *"Bonds"*) pursuant to this Resolution and the Indenture to provide funds for the purpose of (i) paying a portion of the costs of the Project, (ii) refunding the

Refunded Bonds, (iii) funding a debt service reserve fund and (iv) paying costs of issuance relating to the issuance, sale and delivery of the Bonds and (b) to cause the proceeds of the sale of the Bonds to be applied in accordance with the Indenture; and

Whereas, the City is authorized by the Act to enter into the Indenture and to issue the Bonds; and

WHEREAS, a notice inviting electronic bids for the purchase of the Bonds will be advertised by electronic dissemination through the PARITY® electronic bid submission system;

WHEREAS, in the opinion of the City, it is in the best interests of the City that (a) the City Manager (or, in the event of the absence or incapacity of the City Manager, the City Treasurer, or in the event of the absence or incapacity of both the City Manager and the City Treasurer, the Mayor (collectively, the *"Designated Officer"*)) be authorized to (i) accept or reject the bids received for the Bonds pursuant to the PARITY® electronic bid submission system and determine the best bid received that conforms to the parameters, deadlines and procedures set forth in the notice of sale prepared in connection with the advertisement for sale of the Bonds and (ii) approve the final principal amount, maturity amounts, interest rates, dates of maturity and other terms and provisions relating to the Series 2012B Bonds and the Series 2013A Bonds and to execute each Certificate of Determination containing such terms and provisions and (b) the Mayor be authorized to execute each Official Statement with respect to the Bonds; and

Whereas, Sections 11-14-316 and 11-27-4 of the Utah Code provides for the publication of a Notice of Bonds to be Issued and the City Council of the City (the "City Council") desires to publish such a Notice of Bonds to be Issued at this time in compliance with said section with respect to said Bonds;

WHEREAS, pursuant to Section 11-14-318 of the Utah Code a public hearing was held to receive input from the public with respect to the issuance of the Series 2012B Bonds and the potential economic impact that the Project will have on the private sector after giving notice of such public hearing as provided by law; and

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

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

*Section 1. Issuance of Series 2012B Bonds.* (a) In accordance with and subject to the terms, conditions and limitations established by the Act and in the Indenture and for the purposes set forth herein, a series of water revenue bonds of the City is hereby authorized to be issued in the aggregate principal amount of Five Million Six Hundred Thousand Dollars ($5,600,000). Such series of bonds shall be designated *"Water Revenue and Refunding Bonds, Series 2012B (Bank Qualified)."* If the Designated Officer determines that the principal amount to be issued shall be less than $5,600,000, then the principal amount of such series of bonds shall be limited to the amount so determined by the Designated Officer.

The Series 2012B Bonds shall be dated as of their date of original issuance and delivery (the *"Dated Date"*), shall mature on the dates and in the principal amounts, and shall bear interest from the Dated Date, payable semiannually on June 15 and December 15 in each year, at the interest rates provided in the Certificate of Determination, a form of which is attached hereto as *Exhibit C* (the *"Certificate of Determination"*). The Series 2012B Bonds shall be issued in authorized denominations and shall be executed and payable as provided in the Indenture.

(b) There is hereby delegated to the Designated Officer, subject to the limitations contained in the this Resolution, the power to determine and effectuate the following with respect to the Series 2012B Bonds and the Designated Officer is hereby authorized to make such determinations and effectuations:

(i) the aggregate principal amount of the Series 2012B Bonds; *provided* that the aggregate principal amount of the Series 2012B Bonds shall not exceed $5,600,000;

(ii) the maturity date or dates and principal amount of each maturity of the Series 2012B Bonds to be issued; *provided, however*, that the final maturity of all Series 2012B Bonds shall not be later than sixteen years from their date or dates;

(iii) the interest rate or rates of the Series 2012B Bonds, *provided, however*, that the interest rate or rates to be borne by any Series 2012B Bond shall not exceed four percent (4.00%) per annum;

(iv) the sale of the Series 2012B Bonds to the purchaser of the Series 2012B Bonds (the *"Series 2012B Purchaser"*) and the purchase price to be paid by the Series 2012B Purchaser for the Series 2012B Bonds; *provided, however*, that the discount from par of the Series 2012B Bonds shall not exceed one percent (1.00%) (expressed as a percentage of the principal amount);

(v) the Series 2012B Bonds, if any, to be retired from mandatory sinking fund redemption payments and the dates and the amounts thereof;

(vi) the optional redemption date of the Series 2012B Bonds, if any;

(vii) the use and deposit of the proceeds of the Series 2012B Bonds; and

(viii) any other provisions deemed advisable by the Designated Officer not materially in conflict with the provisions of this Resolution.

Immediately following the date and time specified in the Official Notice of Bond Sale attached to the Official Statement for the receipt of bids for the purchase of the Series 2012B Bonds, the Designated Officer shall obtain such information as he or she deems necessary to make such determinations as provided above and to determine the bid of the responsible bidder that results in the lowest effective interest rate to the City (the *"Best Bidder"*). Thereupon, the Designated Officer shall make such determinations as provided above, shall award the bid to the Best Bidder and shall execute the Certificate of Determination containing such terms and provisions of the Series 2012B Bonds, which execution shall be conclusive evidence of the awarding of such bid to the Best Bidder and the action or determination of the Designated Officer as to the matters stated therein. If the Designated Officer determines that it is in the best interest of the City, the Designated Officer may (1) waive any irregularity or informality in any bid or in the electronic bidding process; and (2) reject any and all bids for the Series 2012B Bonds.

(c) The Series 2012B Bonds shall be subject to redemption prior to maturity as provided in the Indenture.

(d) The form of the Series 2012B Bonds set forth in the Supplemental Indenture, subject to appropriate insertion and revision in order to comply with the provisions of the Indenture, is hereby approved.

(e) The Series 2012B Bonds shall be special obligations of the City, payable from and secured by a pledge and assignment of the Net Revenues (as defined in the Indenture) derived by the City from the operation of its System (as defined in the Indenture) for the distribution of water, and certain funds established under the Indenture, subject to the application of the Net Revenues upon the terms and conditions set forth in the Indenture. The Series 2012B Bonds shall not be obligations of the State of Utah or any other political subdivision thereof, other than the City, and neither the faith and credit nor the taxing or appropriation power of the State of Utah or any political subdivision thereof, including the City, is pledged to the payment of the Series 2012B Bonds. The Series 2012B Bonds shall not constitute general obligations of the City or any other entity or body, municipal, state or otherwise.

*Section 2. Issuance of Series 2013A Bonds.* (a) In accordance with and subject to the terms, conditions and limitations established by the Act and in the Indenture and for the purposes set forth herein, a series of water revenue bonds of the City is hereby authorized to be issued in the aggregate principal amount of Three Million Five Hundred Thousand Dollars ($3,500,000). Such series of bonds shall be designated *"Water Revenue Refunding Bonds, Series 2013A (Bank Qualified)."* If the Designated Officer determines that the principal amount to be issued shall be less than $3,500,000, then the principal amount of such series of bonds shall be limited to the amount so determined by the Designated Officer.

The Series 2013A Bonds shall be dated as of their date of original issuance and delivery (the *"Dated Date"*), shall mature on the dates and in the principal amounts, and shall bear interest from the Dated Date, payable semiannually on June 15 and December 15 in each year, at the interest rates provided in the Certificate of Determination, a form of which is attached hereto as *Exhibit C* (the *"Certificate of Determination"*). The Series 2013A Bonds shall be issued in authorized denominations and shall be executed and payable as provided in the Indenture.

(b) There is hereby delegated to the Designated Officer, subject to the limitations contained in the this Resolution, the power to determine and effectuate the following with respect to the Series 2013A Bonds and the Designated Officer is hereby authorized to make such determinations and effectuations:

(i) the aggregate principal amount of the Series 2013A Bonds; *provided* that the aggregate principal amount of the Series 2013A Bonds shall not exceed $3,500,000;

(ii) the maturity date or dates and principal amount of each maturity of the Series 2013A Bonds to be issued; *provided, however*, that the final maturity of all Series 2013A Bonds shall not be later than sixteen years from their date or dates;

(iii) the interest rate or rates of the Series 2013A Bonds, *provided, however*, that the interest rate or rates to be borne by any Series 2013A Bond shall not exceed four percent (4.00%) per annum;

(iv) the sale of the Series 2013A Bonds to the purchaser of the Series 2013A Bonds (the *"Series 2013A Purchaser"*) and the purchase price to be paid by the Series 2013A Purchaser for the Series 2013A Bonds; *provided, however*, that the discount from par of the Series 2013A Bonds shall not exceed one percent (1.00%) (expressed as a percentage of the principal amount);

(v) the Series 2013A Bonds, if any, to be retired from mandatory sinking fund redemption payments and the dates and the amounts thereof;

(vi) the optional redemption date of the Series 2013A Bonds, if any;

(vii) the use and deposit of the proceeds of the Series 2013A Bonds;

(viii) the maturity dates and amounts, if any, of the Refunded Bonds to be refunded by the Series 2013A Bonds;

(ix) the amount, use and deposit of any funds of the City legally available to provide for the refunding of the Refunded Bonds (including monies held by the City for payment of debt service on the Refunded Bonds); and

(x) any other provisions deemed advisable by the Designated Officer not materially in conflict with the provisions of this Resolution.

Immediately following the date and time specified in the Official Notice of Bond Sale attached to the Official Statement for the receipt of bids for the purchase of the Series 2013A Bonds, the Designated Officer shall obtain such information as he or she deems necessary to make such determinations as provided above and to determine the bid of the responsible bidder that results in the lowest effective interest rate to the City (the *"Best Bidder"*). Thereupon, the Designated Officer shall make such determinations as provided above, shall award the bid to the Best Bidder and shall execute the Certificate of Determination containing such terms and provisions of the Series 2013A Bonds, which execution shall be conclusive evidence of the awarding of such bid to the Best Bidder and the action or determination of the Designated Officer as to the matters stated therein. If the Designated Officer determines that it is in the best interest of the City, the Designated Officer may (1) waive any irregularity or informality in any bid or in the electronic bidding process; and (2) reject any and all bids for the Series 2013A Bonds.

(c) The Series 2013A Bonds shall be subject to redemption prior to maturity as provided in the Indenture.

(d) The form of the Series 2013A Bonds set forth in the Supplemental Indenture, subject to appropriate insertion and revision in order to comply with the provisions of the Indenture, is hereby approved.

(e) The Series 2013A Bonds shall be special obligations of the City, payable from and secured by a pledge and assignment of the Net Revenues (as defined in the Indenture) derived by the City from the operation of its System (as defined in the Indenture) for the distribution of water, and certain funds established under the Indenture, subject to the application of the Net Revenues upon the terms and conditions set forth in the Indenture. The Series 2013A Bonds shall not be obligations of the State of Utah or any other political subdivision thereof, other than the City, and neither the faith and credit nor the taxing or appropriation power of the State of Utah or any political subdivision thereof, including the City, is pledged to the payment of the Series 2013A Bonds. The Series 2013A Bonds shall not constitute general obligations of the City or any other entity or body, municipal, state or otherwise.

*Section 3. Approval of General Indenture and Approval and Execution of Supplemental Indenture.* The General Indenture and the Supplemental Indentures, in substantially the forms attached hereto as *Exhibits A* and *B*, respectively, are hereby authorized and approved, and the Mayor is hereby authorized, empowered and directed to execute and deliver each Supplemental Indenture on behalf of the City, and the City Recorder is hereby authorized, empowered and directed to attest such execution and to countersign, and to affix the seal of the City to each Supplemental Indenture, with such changes to each Supplemental Indenture from the forms attached hereto as are approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval. The provisions of the General Indenture and the Supplemental Indentures, as executed and delivered, are hereby incorporated in and made a part of this resolution. The General Indenture and the Supplemental Indentures shall constitute a "system of registration" for all purposes of the Registered Public Obligations Act of Utah.

*Section 4. Approval of Continuing Disclosure Undertaking.* A Continuing Disclosure Undertaking relating to each series of Bonds (the *"Continuing Disclosure Undertaking"*), in substantially the form attached hereto as *Exhibit D* is hereby authorized and approved, and the Mayor is hereby authorized, empowered and directed to execute and deliver each Continuing Disclosure Undertaking on behalf of the District, and the City Recorder is hereby authorized, empowered and directed to affix the seal of the District and to attest such seal, with such changes to each Continuing Disclosure Undertaking from the form attached hereto as are approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval.

*Section 5. Approval of Official Statement.* (a) An Official Statement of the City is hereby authorized in substantially the form presented at this meeting and in the form attached hereto as *Exhibit E* (the *"Official Statement"*), with such changes, omissions, insertions and revisions as the Mayor shall deem advisable, including the completion thereof with the information established at the time of the sale of the Series 2012B Bonds and the Series 2013A Bonds by the Designated Officer and set forth in the respective Certificate of Determination. The Mayor shall sign and deliver the respective Official Statement to the Series 2012B Purchaser or the Series 2013A Purchaser, as applicable, for distribution to prospective purchasers of the respective Bonds and other interested persons. The approval of the Mayor of any such changes, omissions, insertions and revisions shall be conclusively established by the Mayor's execution of the Official Statement.

(b) The use and distribution of an Official Statement in preliminary form (the *"Preliminary Official Statement"*), in substantially the form presented at this meeting and in the form attached hereto as *Exhibit E*, is hereby authorized and approved, with such changes, omissions, insertions and revisions as the City Treasurer shall deem advisable. The Mayor, the City Recorder and the City Treasurer are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to deem final the Preliminary Official Statement within the meaning and for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission, subject to completion thereof with the information established at the time of each series of Bonds. The Mayor, the City Recorder and the City Treasurer are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to provide for the issuance, sale and delivery of the Bonds, and any actions taken thereby for purposes of deeming each Official Statement to be final for purposes of Rule 15c2-12 of the Securities and Exchange Commission are hereby authorized, ratified and confirmed.

*Section 6. Other Certificates and Documents Required to Evidence Compliance with Federal Tax Laws.* Each of the Mayor and the City Recorder is hereby authorized and directed to execute such other certificates and documents as are required to evidence compliance with the federal laws relating to the tax-exempt status of interest on the Bonds.

*Section 7. Other Actions With Respect to the Bonds.* The officers and employees of the City shall take all action necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all action necessary in conformity with the Act to carry out the issuance of the Bonds, including, without limitation, the execution and delivery of any documents required to be delivered in connection with the sale and delivery of the Bonds. If (a) the Mayor or (b) the City Recorder shall be unavailable to execute or attest and countersign, respectively, the Bonds or the other documents that they are hereby authorized to execute, attest and countersign the same may be executed, or attested and countersigned, respectively, (i) by the Mayor pro tempore or (ii) by any Deputy City Recorder.

*Section 8. Notice of Bonds to be Issued.* In accordance with the provisions of Section 11-14-316 of the Local Government Bonding Act, the City Recorder shall cause the "Notice of Bonds to be Issued," in substantially the form attached hereto as *Exhibit F*, to be published one time in *The Park Record*, a newspaper of general circulation in the City, and shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in her office for public examination during the regular business hours of the City until at least thirty (30) days from and after the date of publication thereof.

For a period of thirty (30) days from and after publication of the Notice of Bonds to be Issued, any person in interest shall have the right to contest the legality of this Resolution or the Bonds hereby authorized or any provisions made for the security and payment of the Bonds. After such time, no one shall have any cause of action to contest the regularity, formality or legality of this Resolution or the Bonds or any provisions made for the security and payment of the Bonds for any cause.

*Section 9.* *Reimbursement.* For the purpose of satisfying certain requirements under the Internal Revenue Code of 1986, the City reasonably expects to reimburse the Expenditures with the proceeds of the Bonds to be issued in the maximum principal amount of $5,600,000.

*Section 10.* *Resolution Irrepealable*. Following the execution and delivery of the Indenture, this resolution shall be and remain irrepealable until the Bonds and the interest thereon shall have been fully paid, cancelled, and discharged.

*Section 11.* *Severability*. If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

*Section 12.* *Effective Date*. This resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the City Council of Park City, Utah, this 8th day of November, 2012.

PARK CITY, UTAH

By____________________________________

Mayor

[SEAL]

ATTEST AND COUNTERSIGN:

By__________________________________

City Recorder

APPROVED AS TO FORM:

By ____________________________________

City Attorney

X

# EXHIBIT A

[ATTACH GENERAL INDENTURE OF TRUST]

**EXHIBIT B**

[ATTACH FORM OF SUPPLEMENTAL INDENTURE]

**EXHIBIT C**

[ATTACH FORM OF CERTIFICATE OF DETERMINATION]

**EXHIBIT D**

[ATTACH FORM OF CONTINUING DISCLOSURE UNDERTAKING]

## EXHIBIT E

[ATTACH FORM OF OFFICIAL STATEMENT]

## **EXHIBIT F**

### **NOTICE OF BONDS TO BE ISSUED**

NOTICE IS HEREBY GIVEN pursuant to the provisions of Sections 11-14-316 and 11-27-4 of the Utah Code Annotated 1953, as amended, that on November 8, 2012, 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 and refunding bonds in one or more series (the *"Bonds"*) in an aggregate principal amount of not to exceed Nine Million One Hundred Thousand Dollars, to mature in not more than sixteen years from their date or dates, to bear interest at a rate or rates not to exceed four percent per annum, and to be sold at a discount from par of not to exceed one percent. The purchaser or purchaser will be required to make a good faith deposit in connection with its agreement to purchase the Bonds.

The Bonds are to be issued and sold by the City pursuant to (1) the Resolution, (2) a General Trust Indenture (the *"General Indenture"*) between the City and Zions First National Bank (the *"Trustee"*), and (3) one or more Supplemental Trust Indentures (the *"Supplemental Indentures"*) between the City and the Trustee, supplementing the General Indenture. The Supplemental Indentures will be executed and delivered 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, *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, (b) refunding, if economically desirable in the City's judgment, all or a portion of the City's currently outstanding Water Revenue Bonds, Series 2006 (the *"Refunded Bonds"*) (c) funding reserves and (d) paying certain costs relating to the issuance of the Bonds, all as set forth in the Resolution, the General Indenture and the Supplemental Indentures. The aggregate principal amount of the Bonds, if any, issued for the purpose of refunding the Refunded Bonds may exceed the aggregate principal amount of the Refunded Bonds. The City reserves the right to issue Bonds for the purpose described in clause (a) without issuing the Bonds for the purpose described in clause (b).

The Bonds shall be payable from and secured by the revenues of the City's water system and certain other funds, as more particularly described in the Indenture.

A copy of the Resolution (including a copy of the General Indenture and a draft of a Supplemental Indenture) 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 Indenture and draft of a Supplemental Indenture) 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 General Indenture and the Supplemental 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 8th day of November, 2012.

PARK CITY, UTAH

By ______________________________

City Recorder

**PARK CITY HOUSING AUTHORITY**
**SUMMIT COUNTY, UTAH**
**NOVEMBER 8, 2012**

PUBLIC NOTICE IS HEREBY GIVEN that the Housing Authority of Park City, Utah will hold its meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah at 6 p.m., as described below on Thursday, November 8, 2012.

**I ROLL CALL**

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

**III MINUTES OF MEETING OF MARCH 3, 2011**

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

Consideration of an amendment to the Silver Star affordable Housing Plan

**V ADJOURNMENT**

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

Posted: 10/29/12
See: www.parkcity.org

**PARK CITY HOUSING AUTHORITY**
**SUMMIT COUNTY, UTAH**
**MARCH 3, 2011**

## I ROLL CALL

Chairman Dana Williams called the meeting of the Housing Authority to order at approximately 6:45 p.m. at the Marsac Municipal Building on Thursday, March 3, 2011. Members in attendance were Dana Williams, Alex Butwinski, Joe Kernan, Cindy Matsumoto, and Liza Simpson. Candace Erickson was absent and excused. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; and Rhoda Staffer, Housing Specialist.

## II PUBLIC INPUT *(Any matter of Housing Authority business not scheduled on agenda)*

None.

## III MINUTES OF MEETING OF NOVEMBER 19, 2009

Liza Simpson, "I move we approve the minutes of November 19, 2009". Joe Kernan seconded. Motion carried.

| | |
|---|---|
| Alex Butwinski | Aye |
| Candace Erickson | Absent |
| Joe Kernan | Aye |
| Cindy Matsumoto | Aye |
| Liza Simpson | Aye |

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

Consideration of acceptance Physicians Holdings Affordable Housing Plan for the Medical Office Building Project located at Quinns Junction – Rhoda Stauffer explained that the affordable housing requirement is outlined in the approved IHC/USSA/Burbridge annexation agreement. The annexation area is located in the Community Transition Zone and affordable housing is regulated by Resolution No. 17-99 resulting in 4.99 affordable housing unit equivalents or about 3,996 square feet. The resolution requires housing for 20% of employees generated and the CT Zone adds another 10% AUEs. The Housing Authority deferred all but 1.24 of these AUEs in November 2009 based on a request from the applicant and on the fact that most of the practices in the building were not new but are existing businesses moving from other parts of town.

Ms. Stauffer clarified that the applicant is now proposing to purchase lots and construct two units which will fulfill the entire obligation. Staff is in agreement with the proposal and recommends moving ahead because it removes administrative monitoring, creates units now and provides revenue for the Park City Heights Project. The conditions of approval provide that the applicant purchase two City lots and construct two single family homes totaling at least 3,996 square feet. Should the applicant not complete the purchase, a financial guarantee will be required. The applicant has 15 months from the purchase of those lots to construct and sell the units. The deed restrictions will be drafted in accordance with Resolution No. 17-99 and units must be owner-occupied. No future certificates of occupancy for additional offices will be issued until this obligation is fulfilled or the financial guarantee posted.

Discussion ensued on the smaller size of the Snow Creek Cottages units. Bill Pidwell, Physicians Holdings, interjected that they are not opposed to building three smaller units totaling 3,996 square feet. Mark Harrington advised that purchase of the property is a separate action and the affordable housing plan is the only item before board members tonight. The Mayor invited public input; there was none. Liza Simpson, "I move we accept Physicians Holdings Affordable Housing Plan for the Medical Office Building Project located at Quinns Junction". Joe Kernan seconded. Motion carried.

| | |
|---|---|
| Alex Butwinski | Aye |
| Candace Erickson | Absent |
| Joe Kernan | Aye |
| Cindy Matsumoto | Aye |
| Liza Simpson | Aye |

## V ADJOURNMENT

With no further business, the meeting of the Housing 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, City Recorder

# Park City Housing Authority
# Staff Report

**Author:** Rhoda J. Stauffer, Sustainability Team
**Subject:** Amendment to the Affordable Housing Plan for Silver Star at Park City
**Date:** November 8, 2012
**Type of Item:** Administrative

**Summary Recommendation**: Affirm prior direction on a change in fulfillment of the Housing Plan for Silver Star at Park City, approve amendment to the Silver Star Deed Restrictions to change 10 rental units to 10 owner occupied units, and expand the definition of Qualified Individual.

**Topic/Description:** Affordable Housing – change in tenure of units with no change in number of Affordable Unit Equivalents (AUE).

**Background:** On March 23, 2006, the Park City Housing Authority approved the Housing Plan submitted by Paladin Development for the Spiro Tunnel Master Planned Development (Silver Star at Park City) pursuant to Housing Resolution 17-99. The plan was to build 10 for-sale units and 10 seasonal rental units with a total square footage equal to the required 16.25 AUEs generated by Silver Star at Park City (a total of 13,000 s.f. of affordable housing space that was reduced to 12,126 s.f. through a Housing Resolution 17-99 provision that allows for reduced number of units in exchange for targeting to very low income households - 45% of AMI and below). The approved plan stipulated that rental units would be used as seasonal employee housing, primarily for Sundance Institute in the winter and for program participants of the Spiro Arts Artist in Residence program during summer months. Rental units are furnished and include six (6) two bedroom units and four (4) studios. Minutes and Staff Report from the March 23, 2006 meeting are attached as Exhibit B.

Paladin Development is requesting that the seasonal rental units be converted to for-sale housing (Exhibit A).

The Silver Star Affordable Housing Plan provides for the conversion of seasonal use to permanent housing. In the event that Sundance Institute and the Spiro Arts program will no longer utilize the units for seasonal housing, the units may be rented long-term or sold to qualified buyers. See Staff Report that recommends inclusion of this option in the housing plan (page 4 of Exhibit B under section titled "Seasonal Rental" which modifies the original proposal presented by the developer). Letters are also included from Sundance Institute and Spiro Arts in exhibit A.

**Analysis:** Paladin Development Partners requests that rather than convert these units to long-term rentals, they be sold to qualified buyers. Paladin has established a partnership with Zions Bank to provide individual mortgages, which ensures that homebuyers can find an affordable mortgage product. In addition, if buyers have difficulty qualifying for a mortgage, Paladin will allow for up to two units to be sold on a "lease/purchase" basis – see page 1 of Exhibit A. Paladin has stated willingness to work with qualified buyers wherever feasible.

Staff supports the Developer's plan to convert the seasonal units to year-round owner occupied housing as opposed to year-round rental housing for the following reasons:

1. In the 2012 Housing Assessment and Plan presented to City Council on August 30, 2012, staff reported that both rental and for-sale workforce housing is still needed in Park City.
2. While there is a need for year-round affordable rental units, the need is for units affordable to very-low-income households - those earning $35,000 and below. The Silver Star units do not meet this need because they are targeted to low and moderate income households, not very low income households.
3. The Silver Star units are well-built and the affordable owner-occupied units have been in high demand.
4. In the case where a qualified buyer might not qualify for a mortgage, up to two units will be made available through a lease/purchase program in order to assist households with low credit scores or other mortgage barriers to become homeowners.

The 2012 Housing Needs Assessment and Plan presented to City Council on August 30, 2012, which was an independent assessment, concluded that while Park City has come a long way towards meeting the affordable housing needs of its diverse population, there is still need for both rental and for-sale housing. In addition, the need for owner occupied units is as great or greater than the need for affordable rental units. As rentals, the Silver Star units would not meet the current, greatest need for very low income rental units as established by the Housing Market Assessment completed by James Wood of the University of Utah Bureau of Economic and Business Research in the fall of 2010. As documented by Mr. Wood, the current rental housing needs are those units affordable to very low and extremely low income households – those households earning $34,000 and below (rents of $672 and below). Currently the rent levels at Silver Star based on the 2006 Deed Restrictions do not meet this need (rents are currently between $744 and $960).

Therefore, Staff supports the request to sell these seasonal rentals since – if they remained as long-term rentals they would not be meeting the most critical rental market needs in Park City.

The change being proposed will require amendment of the Deed Restriction as follows:

- Section I beginning on page 2 would be removed in its entirety; and
- Section 2.1 on page 4 would be amended to include four studio units and six two-bedroom units in Building 25 – Unit #25-1to #25-10.

Since the number of units is not changing, parking will not be affected. However, Paladin Development Partners has agreed to assign 10 parking spaces in the underground structure for these units and allow up to six additional spaces for the two bedroom units on the plaza. This will ensure that the commercial users on the Silver Star Plaza will have more ground level parking than in past years and thus relieve pressure on the above ground parking which tends to be limited.

Paladin suggests that the Deed Restriction regarding sales of all units: Building 25, numbers 1-10 and Building 65, numbers 2-11 be amended as follows:

- Definition in Section 2.1 "Qualified Individual" (for owner-occupied units) would be changed as follows: *For purposes of this Section 2, Qualified Individual means a first time homebuyer, as defined by the US Department of Housing and Urban Development who is (i) currently employed ~~in the Park City limits~~ within the Park City School District boundaries for a minimum of 1,560 hours and has been continuously employed ~~in the Park City limits~~ within the Park City School District boundaries for a minimum of 1,560 hours per calendar year for the past 24 months and (ii) whose income does not exceed 150 percent of the Park City Workforce Housing Wage. A "Non-Qualified Individual" means (i) a person who is not a first time homebuyer as defined by the US Department of Housing and Urban Development, and (ii) is employed a minimum of 1,560 hours per calendar year within Summit County.*

Staff supports this suggested change to the definition of a "Qualified Individual". The change will bring the Silver Star Deed Restrictions into alignment with Park City's Housing Resolution 25-12 which states a preference for persons employed by businesses within Park City School District boundaries as opposed to only within the City limits.

**Department Review:** This Staff Report has been reviewed by the Planning Department, Sustainability, City Attorney's office and the City Manager.

**Alternatives:**

A. **Approve:** The Housing Authority could approve prior direction on the Silver Star at Park City Affordable Housing Plan as well as amend the Deed Restrictions, in a form approved by the City Attorney, to reflect that change and expand the definition of a "qualified individual" – **this is the recommendation of Staff.**
B. **Deny:** The Housing Authority could deny the request and recommend an alternative strategy.
C. **Modify:** The Housing Authority could propose modifications to the recommendation and request that Staff return with additional information or analysis.

**D. Continue the Item:** The Housing Authority could continue the item and direct Staff to return with additional information.

**E. Do Nothing:** The Housing Authority could do nothing which would allow needed affordable housing to be underutilized until a change can be made.

**Significant Impacts:**

| | World Class Multi-Seasonal Resort Destination (Economic Impact) | Preserving & Enhancing the Natural Environment (Environmental Impact) | An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact) | Responsive, Cutting-Edge & Effective Government |
|---|---|---|---|---|
| Which Desired Outcomes might the Recommended Action Impact? | | | + Residents live and work locally<br>+ Diverse population (racially, socially, economically, geographically, etc.) | + Engaged, capable workforce<br>+ Well-maintained assets and infrastructure |
| Assessment of Overall Impact on Council Priority *(Quality of Life Impact)* | | | Very Positive | Very Positive |

**Comments:** A positive review will ensure that affordable housing is more effectively utilized and meeting changing community needs. Also, a positive review will reflect the ability of government to respond to changing community needs.

**Funding Source:** Does not apply – no city funding is required.

**Consequences of not taking the recommended action:** Affordable, Deed Restricted housing will be underutilized.

**Recommendation:** Affirm prior direction on a change in fulfillment of the Affordable Housing Plan for Silver Star at Park City, approve amendment to the Silver Star Deed Restrictions to change 10 rental units to 10 owner occupied units, and expand the definition of Qualified Individual.

**Attachments:**

**Exhibit A –** September 20, 2012 request from Paladin Development Partners
**Exhibit B –** Silver Star Affordable Housing Plan (Minutes from March 23, 2006 Housing Authority Meeting, March 23, 2006 Staff Report, and October 26, 2005 Housing Plan Proposal submitted by Paladin Development Partners)
**Exhibit C –** Silver Star at Park City deed restriction

## Exhibit A

September 20, 2012

Rhoda J. Stauffer, Housing Specialist
Phyllis Robinson, Community & Public Affairs Manager
PARK CITY MUNICIPAL CORPORATION
P.O. Box 1480
Park City, UT 84060

Re: Amendment to Silver Star at Park City Affordable Housing Plan

Dear Rhoda and Phyllis:

Thank you for meeting with me on September 19, 2012 to discuss an amendment to the Affordable Housing Plan for the Silver Star at Park City project. As was discussed during our meeting, the lease agreement between Paladin Development Partners, L.L.C. ("Paladin") and Sundance has been amended to eliminate the obligation of Paladin to make available to Sundance any seasonal housing units.

Consequently, Paladin proposes that the ten affordable housing units located in Building N of The Silver Star Plaza Condominiums and which are identified as Units 25-1 through 25-10 be designated as "Owner-Occupied Units" rather than as "Seasonal Housing Units." Paladin proposes to sell the Units based upon the pricing guidelines set forth by HUD and approved by the Park City Housing Authority. As we discyussed during our meeting, we would make available at least two of these units in a "Lease to Own" option to potential buyers with the lease agreement providing that a portion of the rental payment made by the tenant each month could be applied to the purchase price for the affordable housing unit, if the tenant exercises the option to purchase. The "Lease to Own" option would only be made available to the initial purchaser of any of the Building N affordable housing units.

The parking spaces for the owners of the Building N affordable housing units would be located below ground in one of the parking garages within the Silver Star at Park City project.

As was discussed in the meeting, Paladin also proposes that the definition of "Qualified Individual" for purposes of the Silver Star at Park City Affordable Housing Plan be changed from the requirement that the homebuyer be "currently employed in the Park City limits" to the requirement that the homebuyer be currently "employed within the boundaries of the Park City School District."

Paladin hopes that these proposed amendments to the Silver Star at Park City Affordable Housing Plan are acceptable to the Park City Municipal Corporation Community Development and Affordable Housing Departments. If there are items that need further discussion or clarification, please do not hesitate to contact me at 640-5068.

Sincerely,

Rory Murphy
Paladin Development Partners, L.L.C.

October 31, 2012

To: Ms. Rhoda Stauffer, PCMC, Affordable Housing Coordinator
From: Rory Murphy
RE: Parking for Affordable Units

Dear Rhoda,

Pursuant to our conversation, I have prepared this memo which requests that the ten affordable housing units located at the Affordable Housing North Building be allocated one parking space each as part of Paladin's recent proposal to amend the use from seasonal use to owner-occupied use. The PCMC Code asks for one space per bedroom. The unit composition is four (4) one-bedrooms and six (6) two-bedrooms. This total is sixteen (16) bedrooms, which, by current code, would have to generate sixteen (16) parking spaces.

Silver Star has on-going parking issues that are very well managed by the staff that works there. We have a very diverse group of users that change from day-to-day and even hour-to-hour. The result is that the parking management is an on-going issue, especially during times of heavy usage. Given the constantly changing dynamic of the surface parking lot and the thought that it would be burdensome to add more assigned spaces to the mix, we are proposing to assign parking for the ten affordable units that are proposed to be owner-occupied underground. While Silver Star has an abundance of controlled underground parking, we do not have unlimited space, particularly if they are assigned.

In that light, we are proposing that each of the ten units be allocated one parking space each and six additional spaces on an "as needed" basis. That is not to say we cannot accommodate the occasional extra car, simply that we can't assign too many spaces as it takes away our ability to be flexible as we continually adapt to the ever-changing needs of Silver Star. In fact, the two bedroom and three bedroom market units at Silver Star are only assigned one space each. The rest are flex spaces and it is designed that way. The property is centrally located and is on the bus route. It is pedestrian-friendly for the resorts and donwtown life.

We have a very active HOA at Silver Star and strive to accommodate all of the disparate uses. We need to continue to give the HOA the tools it needs to be flexible and at the same time give the unit owners the assurance that their space will be available. Thank you for your consideration of this proposal, as always we appreciate your feedback and suggestions.

Take care,

Rory Murphy
Paladin Development Partners, LLC

Ms. Rhoda Stauffer
Housing Specialist

Dept: Sustainability
Div: Community
435.615.5152
*rhoda.stauffer@parkcity.org*

October 31, 2012

Dear Ms. Stauffer:

Starting with the 2013 summer season, Spiro Arts will no longer be using the affordable housing units at Silver Star. Please let me know if you have any questions or concerns regarding this manner.

Sincerely yours,

Justin Parisi-Smith

Executive Director
435.649.6258
*justin@spiroarts.org*

SPIRO ARTS
Workshops and Residencies at Silver Star in Park City

DISCOVERING AND DEVELOPING INDEPENDENT ARTISTS AND AUDIENCES

# SUNDANCE INSTITUTE

- FILM FESTIVAL
- FEATURE FILM
- DOCUMENTARY
- FILM MUSIC
- THEATRE

Park City Municipal Corporation
Rhoda Stauffer
445 Marsac
P.O. Box 1480
Park City, UT 84060

Dear Ms. Stauffer,

This is to confirm that under the Commercial Lease dated September 1, 2012 between Sundance Institute as tenant and Paladin Development Partners as landlord, Sundance Institute has no rights or obligations with respect to the "affordable housing" units within the Silver Star development.

Please don't hesitate to contact me with questions.

Sincerely,

Laurie G Hopkins

Laurie G. Hopkins
Director of Budgeting and Administration

www.sundance.org

1825 Three Kings Drive
Park City, Utah 84060
PHN 435.658.3456, FAX 435.658.3457

Utah Mailing:
P.O. Box 684429
Park City, Utah 84068

5900 Wilshire Boulevard, Suite 800
Los Angeles, California 90036
PHN 310.360.1981, FAX 310.360.1969

180 Varick Street, Suite 1330
New York, New York 10014
PHN 646.822.9564

**PARK CITY HOUSING AUTHORITY MEETING**
**SUMMIT COUNTY, UTAH**
**MARCH 23, 2006**

**Exhibit B**

## I ROLL CALL

Mayor Dana Williams called the meeting of the Park City Housing authority to order at 6:15 p.m. at the Marsac Municipal Building on Thursday, March 23, 2006. Members in attendance were Dana Williams, Marianne Cone, Candace Erickson, Roger Harlan, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; and Phyllis Robinson, Project Manager.

## II PUBLIC INPUT

Joe Tesch, Attorney, presented information about the Silver Creek Village Center, a 1,000 unit development proposal that has been filed with Summit County. He noted that 200 of the units will be affordable (free-standing single family, townhouses and condominiums) at approximately $250,000. If communities like Park City allowed developers to buy them down further as part of the Affordable Housing Policy, they could reduce the prices to approximately $150,000. He asked the Housing Authority to consider whether this was something they could include when they revise the Affordable Housing Policy.

## III MINUTES OF MEETING OF JANUARY 26, 2006

Roger Harlan, "I move approval of the minutes of January 26, 2006". Marianne Cone seconded. Motion unanimously carried.

## IV NEW BUSINESS

Approval of Spiro Tunnel Master Planned Development (Silver Star at Park City) Affordable Housing Plan – Paladin Development - Project Manager Phyllis Robinson presented the Staff Report requesting approval of the proposed housing mitigation plan for the Silver Star at Park City. Project developer, Rory Murphy, was present

Ms. Robinson explained the mitigation plan was based on requirements of Housing Resolution 17-99. The applicant has submitted a plan for 16.25 affordable unit equivalents that will be configured as eleven for-sale condominium units and ten seasonal rental units. The price point for owner-occupied units is between 45-50% of area medium income (AMI), between $125,000-$140,000. Rental units will be similarly priced, exclusive of utilities. The condominium units will be for sale within the community and will be deed restricted for a minimum of forty years. If the market indicates a continued need for affordable housing, restrictions would be renewed for an additional ten years, with similar reviews every decade as long as the units remain in the affordable/employee housing pool.

Rental units are proposed for seasonal housing, primarily for Sundance Film Festival employees during the winter season and Artist in Residence programs during the summer season. Ms. Robinson explained the provision of seasonal housing on site removes competition from the general market. However, Staff is comfortable with the master lease that would be negotiated between Paladin and Sundance Film Festival which makes units available for general rental through Mountainlands Community Housing Trust should Sundance not lease any or all of the units in a given year.

Ms. Robinson explained for Joe Kernan that the deed restriction followed the land and continued until the developer requested that it be reviewed.

Roger Harlan expressed concern about establishing a precedent for the developer to determine who a portion of the occupants may be. In the case of seasonal housing, Ms. Robinson explained the importance of the master lease agreement so units were retained as seasonal housing. Attorney Mark Harrington stated this did not create a precedent and most exiting programs have been developer-operated.

Mayor Williams felt it was consistent with City policies, and commented that Sundance is an anchor commercial tenant. He relayed that the Montage Task force has discussed the importance of creating housing for the employees they generate. Jim Hier concurred it was not inconsistent for the person providing housing to have a first-shot at providing it to employees, as long as they qualify under all other conditions.

Roger Harlan argued that this project was not creating Sundance; it was just giving Sundance Film Festival a commercial home. Mr. Hier felt that regardless of who occupied it, the move of Sundance created additional employment that would require additional year round, and seasonal, employment.

Mr. Harlan stressed he would prefer that five or six of the units be managed by Mountainlands Community Housing. Rory Murphy stressed that Paladin would remain responsible for the units through the master lease and they would be responsible for monitoring the property. He added that of the ten for sale units, they would like to sell two to their maintenance staff.

Candace Erickson indicated one of her major apprehensions with this development was additional traffic. If employees and living and working there, it cuts commuter traffic in the neighborhood.

**Candace Erickson, "I move approval of the housing mitigation plan for the Spiro Tunnel Master Planned Development (Silver Star at Park City". Joe Kernan seconded. Motion unanimously carried.**

**V ADJOURNMENT**

With no further business, the Housing Authority Meeting adjourned at 6:30 p.m. The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and be delivery to the news media two days prior to the meeting.

Prepared by Sharon Bauman

# Park City Housing Authority
# Staff Report

Executive

**Author:** Phyllis McDonough Robinson
**Subject:** Housing Obligation for Spiro Tunnel Master Planned Development
**Date:** March 23, 2006
**Type of Item:** Administrative

**Summary Recommendations**: Approve the proposed housing mitigation plan for the Spiro Tunnel Master Planned Development (Silver Star at Park City).

**Description:**

**Topic:** Affordable Housing

**Background:** On October 27, 2004 the Park City Council approved the Master Plan Development for the Spiro Tunnel Master Planned Development (Silver Star at Park City Project). One of the conditions of approval is the submission and approval of a Housing Mitigation Plan by the Park City Housing Authority. The Master Plan Development was approved under Housing Resolution 17-99 and its housing mitigation plan is subject to the Housing Guidelines and Standards of that Resolution. The Applicant is required to satisfy an affordable housing requirement of 17 – 18.5 affordable unit equivalents. The residential component mitigation is 14.55. The commercial component will be 2.5 – 4.0 affordable unit equivalents depending upon the final commercial configuration. An affordable unit equivalent is 800 square feet.

**Analysis**
The Applicant has submitted a housing plan that meets the intent and spirit of the requirements of Housing Resolution 17-99. The general preference for fulfilling a housing obligation is the development of housing units. The applicant proposes to fulfill completely its housing obligation on-site through a combination of ownership and rental units. The following is an analysis of the proposed mitigation plan.

***Proposed Mitigation Plan***
The Applicant has submitted an affordable housing plan for 16.25 affordable unit equivalents configured as 11 for-sale condominium units and 10 seasonal rental units. The units would be located in the center of the project adjacent to the historic mine buildings.

***Owner Occupied Housing***: The Applicant is proposing 11 one-bedroom condominium units of approximately 600 square feet. These units would be deed restricted in a form acceptable to the City Attorney and would address issues including, but not limited to qualification priority option, limits on the sales price of the unit, nightly rental prohibitions, rental restrictions (other than the units that the Applicant might retain for its maintenance personnel) and term of affordability. The City will hold a right of first refusal.

***Seasonal Rental***: The Applicant is proposing four one-bedroom units of approximately 400 square feet and six two-bedroom units of approximately 775 square feet. The units would be available during the winter season (approximately October 1 – February 28) as housing for Sundance employees and during the summer season as housing for the Artist in Residence Program from approximately May 1 – September 30. The units would be deed restricted in a form acceptable to the City Attorney and would address issues including, but not limited to the targeted residents, rental rate limits, nightly rental prohibitions and term of affordability. Staff is concerned with the long-term effectiveness of the seasonal units. It is staff's recommendation that should either seasonal use cease, the units would be available for rental housing to other seasonal uses, for use by City employees or as general community rental housing. Should both seasonal uses be discontinued during the term of affordability, the units would revert to year-round housing either rental or owner-occupied.

***Term of Affordability***: The minimum term of affordability is 40 years with the preference for perpetuity. At the expiration of the initial 40-year term, the City shall assess the continued need for this Unit. Should the City determine a continuing need for these units, the term of this agreement shall be renewed for an additional ten years. A similar review as to the continued need for the affordable unit shall be conducted every decade as long as the Unit remains in the affordable/employee housing pool. This is consistent with current deed restrictions.

***Unit Equivalents:*** The proposed mitigation plan would have a deficit of .75 to 2.25 affordable unit equivalents. The Applicant has proposed addressing the deficit by either (1) lowering the median income of the project to 45 percent or less. Under the current housing resolution, the applicant would receive a credit of .25 unit equivalents for each unit affordable to a household with an income at 45% of AMI, of (2) making an in lieu payment for the remaining affordable unit equivalents. Staff preference would be for the lower AMI target as it results in a lower base rent or sales price. Staff is requesting the flexibility to work with the applicant on the remaining .75 to 2.25 affordable unit equivalents in order to create the most beneficial project. This may include a small in lieu payment should the mitigation result in a fractional unit.

***Timing of Construction***: The Applicant is proposing to begin construction Summer 2006. The first Certificates of Occupancy for the overall project are not anticipated before Fall 2006. The affordable housing project would be bonded and include some completion dates. The MPD requires that the developer shall comply with the Affordable Housing requirements prior to receiving any certificate of occupancy. Staff would be satisfied that the Applicant has demonstrated substantial compliance with the affordable housing requirements should the above conditions be met.

***Consistency with Spiro Tunnel MPD Development Agreement:*** Planning Staff reviewed the Housing Plan and found it consistent with the Spiro Tunnel MPD Development Agreement. In addition to the Housing Plan, Planning Staff has received a site plan and architectural details for these two buildings. The site plan is consistent with the approved site plan associated with the Spiro Tunnel MPD and the buildings meet all setback requirements. The architectural elevations are consistent with the architecture approved for the townhouses and condominiums as part of the MPD. Staff has not approved the final architecture or the details, materials, and colors.

The Applicant has received a sample deed restriction that will serve as the template for this property.

**Department Review:** This Planning and Legal Departments and the City Manager reviewed this report.

**Alternatives:**

- **Approve the Request:**

The Housing Authority could approve the housing mitigation plan subject to the conditions outlined in the staff analysis for the Silver Star project.

- **Deny the Request:**

The Housing Authority could deny the request and recommend an alternative mitigation strategy for the Silver Star project.

- **Continue the Item:**

The Housing Authority could continue the item and direct Staff to return with additional information.

**Significant Impacts:**
The approval of the Silver Star housing mitigation plan is consistent with the City's Housing Guidelines and Standards. It will result in the production of affordable housing concurrent with the market rate development.

**Consequences of not taking the recommended action:**
The consequence of not taking the recommended action is that of timing delay for the overall Silver Star Development and the creation of affordable units.

**Recommendation:**
Staff recommends that the Park City Housing Authority approve the Silver Star Housing Plan subject to the conditions outlined in the staff report.

**Attachments:**
Exhibit A: Silver Star Housing Plan proposal.

SILVER STAR
AT PARK CITY

October 26, 2005

Mrs. Phyllis Robinson
Affordable Housing Director
Mrs. Kirsten Whetstone
Senior Planner
Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060

**RE: Silver Star Affordable Housing**

Dear Phyllis and Kirsten:

Pursuant to our earlier conversations and correspondence, we are respectfully submitting this affordable housing proposal for the Silver Star at Park City project. Hopefully this proposal will fulfill the necessary requirements to satisfy our affordable housing obligations that have been incurred as a result of our entitlement for the development. However, we are submitting this plan with the clear understanding that it is subject to your review and the Council's ratification. In that vein, we welcome any comments you may have on how to make this a better plan.

**Silver Star's Affordable Housing Obligation**

On October 27th, 2004, the Park City Council ratified the master plan for the Silver Star at Park City project. One of the conditions of approval was developing an acceptable affordable housing plan to mitigate the project's impacts on the community's resources. It is well-established that in a community such as Park City, where the service economy dominates and real estate is at a premium, the affordable housing need is very acute. As per the Silver Star Master Plan Development Agreement, Silver Star was entitled to have 97 residential ERU's and 14,500 square feet of commercial space.

As per the PCMC affordable housing code, the requirement for residential affordable housing is straightforward at 15% of the density allocation. The commercial component is more complex, with employee generation numbers being the driving factor. Based upon earlier correspondence, we determined that our employee generation was approximately 50 employees. The affordable housing guidelines instruct that 20% of the generated employees must be accommodated. The Affordable Housing Guidelines are less clear in defining this requirement. We have discussed this on separate occasions and we have determined numbers from 2.5 to 4 ERUs to fulfill the commercial requirement.

Based on the Silver Star density allocation and above parameters, we will have an obligation that is based upon the following Table 1.0:

**Table1.0**

| Obligation Type | Number of ERUs | Factor | Affordable Housing Obligation |
|---|---|---|---|
| | | | |
| Residential | 97 | X 15% | 14.55 ERUs |
| Commercial | 14.5 (50 employees) | X 20% | 2.5-4.0 ERUs |
| | | | |
| Total **(rounding to 10ths)** | | | **17-18.5 ERUs** |

An affordable housing ERU is defined by the Guidelines as an 800 square foot two-bedroom unit. Therefore, the Silver Star project would be required to have between (17-18.5 X 800 square feet) 13,600 and 14,800 square feet of affordable housing obligations. It is encouraged by the guidelines that a variety of units be included in the proposal.

**Mitigating Factors**

The Guidelines also outline mitigating factors to be considered when developing an affordable housing plan. These mitigating factors can be analyzed to determine the overall effectiveness of the individual affordable housing plan. Mitigating Factors can be utilized to reduce affordable housing obligations, reduce Limitation Periods (as defined by the Code), implement affordable housing alternatives and/or determine the nature of the affordable use (i.e. seasonal or permanent housing, type of employee, etc.). The Guidelines leave a great deal of flexibility on these issues, however the bottom line is the desire and need to address the current lack of affordable housing for low and middle-income citizens of Park City.

Another mitigating factor that is used in the overall consideration of an affordable housing proposal is whether the construction is on or off-site. Park City's Affordable Housing Plan encourages the affordable housing units be constructed on site which, due to economic reasons, is rarely achieved in reality. The Silver Star project plans to construct 100% of its units on site. On-site construction is listed as the highest priority for meeting minimum requirements.

There was also language in the 1999 Guidelines for considerations that can be made for the preservation of historic structures. The Silver Star historic preservation efforts are some of the most extensive in Park City's history. Silver Star's affordable housing is located adjacent to the current historic buildings and is architecturally themed to be compatible with the existing architecture. Although historic preservation may no longer be considered a priority with affordable housing proposals, it is nonetheless been a mitigating factor in the past and is one that at least bears mentioning.

An additional mitigating factor is renting or selling affordable housing to individuals at or below the 45% median income level as defined by the HUD guidelines. Summit County has a median income for a family of four of $83,400. A 45% median income level would place the total income for the family of four at $37,530 ($83,400 X 45%). Arguably, this practice places affordable housing in the hands of those with the greatest need. Silver Star plans to incorporate at least a percentage of its affordable housing into 45% AMI programs.

**Proposal**

The Silver Star project proposes the following configuration of affordable housing to satisfy its affordable housing obligations. Silver Star's affordable housing would consist of two buildings, located in the center of the project adjacent to the historic mine buildings (please reference attached exhibit drawings, "Silver Star Development Affordable Housing South Building" and "Silver Star Development Affordable Housing North Building"). The total square footages and configurations are outlined in the following Table 2.

**Table 2.0**

| Building | # Units | # Bedrooms | Sq. Ft. per Unit | UE per Unit | Total UE's |
|---|---|---|---|---|---|
| | | | | | |
| South | 11 | 1 | 590 | 0.75 UE | 8.25 UE's |
| North | 4 | 1 | 400 | 0.50 UE | 2.00 UE's |
| North | 6 | 2 | 771 | 1.00 UE | 6.00 UE's |
| | | | | | |
| Totals | 21 | 27 | 12,716 | | 16.25 UE's |

*There is additionally an ADA accessible unit of 1,200 square feet in the South Building on the first floor and there is office space for the Sundance Institute in the North Building on the first floor.*

Silver Star's affordable housing obligation, as calculated in Table 1.0, is 17-18.5 UE's. As is apparent in Table 2.0, Silver Star is proposing 16.25 UE's of affordable housing leaving a deficit of 0.75-2.25 UE's of affordable housing. As an aside, we had originally anticipated including the 1,200 square foot ADA unit as affordable housing. This would have given us an additional 1.5 UE's and put us squarely within our obligation parameters. After discussions with Park City staff, it was determined that this was not an appropriate designation for an ADA unit and thus this unit was dropped from the affordable housing equation.

We would propose making up the additional UE obligation through one of two ways. The first would be to make an acceptable number of the units available to 45% (or less) AMI individuals and families to garner enough credits to bring us into full compliance. The other proposed alternative would be to make up any deficit with in-lieu payments. Silver Star would like to explore with the City which alternative is most favorable to the City's current housing situation.

Silver Star is proposing that all of the 10 units available in the North Building (six 800-sq.ft two bedroom and four 400 sq.ft one bedroom) be made available as seasonal housing for two distinct periods (both winter and summer). The first (winter) period would be to house Sundance seasonal employees from approximately October 1st through February 28th. The second (summer) period would house the participants in the Artists-in-Residence program that is slated for the Silver Star property. This period would be from May 1st through September 30th. The condominiums would thus be occupied almost year-round.

The Sundance film festival, which is recognized as an important piece of Park City's winter economics and overall marketability, will be headquartered at the Silver Star site in the old historic buildings. Sundance has an acute need for seasonal housing for its volunteers and low paid seasonal staffers. These employees are an important part of the fabric of Park City's society in and around the festival period. To date, housing opportunities for these employees have been sparse and logistically difficult. For example, it is not unusual for a large group of these employees to rent a single house in the Salt Lake Valley and commute everyday to Park City. Obviously, during the winter it is not easy to find inexpensive, adequate housing in Park City.

The Artists-in-Residence participants would be occupying the units from approximately May 1st through the end of September. Silver Star is particularly excited about this opportunity. We have been in serious discussions with the Sundance Institute, the Park City Jazz Foundation and the University Of Utah College Of Humanities regarding hosting events as early as summer, 2007. The units would be made available to the visiting artists as well as interested students and would be capped at the 45% AMI affordable housing rate that has been outlined in the Park City Housing Data Handbook. We feel that this is a tremendous cultural opportunity for Park City that has excellent potential moving forward. In addition, this keeps the units available for the Sundance employees during the seasonally difficult winter period.

Generally speaking, Park City's 1999 Affordable Housing Guidelines hierarchy of affordable housing assignments were that essential personnel, current Park City residents and current Park City employees be given priority over other applicants for the housing.

While Silver Star would like to house at least some of the maintenance personnel on site, we are open to discussing the tenant/owner list with Park City. Silver Star would prefer to retain some discretion in the awarding of these units to what is bound to be a substantial demand. After all, ski-in, ski-out affordable housing is not a common commodity in Park City (nor anywhere else).

In closing, we hope that this affordable housing proposal meets both the letter of the law and the spirit in which it was intended in regards to Silver Star's affordable housing obligations. If the Park City Municipal Corporation Community Development and Affordable Housing Departments are conceptually in favor of this proposal, we will formally submit the plat. If there are items that bear discussion, or need further clarification, please do not hesitate to contact us at 640-5068 or 647-5701.

Sincerely,

Rory Murphy
Paladin Development Partners, LLC

Encl. (2)

Fee Exempt per Utah Code
Annotated 1953 21-7-2

Exhibit C

WHEN RECORDED, RETURN TO:

~~Recorded at the request of and return~~
to: Park City Municipal Corp.
~~Attn: City Recorder~~
P.O. Box 1480, Park City, UT 84060

ENTRY NO. 00837983
02/19/2008 03:39:26 PM B: 1915 P: 0827
Restrictive Covenants PAGE 1/15
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
FEE 0.00 BY PARK CITY MUNICIPAL CORP

# RESTRICTIONS CONCERNING THE SALE AND RENTAL OF EMPLOYEE/AFFORDABLE HOUSING UNITS AT SILVER STAR

This Restrictions Concerning the Rental of Employee/Affordable Housing Units at Silver Star ("Agreement") is made and entered into as of the 1st day of November, 2007 (the "Effective Date"), by and between Paladin Development Partners, LLC, a Utah limited liability company ("Owner"), and Park City Municipal Corporation, a municipal corporation of the State of Utah ("City").

## RECITALS

A. Owner owns a certain development known as the "Spiro Tunnel Master Planned Development (Silver Star at Park City, a Minor Subdivision)" situated in Park City, Utah and more particularly described on Exhibit A which is attached hereto and incorporated herein by this reference ("Silver Star").

B. The City approved the Silver Star project as set fort in the Spiro Tunnel MPD Development Agreement dated October 27, 2004 ("Development Agreement". One of the conditions of approval was the submission and approval of a Housing Mitigation Plan by the Park City Housing Authority ("Housing Authority").

C. Owner submitted an affordable housing plan to the City and Housing Authority that was approved by the City on March 23, 2006 for 16.25 affordable unit equivalents configured as for-sale condominium units and ten (10) seasonal rental units located in the center of Silver Star adjacent to the historic mine buildings within the Silver Plaza Condominiums, and more particularly described as Units 25 - #1 to 25-#10 in Building N and Units 65-#2 to 65-#11 in Building O (the "Units").

D. In accordance with the requirements imposed by the City and the Housing Authority and as a condition to the development of Silver Star, the City has required that the Units be restricted to use as employee/affordable housing, and that the transfer and occupancy of the Units be restricted in the manner set forth in this Agreement.

## AGREEMENT

IN WITNESS WHEREOF, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SEASONAL HOUSING UNITS. Except as otherwise agreed by the City and Owner by amendment to this Agreement, the four (4) studio Units known and depicted as Units 25-#2, 25-#4, 25-#6 and 25-#8 and the six (6) two-bedroom Units known and depicted as Units 25-#1, 25-#3, 25-#5, 25-#7, 25-#9 and 25-#10 located in Building N at Silver Star shall be considered "Seasonal Housing Units". The principal purpose for the Seasonal Housing Units shall be to house seasonal employees with first preference given to seasonal employees of the Sundance Institute during the Fall/Winter season and/or individuals enrolled in the Artists-in-Residence program during the Spring/Summer season. In the event that both seasonal uses terminate, or that the Sundance Institute gives notice to Owner that it will not be using all the Seasonal Housing Units in a given year, Seasonal Housing Units may be rented to Qualified Individuals who are not engaged in such uses. Seasonal Housing Units shall be rented only to Qualified Individuals (defined below), pursuant to this Section 1.

1.1. DEFINITION. For purposes of this Agreement, "Qualified Individual" means a person who is either (i) a seasonal employee of the Sundance Institute; (ii) a participant in the Artists-in Residence Program, or (iii) a seasonal employee of a business located within the Park City Municipal Corporation boundaries. A "Non-Qualified Individual" in order of priority is (i) a winter seasonal employee of a business within the Park City School District Boundaries, or (ii) an employee of a business located within Summit County.

1.2. PREFERENCE TO QUALIFIED INDIVIDUALS. Owner shall utilize reasonable efforts to give preference to Qualified Individuals in renting the Unit, so long as: (i) the Qualified Individuals meet all the standard income, background, employment and other tenant checks, as uniformly and fairly applied to all prospective or renewal tenants; and (ii) giving such priority does not violate any applicable laws. Owner will not knowingly allow any tenant to sublease, assign or otherwise convey any interest in a lease to a person that is not a Qualified Individual. In the event that Owner uses reasonable efforts to rent to a Qualified Individual and no Qualified Individual is available, Owner shall have the right to rent to a Non-Qualified Individual. Owner must demonstrate to the City's satisfaction that it has made reasonable efforts to lease to a Qualified Individual.

1.3. LIMITATION ON RENTAL RATES AND TERMS. The rate at which the Owner shall rent a Unit shall not exceed the following rates ("Initial Maximum Rent"):

1.3.1. For Studio Units (i) Six Hundred Thirty Seven Dollars ($637) per month with renter being responsible for paying all utility charges, or (ii) Six Hundred Seventy-Five Dollars ($675) with Owner paying all utility charges for water, gas and electric service. The decision on the rent structure is at the sole discretion of the Owner and may be changed. Units shall be fully furnished including furniture, appliances, dishes and utensils and linens.

1.3.2. For Two-Bedroom Units: (i) Eight Hundred Two Dollars ($802) per month with renter being responsible for paying all utility charges or (ii) Eight Hundred Seventy-One Dollars ($871) if Owner is paying all utility charges for water, gas and electric service. The decision on the rent structure is at the sole discretion of the Owner and may be changed. Units shall be fully furnished by Owner including furniture, appliances, dishes and utensils and linens.

1.3.3. In all cases, the tenant shall be responsible for all other utilities including, but not limited to telephone service, cable or satellite TV, and internet service. The Initial Maximum Rent shall be adjusted on January 1 of each year by the annual percentage increase in the Consumer Price Index (defined below), using a base year of 2007.

1.4. CONSUMER PRICE INDEX. For the purposes of this Agreement, "Consumer Price Index" shall mean the Department of Labor and Commerce, Bureau of Labor Statistics consumer Price Index, All Urban for the Western Region.

1.5. RENT INCLUDED IN COMPENSATION. Rent for any Unit may be included as part of an overall employee compensation package. The value of this benefit shall not exceed the Initial Maximum Rent.

1.6. LEASE TERM. The minimum lease term for the Winter Season shall be four months continuously to the same tenant(s) who meets eligibility requirements.

1.7. VACANCY OF UNIT. Should the Unit become vacant for a period of more than thirty (30) consecutive days, the Owner of such Unit shall utilize reasonable efforts to rent the Unit, including without limitation giving the City written notice of such a vacancy, in which case the Unit shall become available for rent by a Qualified Individual, subject to the provisions of Section 1.2 above.

1.8. SALE OF SEASONAL UNIT FOR RENTAL PURPOSES. Owner shall have the right to sell or otherwise transfer the entirety of the four (4) studio Units known and depicted as Units 25-#2, 25-#4, 25-#6 and 25-#8 and the six (6) two-bedroom Units known and depicted as Units 25-#1, 25-#3, 25-#5, 25-#7, 25-#9 and 25-#10 located in Building N at Silver Star at such price and terms as Owner shall determine, so long as the purchaser of the Units agrees at all times to rent, and hold the Unit available for rent, to Qualified Individuals, and not for owner occupancy, and so long as this Agreement shall continue in effect with respect to the Unit. Units may not be sold individually for rental purposes.

1.9. SALE OF SEASONAL HOUSING UNITS FOR OWNER OCCUPANCY. None of the Seasonal Housing Units may be sold for owner occupancy without the prior written approval of the City, as evidenced by an amendment to this Agreement with respect to the affected Unit(s). The City's decision to approve the conversion of one or more Seasonal Housing Units to year-round owner-occupancy shall be based on an independent housing needs assessment, concluding that the need for owner-occupied affordable housing in Park City is as great as or greater than the need for affordable rental housing in Park City.

1.10 REPAIR AND MAINTENANCE. Owner covenants, agrees and warrants that the Unit is and will remain in good condition, suitable for occupancy including all furnishing provided by Owner. Owner shall cause the Unit to be maintained and operated in at all times in strict compliance with the terms of this Agreement, the condominium declaration associated with the Unit and other applicable laws, including City building and zoning codes. Subject to the terms and conditions of the condominium declaration for the Unit, if the Unit, or any part thereof, shall be damaged or destroyed, Owner will use reasonable efforts to promptly repair and restore the Unit to substantially the same condition as existed prior to the event causing such damage or destruction and thereafter to operate the Unit in accordance with the terms of this Agreement.

2. OWNER-OCCUPIED UNITS. Except as otherwise agreed by the City and Owner by amendment to this Agreement , "Owner-Occupied Units" means the ten (10) one-bedroom condominium Units known and depicted as Units 65-#2 to 65 -#11 in Building O at Silver Star, the absolute and sole purpose being that the purchasers of the Owner Occupied Units use the Owner-Occupied Units for personal occupancy. Units shall be sold to Qualified Individuals (defined below), pursuant to this Section 2.

2.1. DEFINITION. For purposes of this Section 2, Qualified Individual means a first time homebuyer, as defined by the US Department of Housing and Urban Development who is (i) currently employed in the Park City limits for a minimum of 1,560 hours and has been continuously employed in the Park City limits for a minimum of 1,560 hours per calendar year for the past 24 months and (ii) whose income does not exceed 150 percent of the Park City Workforce Housing Wage. A "Non-Qualified Individual" means (i) a person who is not a first time homebuyer as defined by the US Department of Housing and Urban Development, and (ii) is employed a minimum of 1,560 hours per calendar year within Summit County.

2.2. PREFERENCE TO QUALIFIED INDIVIDUALS. Owner shall utilize reasonable efforts to give preference to Qualified Individuals in purchasing a Unit, as: (i) the Qualified Individual meets all the standard income and underwriting practices as uniformly and fairly applied to all prospective buyers and (ii) giving such priority does not violate any applicable laws.

2.3. INITIAL SALES PRICE. The sales price for an Owner Occupied Unit shall be as follows:

| **UNIT NUMBER** | **INITIAL SALES PRICE** | **UNIT NUMBER** | **INITIAL SALES PRICE** |
|---|---|---|---|
| 101 | $183,000 | 204 | $158,000 |
| 102 | $148,000 | 301 | $193,000 |
| 201 | $188,000 | 302 | $178,000 |
| 202 | $163,000 | 303 | $168,000 |
| 203 | $153,000 | 304 | $173,000 |

2.4. INITIAL SALE OF UNITS. Developer shall conduct a selection process which gives priority to Qualified Individuals. A subsequent selection process may be held if units remain after the initial selection process for Qualified Individuals. The Developer may elect to reserve up to three units for sale to on-site employees during the initial sale of units.

2.5. RESALE OF UNIT. In the event that any owner of an Affordable Unit ("Unit Owner") other than Developer desires to sell an Affordable Unit, Unit Owner shall notify the City Attorney in accordance by delivering a written notice of such offer to the City (the "Option"). The date the Unit Owner delivers such notice to City shall be the "Offer Date".

2.6. OPTION TO CITY. The City shall have thirty (30) days after the Offer Date ("Option Period") to exercise the Option by delivering to the Unit Owner written notice of the City's exercise of the Option ("Exercise Notice"). City shall use its best efforts to notify the Unit Owner of the City's plans to exercise the Option as early as possible within the Option Period. If the City elects to exercise the Option, the City shall complete the acquisition of the Unit by paying to the Unit Owner the sales price as determined by the Resale Formula (as defined by Section 2.8, below) within thirty (30) days after delivering the Exercise Notice. If the City (i) notifies the Owner that it will not exercise the Option, (ii) fails to deliver to Owner the Exercise Notice within the Option Period, or (iii) exercises the Option but fails to close within thirty (30) days after delivering the Exercise Notice, the Option shall automatically terminate with respect to such sale or offering for sale, without the need for further notice or documentation.

2.7. SALE TO QUALIFIED INDIVIDUAL. Upon expiration or other termination of an Option with respect to a particular Unit, the selling Unit Owner shall then offer the Owner Occupied Unit for sale in accordance with City process in effect at the time of the sale to individuals on the list of Qualified Individuals (the "List") maintained by the City or its Designee.

2.8. SALE TO A NON-QUALIFIED INDIVIDUAL. If, after using reasonable efforts to sell the Owner Occupied Unit to a Qualified Individual, a Unit Owner shall request that (i) the City purchase the Unit, at the sales price determined by the Resale Formula, or (ii) that the City permit a Non-Qualified buyer to purchase the unit subject to the terms of these restrictions.

2.9. RESALE FORMULA. Following the initial sale of the Unit by the Developer, subsequent sales of Units shall be governed by "Resale Formula" that establishes the maximum permitted resale price of the unit. In no event shall a Unit be sold by the initial buyer and subsequent buyers for an amount in excess of the "Maximum Sales Price" the actual purchase price, plus (i) an increase of three percent (3%) of such price per year from the date of purchase to the date of Owner's notice of intent to sell (prorated at the rate of .25 percent for each whole month for any part of a year, plus Permitted Capital Improvements, minus depreciation, plus the sum of $250.00 to the City or its designee upon each transfer of ownership of a Unit. The Purchaser shall pay no more than the maximum sales price and shall not pay any real estate commissions, sellers closing costs or for capital improvements attached to the Unit that are not Permitted Capital Improvements. Permitted Capital Improvements are defined in Exhibit B. In no case shall Permitted Capital Improvements exceed five percent (5 %) of the Original Purchase Price.

2.9.1. MINIMUM STANDARDS. An owner will be required to maintain a minimum standard for the unit purchased in order to receive full resale value. (Exhibit C Minimum Standards) Prior to any sale of a unit, the City or Designee will determine a maximum sales price and conduct an inspection and provide a list to the Owner as to the items that will need to be done PRIOR to closing to get full value. If said inspection reflects items not met on the Minimum Standards for Seller to Receive Full Value table, the Seller shall be required to remedy those items. If the unit meets the standard criteria, the Property or Unit shall be sold for the Maximum Resale Price.

2.9.2. NO GUARANTY. Nothing herein shall be construed to constitute a representation or a guaranty by Developer or City that on sale owner shall obtain the maximum sales price.

3. <u>PERMITTED CAPITAL IMPROVEMENTS</u>. For the purpose of determining the Maximum Sales Price, an owner may add to the amount specified above the cost of Permitted Capital Improvements (as defined in Exhibit "B") in a total amount not to exceed 5.0% of the original purchase price. A 5% capital improvement maximum will be established for each new owner. In calculating such amount, only those Permitted Capital Improvements identified in Exhibit "B" hereto shall qualify for inclusion. It will be up to the homeowner to maintain the unit in good condition. This would include, but not be limited to, the condition of the roof, boiler and water heater, and appliances. All such Permitted Capital Improvements installed or constructed over the life of the improvements to the Unit shall qualify. However, the allowance permitted by this Paragraph is a fixed amount, which shall be calculated on a cumulative basis applicable to the original owner and all subsequent purchasers, and not exceed the maximum dollar amount set forth in this Paragraph. The cost of Permitted Capital Improvements shall be depreciated on a straight line basis at the rate of 5% per annum for ten years commencing one year from the date of the installation of each improvement. However, not withstanding anything to the contrary contained herein, City-approved in advance Permitted Capital Improvements exceeding 5% of the original purchase price that will be added to the Maximum Sales Price. City shall have sole discretion to allow or disallow Permitted Capital Improvements. If improvements exceeding the Permitted Capital Improvement amount are not approved in advance by City, they shall not be included in the Maximum Sales Price.

3.1. <u>OUT OF POCKET COSTS</u>. In calculating the costs under Paragraph 3, only the owner's actual out-of pocket costs and expenses as evidenced by receipts shall be eligible for inclusion. Such amount shall not include an amount attributable to owner's profit, labor ("sweat equity") or to any appreciation in the value of the improvements.

4. LENDER'S PERMITTED ADJUSTMENT TO MAXIMUM SALES PRICE. Notwithstanding anything to the contrary contained herein, 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 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.

5. MISCELLANEOUS. Nothing in this Agreement shall be interpreted to require a selling Owner to sell the Unit against that selling Owner's will. The Unit Owner shall have the right to obtain backup purchase offers to purchase the Owner Occupied Unit as long as those offers are conditioned upon satisfaction of the other rights and obligations of the Parties under this agreement.

6. TERM OF AGREEMENT. The term of this Agreement shall commence as of the date first set forth above and continue in full force and effect for a period not less than ninety-nine (99) years. Upon the expiration of the initial ninety-nine (99) year term, this Agreement shall be reviewed for additional consecutive ten (10) year terms, unless the City shall determine, based an independent housing needs assessment, that the Unit is no longer necessary to satisfy the affordable / employee housing needs in Park City. The Park City Housing Authority or its successor shall make the final determination of the continuing need for the Unit.

7. ANNUAL COMPLIANCE REPORT. Owner agrees to provide City with an annual compliance report to City by October 1 of each year during the term of the deed restriction. The annual compliance report will include the current rent levels and occupancy status for the rental units and any unit sales that occurred during the year including the sales price. The annual compliance report shall include a signed statement by Owner certifying that the units are in compliance with the terms of the deed restriction.

8. WAIVERS. Owner hereby waives any defenses, rights or remedies that it might otherwise assert against the City in connection with: (i) the application of the rule against perpetuities to this Agreement; or (ii) any claim that the covenants in this Agreement recorded against the Unit are not real covenants running with the land constituting the Unit. This waiver shall be binding upon and inure to the benefit of the successor and assigns of Owner and the City.

9. COMPLIANCE AND NON-DISCRIMINATION. At all times, Owner shall comply with all applicable federal and state housing laws, shall not discriminate against any tenant on the basis of race, sex, creed, sexual orientation, or color, and shall operate and manage the Units it owns in a consistent and uniform manner.

10. DISCONTINUANCE OF LIABILITY AFTER CONVEYANCE. Following the recording of a deed conveying the Unit to a purchaser, the transferor of the Unit shall have no further liability under this Agreement respecting the Unit, except to the extent caused by the negligence or intentional misconduct of the transferor.

11. SEVERABLE OBLIGATIONS AND LIABILITIES. The parties understand that the Units may eventually be owned by different individuals and entities. The owner of any particular Unit, and that Unit itself, shall not be liable for, or encumbered by, the obligations or liabilities under this Agreement associated with any other Unit or owner of any other Unit.

12. NON-RECOURSE. The various owners, members, directors, officers, managers, employees, agents and contractors of Owner shall have no personal liability, deficiency or recourse liability under this Agreement. Owner's liability under this Agreement shall be limited solely to Owner's interest in the Unit and the proceeds therefrom.

13. NOTICES. Any and all notices and demands by any party to any other party required or desired to be given hereunder shall be in writing and shall be validly given or made if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, sent by Federal Express or other similar courier service keeping records of deliveries and attempted deliveries, or served by facsimile transmission. Service by mail or courier shall be conclusively deemed made on the first business day delivery is attempted. Facsimile transmissions received during normal business hours on a business day shall be deemed made at the time of receipt. Facsimile transmissions not received during normal business hours on a business day shall be deemed made on the next business day. The parties may change their respective addresses for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the others, which notice of change of address, shall not become effective, however, until the actual receipt thereof by the others.

Any notice or demand to Owner shall be addressed to Owner at the following address:

Paladin Development Partners, LLC
P.O. Box 4223
Park City, Utah 84060
Attn: Rory Murphy
Fax No.: (435) 647-5704

Any notice or demand to the City shall be addressed to the City at the following address:

Park City Municipal Corporation
P.O. Box 1480
445 Marsac Ave.
Park City, UT 84060
Attn: City Attorney
Fax: (435) 615-4903

14. SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law; but if any provision of any of the foregoing shall be invalid or prohibited under said applicable law, such provisions shall be

ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions in this Agreement.

15. ATTORNEYS' FEES. If any party shall take or defend against any action for any relief against another party arising out of this Agreement, the prevailing party in such action or defense shall be entitled to be reimbursed by the other party for all costs including, but not limited to, reasonable attorneys' fees and court costs, incurred by the prevailing party in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment. Any judgment or order entered in such action or defense shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.

16. CHOICE OF LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Utah.

17. SUCCESSORS. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors and assigns of the parties.

18. THIRD PARTY BENEFICIARY. This Agreement is not intended to confer rights on third parties.

19. PARAGRAPH HEADINGS. Paragraph or section headings within this Agreement are inserted solely for convenience of reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

20. GENDER AND NUMBER. Whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.

21. MODIFICATIONS. The Parties agree that any modifications of this Agreement shall be effective only when made by writings signed by the parties hereto and recorded with the Clerk and Recorder of Summit County, Utah.

22. RECORDATION. Upon execution and delivery by Owner and City, Owner shall cause this Agreement to be recorded and filed in the official public land deed records of Summit County, Utah, and shall pay all fees and charges incurred in connection therewith.

23. COVENANTS RUN WITH LAND. Owner intends, declares and covenants, on behalf of itself and all future owners of the Units, that this Agreement and the covenants and restrictions set forth herein, regulating and restricting the rents, use, occupancy and transfer of the Units shall be covenants running with the land and improvements constituting the Units, for the benefit of the City, shall encumber the Units, and shall be binding upon Owner, and all subsequent owners of the Units.

24. INTEGRATION. This Agreement constitutes the entire agreement between the parties with respect to the matters set forth herein.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

OWNER:

PALADIN DEVELOPMENT PARTNERS
A Utah Limited liability company

By: ______________________
Rory Murphy, Manager

CITY

Park City Municipal Corporation,
A municipal corporation of the State of Utah

By: DANA WILLIAMS
Name: Dana Williams
Its: MAYOR

Attest:

Sr. City Recorder

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1,
1884

Approved as to Form:

City Attorney

**ACKNOWLEDGEMENTS**

STATE OF UTAH )
):ss.
COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this 1st day of November 2007, by Rory Murphy, a Manager of Paladin Development Partners, LLC, a Utah limited liability company.

NOTARY PUBLIC
P. ANDREW GARLAND
1100 Snow Creek Dr
PO Box 3899, Park City, UT 84060
My Commission Expires
June 20, 2010
STATE OF UTAH

NOTARY PUBLIC
Residing at: PARK CITY

My Commission Expires:

6/20/2010

STATE OF UTAH )
):ss.
COUNTY OF )

The foregoing instrument was acknowledged before me this 8th day of February 2008 ~~2007~~, by Dana Williams, the Mayor of Park City Municipal Corporation.

Sharon C Bauman
NOTARY PUBLIC
Residing at: Park City Utah

My Commission Expires:

7-13-2010

Notary Public
SHARON C. BAUMAN
445 Marsac Avenue, P.O. Box 1480
Park City, Utah 84060
My Commission Expires
July 13, 2010
State of Utah

## EXHIBIT A

### Legal Description of the Units

**Lot 2, Silver Spring at Park City**

**Unit Numbers: 25-#1, 25-#2, 25-#3, 25-#4, 25-#5, 25-#6, 25-#7, 25-#8, 25-#9, 25-#10**
**Unit Numbers: 65-#2, 65-#3, 65-#4, 65-#5, 65-#6, 65-#7, 65-#8, 65-#9, 65-#10, 65-#11,**

## EXHIBIT B
## PERMITTED CAPITAL IMPROVEMENTS

1. The term "Permitted Capital Improvement" as used in the Agreement shall only include the following:

a. Improvements or fixtures erected, installed or attached as permanent, functional, non-decorative improvements to real property, excluding repair, replacement and/or maintenance improvements;
b. Improvements for energy and water conservation;
c. Improvements for the benefit of seniors and/or handicapped persons;
d. Improvements for health and safety protection devices (including radon);
e. Improvements to add and/or finish permanent/fixed storage space;
f. Improvements to finish unfinished space;
g. Landscaping;
h. The cost of adding decks and balconies, and any extension thereto; and/or
i. Improvements associated with health and safety, energy efficiency, water conservation, and green building products.

2. Permitted Capital Improvements as used in this Agreement shall NOT include the following:

a. Jacuzzis, saunas, steam showers and other similar items;
b. Upgrades or addition of decorative items, including lights, window coverings and other similar items.
c. Upgrades of appliances, plumbing and mechanical fixtures, carpets and other similar items included as part of the original construction of a unit and/or improvements required to repair and maintain existing fixtures, appliances, plumbing and mechanical fixtures, painting, and other similar items, unless replacement is energy efficient or for safety and health reasons.

3. All Permitted Capital Improvement items and costs shall be approved by the City or its Designee prior to being added to the Maximum Resale Price as defined herein. In order to get credit for an improvement where a building permit is required, the improvement will not be counted unless a Letter of Completion was obtained by the Building Department.

## EXHIBIT C
## MINIMUM STANDARDS FOR SELLER TO RECEIVE FULL RESALE VALUE

- Clean unit
- Carpets steam-cleaned two or three days prior to closing
- All scratches, holes, burned marks repaired in hardwood floors, linoleum, tile, counter tops etc.
- No broken or foggy windows
- All screens in windows (if screens were originally provided)
- All doors will be in working order with no holes
- All locks on doors will work
- All keys will be provided; e.g., door, mail box, garage
- All mechanical systems shall be in working order
- Walls paint ready
- Normal wear and tear on carpet; if carpet has holes, stains, etc., the carpet and padding shall be replaced or escrow funds at current market value per square foot for a comparable product shall be held at the time of closing to be used by the new buyer
- No leaks from plumbing fixtures
- No roof leaks
- Any safety hazard remedied prior to closing
- Satisfaction of radon issue if found at time of inspection
- All light fixtures shall be in working order

DEFINITIONS:

**Clean Unit: All rooms will be cleaned as stated below:**

Kitchen:

- Range – Inner and outer services will be cleaned.
- Range hood and Exhaust Fan
- Refrigerator and Freezer – Inner and outer surfaces of refrigerator and freezer will be clean. Freezer will be defrosted.
- Cabinets and Countertops – Exterior and interior surfaces of cabinets and drawers will be clean. Door and drawer handles, if provided, shall be clean and in place.
- Sink and Garbage Disposal – Sink and plumbing fixtures will be clean. If garbage disposal provided, this must be in working order.
- Dishwasher – If provided, must be in working order and inner and outer surfaces shall be clean.

Blinds, Windows, Screens:

- Mini-blinds, Venetian Blinds, Vertical Blinds, and Pull Shades – Will be clean.
- Windows – All window surfaces, inside and outside of the window glass, shall be clean.
- Screens – Screens will be clean and in place with no holes or tears.

Closets: Closets, including floors, walls, hanger rod, shelves and doors, shall be clean.

Light Fixtures: Light fixtures will be clean and shall have functioning bulbs/florescent tubes.

Bathrooms:

- Bathtub, Shower Walls, Sinks – Bathtubs, shower walls and sinks shall be clean.
- Toilet and Water Closet – Water closets, toilet bowls and toilet seats will be clean. If the toilet seat is broken or peeling, the seat shall be replaced.
- Tile – All tile and grout will be clean.
- Mirrors and Medicine Cabinets – Mirrors and medicine cabinets shall be cleaned inside and out.
- Shelves and/or Other Cabinetry – All other shelving or cabinetry shall be cleaned inside and out.

Walls, Ceilings, Painted Doors and Baseboards: Painted surfaces must be cleaned with care to ensure the surface is clean without damaging the paint.

Floors: Floor cleaning includes sweeping and mopping and could include stripping, waxing and buffing. Types of floor surfaces include wood, wood parquet tiles, linoleum, asphalt tile, vinyl tile, mosaic tile, concrete and carpet. If carpet, all carpets shall be cleaned at least two days prior to closing.

Interior Storage/Utility Rooms: Storage/utility rooms shall be cleaned. Properly cleaned storage/utility rooms will be free from odors, removable stains, grease marks or accumulations.

Safety Hazard: Any item that provides a safety hazard shall be fixed. This would include, but is not limited to, exposed electrical wiring, satisfaction of any radon issue found, ventilation for gas hot water system, etc.

Walls Paint-Ready: All holes shall be patched; all posters, pictures, etc., shall be removed from all walls; all nails, tacks, tape, etc., shall be removed from all walls; and all walls shall be clean and ready for the new buyer to paint. If wallpaper has been placed on the wall and in good condition, the wallpaper can remain; if the wallpaper is peeling off, the wallpaper must be removed.

Windows: If a window is broken, including the locking mechanism, the window shall be replaced. If the window has a fog residue in the inside, it shall be replaced.