



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH,
April 23, 2015**

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, April 23, 2015.

Closed Session

3:00 To discuss property, personnel and litigation

Study Session

3:15pm Housing Agenda Update

3:45pm Regional Transit District & Rural Transportation Planning Organization

Work Session

4:45pm Council Questions and Comments and Manager's Report

Manager's Report(s):

- School District Master Planning

5:00pm Mountainland Association 2040 Map

5:15pm Recreation Advisory Board Visioning

5:45pm 2015 Dining on Main Street Program discussion

5:55pm *Break*

Regular Meeting

6:00 pm

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. CONSENT (*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*)

1. Consideration of a contract for the McHenry Avenue Re-construction Project awarded to Miller Paving Inc. in the amount of \$421,363.00

V. NEW BUSINESS

1. Consideration of authorization to proceed with the Main Street Improvements Project and authorize the City Manager to enter into an Addendum #1 to the construction manager at risk (CMAR) contract in a form approved by the City Attorney's Office with Miller Paving Inc. for the Guaranteed Maximum Price (GMP) of Nine Hundred Twenty Three Thousand Three Hundred Ninety Three Dollars. (\$923,393) and waive Parking Fees estimated at Seventy Six Thousand Seven Hundred Ninety Six Dollars (\$76,796).
2. Consideration of Approval of Street Dining on Main Leases, in a Form Approved by The City Attorney:
 - a. Cisero's Ristorante, 306 Main Street
 - b. Bistro 412, 412 Main Street
 - c. 501 on Main, 501 Main Street
 - d. Main Street Pizza & Noodle, 530 Main Street
 - e. Bandits' Grill & Bar, 440 Main Street
 - f. Bangkok Thai on Main, 605 Main Street
 - g. the Eating Establishment, 317 Main Street
 - h. Shabu, 442 Main Street
 - i. Flanagan's, 438 Main Street
 - j. Silver Restaurant, 508 Main Street
3. Consideration of an Ordinance Approving the Roundabout Condominiums Plat, Located at 300 Deer Valley Loop Road, Park City, Utah. pursuant to findings of fact, conclusions of law and conditions of approval in a form approved by the City Attorney
 - a. Public Hearing
 - b. Action

VI. 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: 04/20/2015 See: www.parkcity.org



DATE: April 23, 2015

TO HONORABLE MAYOR AND COUNCIL

Staff will provide Council with an update on the four key areas to increase affordable/attainable housing in Park City:

1. Regulatory Tools,
2. City-Sponsored Housing Development,
3. Land Acquisition and Disposition and
4. Neighborhood Preservation Project.

Staff requests Council questions and comments on the progress and direction of the housing agenda.

Respectfully:

Rhoda Stauffer, Housing Specialist



City Council Staff Report

Subject: Housing Agenda Review
Author: Phyllis Robinson, Community Affairs Manager
Rhoda Stauffer, Housing Specialist
Department: Community Affairs
Date: April 23, 2015
Type of Item: Informational-Study Session

Summary Recommendations:

Staff will provide Council with an update on the four key areas to increase affordable/attainable housing in Park City:

1. Regulatory Tools,
2. City-Sponsored Housing Development,
3. Land Acquisition and Disposition and
4. Neighborhood Preservation Project.

Staff requests Council questions and comments on the progress and direction of the housing agenda.

Executive Summary

This report summarizes the progress on the four key housing areas discussed during the February 2015 Housing Retreat:

1. Regulatory Tools,
2. City Sponsored Development,
3. Land Acquisition and Disposition and
4. the Neighborhood Preservation Pilot Program. It also presents a more detailed program for Council consideration. Staff will return to Council in work session for policy direction on specific elements of the housing agenda, as necessary.

Background:

In December 2014 City Council identified Affordable, Attainable and Middle Income Housing as a critical priority. Council also similarly designated Transportation during that meeting.

On February 5, 2015 the City's Community Affairs Manager and its Housing Specialist presented an overview of the current state of housing in Park City, 2014 accomplishments, a one-year action plan and five year targets. At that time staff also committed to return monthly to City Council on housing –related topics.

In March 2015 staff and Council affirmed the Council direction to proceed with city-sponsored housing development at 1450/60 Park Avenue.

Analysis

For the April meeting staff has refined the Housing Action Plan (Attachment A) to reflect both actions taken and actions planned through June 30, 2019. We have moved forward in all four of the program areas in the last month: Housing Regulatory, Housing Development, and Land Acquisition and Disposition, consistent with the timeline presented in February 2015. The fourth area, Neighborhood Preservation Pilot, is on schedule with the timeline proposed during the Council Retreat, Work in this area is will increase over during the summer/fall 2015.

This document is a work in progress and provides greater specificity in the first half of the action plan. Staff will continue to update this action plan monthly to reflect completed items, updated timelines and greater levels of detail as programs become more defined. Staff is requesting Council questions and direction generally on the overall updated housing agenda, as well as specific discussion on the individual elements.

1. Does this format and level of detail meet Council's expectations for a regular update?
2. Are there additional areas of focus Council would like to see? And, if so, staff would like to discuss how to prioritize implementation among the areas of focus.

Department Review:

This report has been reviewed by Sustainability, Legal and the City Manager.

Summary Recommendations:

Staff will provide Council with an update on the four key areas to increase affordable/attainable housing in Park City:

1. Regulatory Tools,
2. City-Sponsored Housing Development,
3. Land Acquisition and Disposition and
4. Neighborhood Preservation Project.

Staff requests Council questions and comments on the progress and direction.

Attachments:

A Housing Action Plan

Moving Forward: The Housing Agenda

Housing Areas of Focus	<div style="background-color: #d4c08e; padding: 5px; text-align: center;">Regulatory Tools</div> <ul style="list-style-type: none"> ✚ Housing Nexus Review ✚ Code Barrier(s) Analysis ✚ Housing Resolution Update ✚ Inclusionary Housing Plans ✚ Compliance 	<div style="background-color: #70ad47; color: white; padding: 5px; text-align: center;">City Sponsored Development</div> <ul style="list-style-type: none"> ✚ 1450/1460 Park Avenue ✚ City-owned land in Lower Park Avenue ✚ New city projects 	<div style="background-color: #8b4513; color: white; padding: 5px; text-align: center;">Land Acquisition & Disposition</div> <ul style="list-style-type: none"> ✚ Parcel Identification ✚ Feasibility Studies ✚ Policy Development 	<div style="background-color: #4a86e8; color: white; padding: 5px; text-align: center;">Neighborhood Preservation Pilot</div> <ul style="list-style-type: none"> ✚ Neighborhood Preservation Pilot Program
Actions Taken	<ul style="list-style-type: none"> ✓ Deed restrictions for Park City Heights Recorded ✓ Request for Proposals(RFP) for Housing Nexus Review and Housing Barrier Analysis issued 	<p><u>1450/60 Park Avenue</u></p> <ul style="list-style-type: none"> ✓ Massing studies complete ✓ Request for Proposals for Architecture and Engineering Services issued ✓ Capital budget requests submitted ✓ Discussion with Planning Department on historic property options <p><u>Lower Park Avenue</u></p> <ul style="list-style-type: none"> ✓ Letter of Intent for Design Studio participants issued ✓ Stakeholder interviews underway ✓ Capital budget request submitted <p><u>New City Projects</u></p> <ul style="list-style-type: none"> ✓ Housing feasibility analysis for <u>Brew Pub</u> lot 	<ul style="list-style-type: none"> ✓ Potential for affordable housing incorporated into City Property Master Plan. ✓ Capital budget request submitted 	
FY2015: Now through June 2015	<ul style="list-style-type: none"> <input type="checkbox"/> Award of contract for Housing Nexus Review and Barrier Analysis <input type="checkbox"/> IHC Housing Plan to Housing Authority 	<p><u>1450/60 Park Avenue</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Architecture and engineering commences <input type="checkbox"/> Community Outreach <p><u>Lower Park Avenue</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Community outreach <input type="checkbox"/> Design studio presentations <input type="checkbox"/> Council recommendation on preferred option, development structure and timing 	<ul style="list-style-type: none"> <input type="checkbox"/> Feasibility analysis and/or implementation as potential sites are identified 	<ul style="list-style-type: none"> <input type="checkbox"/> Identify program models and best practices

		<p><u>New City Projects</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Further milestones to be developed, if necessary, based on brew pub lot feasibility <input type="checkbox"/> Develop policy parameters for considering affordable housing in city projects. 		
<p>FY2016: July 1 - September 30, 2015</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Review of Nexus and Barrier studies <input type="checkbox"/> Housing Resolution Update <input type="checkbox"/> Vail Housing Plan review (potential) 	<p><u>1450/60 Park Avenue</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Entitlement process continues <p><u>Lower Park Avenue</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Request(s) for proposals issued <input type="checkbox"/> Negotiated Development plan submitted to Council. <input type="checkbox"/> Community outreach <p><u>New City Projects</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Future milestones to be developed 	<ul style="list-style-type: none"> <input type="checkbox"/> Feasibility analysis and/or implementation as potential sites are identified 	<ul style="list-style-type: none"> <input type="checkbox"/> Draft program parameters
<p>FY2016: October 1 – December 31, 2015</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Annual compliance review of deed restricted units <input type="checkbox"/> Park City Heights sales begin <input type="checkbox"/> Review of barrier to housing development and recommendations <input type="checkbox"/> Treasure Hill Housing Plan review (potential) 	<p><u>1450/60 Park Avenue</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Entitlement process concludes <p><u>Lower Park Avenue</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Request for Proposals for Architecture and Engineering or Joint Venture services issued and awarded <p><u>New City Projects</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Future milestones to be developed 	<ul style="list-style-type: none"> <input type="checkbox"/> Feasibility analysis and/or implementation as potential sites are identified 	<ul style="list-style-type: none"> <input type="checkbox"/> Draft Program Parameters <input type="checkbox"/> Community outreach/input on proposed program design <input type="checkbox"/> Internal coordination with budget and finance

<p>FY2016: January 1 – June 30, 2016</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Annual compliance review of deed restricted units <input type="checkbox"/> Implement Code Changes, as necessary <input type="checkbox"/> Park City Heights sales continue 	<p><u>1450/60 Park Avenue</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Construction drawings bid <input type="checkbox"/> Construction start May 2016 <p><u>Lower Park Avenue</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Development and entitlement process begins (scope to be determined) <p><u>New City Projects</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Future milestones to be developed 	<ul style="list-style-type: none"> <input type="checkbox"/> Feasibility analysis and/or implementation as potential sites are identified 	<ul style="list-style-type: none"> <input type="checkbox"/> Worksession on program design
<p>FY 2017: July 1, 2016 – June 30, 2017</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Annual compliance review of deed restricted units <input type="checkbox"/> Housing Resolution Review <input type="checkbox"/> Park City Heights sales continue 	<p><u>1450/60 Park Avenue</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Sale of units Fall 2016 <input type="checkbox"/> Project closeout Fall 2016 <p><u>Lower Park Avenue</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Scope to be determined <input type="checkbox"/> Development continues <p><u>New City Projects</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Future milestones to be developed 	<ul style="list-style-type: none"> <input type="checkbox"/> Feasibility analysis and/or implementation as potential sites are identified 	
<p>FY 2018: July 1, 2017 – June 30, 2019</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Annual compliance review of deed restricted units <input type="checkbox"/> Housing Resolution Review <input type="checkbox"/> Park City Heights sales continue 	<p><u>Lower Park Avenue</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Development continues <p><u>New City Projects</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Future milestones to be developed 	<ul style="list-style-type: none"> <input type="checkbox"/> Feasibility analysis and/or implementation as potential sites are identified 	<ul style="list-style-type: none"> <input type="checkbox"/> Implementation continues



DATE: April 23, 2015

TO HONORABLE MAYOR AND COUNCIL

Staff shall provide Council with an overview of two organizational options available to facilitate enhanced regional transit and transportation planning. This overview shall include Staff's current analysis of the benefits and risks of each organizational form. Staff requests Council questions and comments but is not seeking specific direction at this time.

Respectfully:

Kent Cashel, Transit & Transportation Manager



City Council Staff Report

Subject: Regional Transit District and
Rural Transportation Planning Organization
Author: Kent Cashel, Transportation Planning Director
Department: Transportation Planning
Date: April 23, 2015
Type of Item: Informational

Summary Recommendations:

Staff requests Council questions and comments on the content of this report and presentation at the April 23rd Council meeting but is not seeking specific direction at this time.

Executive Summary

Staff shall provide Council with an overview of organizational options available to facilitate enhanced regional transit and transportation planning. This overview shall include staff's current analysis of the benefits and risks of each organizational form. Staff requests Council questions and comments but is not seeking specific direction at this time.

Acronyms:

No acronyms have been presented in this report.

Background:

Park City and Summit County have worked together in a cooperative and coordinated manner on Transit and Transportation issues since at least the winter of 2002-03 when Park City Transit managed a Summit County contractor providing transit services within the unincorporated County.

In June of 2003 Summit County formed the Snyderville Basin Special Transit District. The creation of this district enabled Summit County to submit to voters that resided within district boundaries an initiative to levy a .0025 cent Transit Sales Tax. This initiative passed later that year by an overwhelming margin. Park City began providing transit services to the County shortly thereafter.

In 2006 Summit County and Park City executed the Interlocal Transportation Agreement. This agreement established how the City and County would manage the transit system, share system costs, handle capital assets, pursue federal funding and the agreement also established the Joint Transit Advisory Board comprised of City and County elected officials and staff.

The Interlocal Transportation Agreement established and tasked the Joint Transit Advisory Board with making recommendations to the City and County governing boards regarding services to be provided, look and feel of buses, shelters, bus stops and also

determining priority of the projects submitted for inclusion in the Utah Statewide Transportation Improvement Plan. Inclusion in this plan is required for any project to receive federal financial assistance.

In 2006 Summit County and Park City also executed an Entry Corridors Letter of Intent that set forth the City and County's intention to communicate and plan cooperatively both the SR -224 and SR-248 corridors. A copy of this document can be found at:

<http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=11505>

In 2009 the Interlocal Transportation Agreement was amended to include full cost sharing (including transit maintenance and storage facility costs). A copy of the 2009 Interlocal Transportation Agreement may be found at:

<Insert link here>

Recently there have been questions raised on whether or not the City and County should form an independent transit district to provide for the operation of regional transit.

Staff has also fielded questions on how the County and City can better coordinate and execute more effective regional transportation planning. Staff believes one method to accomplish this would be to form a Rural Transportation Planning Organization.

Rural Transportation Planning Organizations are recognized and supported by the United States Department of Transportation under authority established in the most recent Highway and Transit funding bill "*Moving Ahead with Progress in the 21st Century Act*").

A Rural Transportation Planning Organization is made up of representatives from local governments that have organized to accomplish the following:

- Develop long range local and regional transportation plans
- Provide a forum for public participation in the transportation planning process
- Develop a prioritize projects list the RPO believes should be included in the STIP
- Provide transportation related information to local governments

In the past staff has investigated the Benefits and Risks associated with:

1. The formation of a regional transit district to provide for the funding and operation of transit services.
2. The formation of a Rural Transportation Planning Organization

The formation of a regional transit district

In 2011, LSC Transportation Consultants provided the County and City an analysis of benefits and risks associated with the establishment of an independent transit district. This analysis indicated some challenges, at the time of writing, associated with the formation of an independent district as follows:

- Under Utah State Code the district would be managed by a board appointed by each respective governing body (County – City). State Code required transit district board make-up to be proportional to amount of service provided in each jurisdiction. At the time this meant 2/3rds of this board would be City appointed members and theoretically could dominate service and capital investment decisions in the City's interest.
- Reduction in operating capital or administrative costs would likely not result from the implementation of a regional transit district..
- Current transit employees may suffer benefit reductions when employment is transferred to an independent transit district.
- Existing transit assets (i.e. Old Town Transit Center, Ironhorse Operations Facility, Ironhorse Seasonal Housing Facility, stops and shelters, buses and transit service vehicles) would either need to be transferred or purchased by the district or contractual arrangements would need to be negotiated for their lease and use.
- Transit vehicle maintenance would have to be contractually provided and billed back to the district.
- Bifurcating transit functions from Park City Municipal could cause coordination challenges with snow removal, bicycle-pedestrian improvements and construction of transit improvements within City owned right of way.

The full text of LSC's analysis can be found on page 137 of the 2011 Short Range Transit Development Plan. The plan can be accessed using the link below:
<http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=8441>

The formation of a Rural Transportation Planning Organization

In 2010 and again in 2012 City Transportation Staff investigated the benefits and risks associated with forming a Rural Transportation Planning Organization.

In 2012 the Utah Department of Transportation was willing to provide a small amount of "seed funding" not to exceed \$40,000 in year one, this amount would decline each year with the total Utah Department of Transportation financial assistance not to exceed \$110,000.

In 2010 and again in 2012 staff concluded that the level of effort and cost required to establish and maintain a Rural Transportation Planning Organization did not justify the potential benefit that the City could gain from this participation

Staff believes it is time to provide City Council with an updated analysis on:

- the formation of a regional transit district
- and the formation of a Rural Transportation Planning Organization.

Staff has not conducted an in depth analysis sufficient to answer definitively if either of these forms should be pursued aggressively by the City. However, staff is confident that the information contained in this report will provide Council with a solid foundation

for considering if either of these legal forms is in the region's and the City's best interest and worth pursuing further.

Analysis:

It is important to recognize that the analysis that follows is focused on evaluating two of the "legal forms" that may assist in providing more efficient and effective regional transit operations and regional transportation planning. The analysis assumes that cooperation and collaboration in the provision of regional transit and conducting regional transportation planning are highly valued by both Summit County and Park City regardless of the "legal form" those activities are accomplished with.

There are several issues that should be evaluated when considering the creation of a regional transit district. Those issues are as follows:

- Access to funding
- Potential for reducing operating costs
- Simplicity of legal form
- Simplicity of administration
- Degree of direct local oversight of transit assets and service

Access to Funding

Neither Summit County nor the City would gain any additional taxing authority (sales or property) by forming a regional transit district. The formation of a regional transit district would provide no new or additional Federal financial assistance for the purchase of transit assets or provision of transit service. Staff has determined that access to additional funding is not a sound justification for pursuing a regional transit district.

Potential for Reducing Operating Costs

Currently transit service cost allocation is set forth in the Interlocal Transportation Agreement and is determined upon the proportion of system-wide vehicle miles, vehicle hours and number of vehicles utilized in the provision of the County or City service.

It is unlikely that by simply forming a regional transit district operating costs would be reduced. To the contrary, staff anticipates that the amount of time required for both City and County to coordinate with a regional transit district would increase driving overall costs to both organizations upward.

Additionally, some transit managerial tasks currently are handled by City staff and only the proportion of their time required for this task is billed to the transit operation. Staff anticipates that under a regional transit district this economy of scale would be lost requiring additional full time equivalents and related increased operating cost.

Simplicity of Legal Form

Utah State Code (17b- Chapter 1) requires completion of the following to establish a regional transit district.

- County and City would need to adopt a resolution proposing the creation of a new district or the expansion of the existing Snyderville Basin Transit District.

- County and City must publish the above resolution for a period of four weeks in a newspaper of general circulation.
- Both the County and City must hold a public hearing or a set of public hearings, sufficient in number and location to ensure that no substantial group of residents of the proposed local district need travel an unreasonable distance to attend a public hearing.
- Both County and City must 60 day resolution protest period to expire (period begins immediately following last public hearing on resolution).
- An public vote during a general election on the question of whether the local district should be created shall be held by the County Clerk.
- Upon successful vote of the public the County must file with the Lieutenant Governor its application to create the district.
- Lieutenant Governor must provide the district a “certification of incorporation”
- All costs for formation of the district must be born proportionately by County\City. These costs must be reimbursed by the new district with one year of formation.

Needless to explain the formation of a regional transit district shall require substantial County and City elected official and staff time to accomplish.

The current Interlocal Transportation Agreement is established and requires no additional action by the City or County. Any desired changes can be negotiated and in an amended agreement that requires only a positive vote of both Council’s to adopt. Staff believes the Interlocal Transportation Agreement offers far more flexibility and simplicity to adjust changing conditions than the establishment of a Regional Transit District..

Simplicity of Administration

Utah State Code 17b -1 and 17 b-2a-802 “Public Transit District Act” sets forth the powers a regional transit district shall possess as well as district governance requirements. Any changes to the powers or governance of a regional transit district set forth in the Utah State Code would require formal State legislative action.

Changes to the powers or governance provided for in the Transportation Interlocal Agreement currently in place only requires negotiation and formal adoption of an amended agreement by both County and City Councils.

Degree of Local Oversight of Transit Assets and Service

The current Interlocal Transportation Agreement established the “Joint Transit Advisory Board” which holds advisory authority only and leaves the ultimate decisions regarding individual transit assets and the service provided with the respective governing body (County or City Council). This arrangement provides for direct oversight of assets owned and determination of transit service provided by each agency.

Under Utah State Code a regional transit district would require the establishment of a board of trustees. Members of this board would be appointed by the County and City Council. The number of voting members must be apportioned to the City and County

based upon the number of regularly scheduled service miles provided by the district within City or County boundaries.

Based upon 2014 Park City Transit “regularly scheduled service miles” the Utah State Code requires that Summit County would appoint roughly 45% of the board of trustee members and the city would appoint roughly 55%. It is important to note that this apportionment based upon service miles only does not consider each entities hours of service, level of service, level of expenditures, or level of capital investment. Staff believes this legislative apportionment of board representation, based upon service miles only, does not fairly represent the City’s level of investment in, or commitment to, Transit (see table below). Staff does not believe the formation of a regional transit district would be in the best interest of the City.

Summit County service mileage is higher than the City’s, even though City’s service hours, level of service, number of vehicle owned and value of capital investment are much higher. This anomaly appears to be due to a larger geographical area served and higher travel speeds on County routes particularly along SR-224.

The table below provides additional detail on each entities transit asset ownership and annual service statistics and expenditures.

	Summit County		Park City	
	Actual	% of Total	Actual	% of Total
Annual Service Miles Provided ¹	475,387	45%	581, 289	55%
Annual Service Hours Provided ¹	26,444	37%	44,979	63%
Annual Cost of Service ²	\$2,071,350	28%	\$5,357,585	72%
Number of Buses Owned	5	14%	32	86%
Value of Buses Owned ³	\$2,000,000	14%	\$11,850,000	86%
Value of Transit Facilities Owned ⁴	\$315,000	1%	\$23,315,000	99%

Notes & Assumptions

1 - Based on FY 2014 2014 operations.

2 – Based on FY 2013 expenditures

3 – Summit County 5 35' buses @ \$400,000 ea., Park City 27 35' buses, 1 trolley @ \$400,00 ea., 5 cutaways \$110,00 ea., 5 service vehicles @ \$20,000 ea.

4 – Summit County: 21 Passenger Shelters valued at \$15,000 each.

Park City: Old Town Transit Center 10.5 million, Ironhorse Transit Center \$10.5 million, Ironhorse Housing Facility \$2 million, 21 shelters @ \$15,000 ea.

Staff firmly believes that the formation of a regional transit district is not in the interest of the City or County at this time. This determination is based upon the following findings:

- Formation of a third legal entity (regional transit district) adds needless complication to the City and county transit operations.

- Any desired changes in the way transit is planned for, funded, implemented or managed can easily be formalized through a simple amendment of the existing Interlocal Transportation Agreement.
- Staff can identify no additional funding sources or amounts that would be made available to either of the parties by the formation of a regional transit district.
- Local oversight of transit assets and service would be delegated to a Council(s) appointed board of trustees. Direct local oversight of transit assets and service would diminished under the formation of a regional district.
- The Utah State Code requires that board of trustee membership is based upon “service miles”. This apportionment does not fairly recognize the City’s level of transit capital and service commitment and is not in the best interest of the City at this time.

Rural Transportation Planning Organization

The following issues were evaluated considering the establishment and ongoing funding and operation of a Rural Transportation Planning Organization:

- Ability of legal form to enhance regional planning coordination
- Simplicity of legal form
- Access to additional funding sources or amounts
- Degree of direct oversight over local planning

- Enhanced regional planning coordination

One valuable lesson that has been taken away from the Mountain Accord effort is that the Wasatch Back is facing significant population growth over the next 25 years. This growth will seriously challenge the region’s transportation network (local, county and state roads alike).

Staff strongly believes the time has come to achieve more coordinated regional transportation planning (in particular long range planning).

A Rural Transportation Planning Organization could be tasked and contractually empowered (through the use of a Memorandum of Understanding or Interlocal Agreement) to pull together local transportation plans, identify those areas where conflicts or planning gaps exist and then work to knit the plans together, resolve conflicts and fill any planning gaps that remain. The deliverable of such an effort should be a mutually adopted 20 to 25 year long range plan that can be utilized to coordinate and communicate the region’s transportation needs and vision.

Coordinated planning of this nature and scope is critical to gaining and holding the attention of the Utah Department of Transportation, The Utah Legislature, and our United States Congressional delegation. All of these partnerships will be critical if the City is to effectively secure its Transportation future.

Staff believes participation in a Rural Transportation Planning Organization provides a solid legal form for achieving more coordinated and comprehensive regional transportation planning.

- Simplicity of legal form

The Rural Transportation Planning Organization can take many legal shapes and forms and the Utah Department of Transportation has indicated their willingness to work with Summit County and its municipalities to develop a form that meets our needs. As discussed the legal form of a Rural Transportation Planning Organization would likely be formalized in an interlocal agreement or memorandum of understanding.

The details of the legal form will need to be hammered out with all the parties involved. Participants would likely include at a minimum Utah Department of Transportation, Summit County and its municipalities. Other members to consider would be Mountainlands Association of Governments, School Districts and major employers.

- Access to funding

As discussed earlier in this report The Utah Department of Transportation has historically provided Rural Transportation Planning Organizations access to “seed funding” to get these organizations up and running. While the exact amount available funding is uncertain at this point. In the past few years larger groups have received up to \$40,000 during year 1 with declining amounts in subsequent years with total financial assistance not exceeding \$110,000.

- Degree of direct local oversight over local planning

The powers of a Rural Transportation Planning Organization should be contractually limited to specific planning tasks. For example this transportation planning could be limited to developing a Long Range Plan for State Roads and corridors of regional significance (to be defined).

The key here is for the parties to identify and agree upon what objectives the Rural Transportation Planning Organization is to achieve and to contractually bind the organization’s powers and time horizon to what is required to achieve those objectives.

Staff believes that participation in a Rural Transportation Planning Organization whose task and authority are clearly defined in an interlocal agreement or memorandum of understanding offers a solid platform for achieving more comprehensive and coordinated regional transportation planning.

Department Review:

This report has been reviewed and commented on by the City Manager’s office, The City Attorney’s office, Transit, and Budget. All comments received have been addressed within this report.

Alternatives:

This report and Transportation Planning Staff presentation at the April 23rd Council Work Session are intended to provide information only for Council consideration and comment. Staff is requesting no Council action at this time.

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?	<ul style="list-style-type: none"> + Accessibility during peak seasonal times + Safe community that is walkable and bike-able + Well-utilized regional public transit <p>(+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)</p>	<ul style="list-style-type: none"> + Reduced municipal, business and community carbon footprints + (Select Desired Outcome) + (Select Desired Outcome) <p>(+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)</p>	<ul style="list-style-type: none"> + Residents live and work locally + Entire population utilizes community amenities + Physically and socially connected neighborhoods <p>(+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)</p>	<ul style="list-style-type: none"> + Streamlined and flexible operating processes + Fiscally and legally sound + Engaged and informed citizenry <p>(+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)</p>
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Positive 	Positive 	Positive 	Positive 
Comments:				

Recommendation:

(Staff shall provide Council with an overview of organizational options available to facilitate enhanced regional transit and transportation planning. This overview shall include Staff’s current analysis of the benefits and risks of each organizational form. Staff requests Council questions and comments but is not seeking specific direction at this time.



MANAGER'S REPORT – 4/23/2015

Submitted by: Ann Ober
Subject: School District Master Planning Update

City Staff continue to serve on the School District Master Planning process. Those meetings have been primarily focused on grade realignment these past few weeks. A decision on how classes and schools will be divided is expected from the board on April 21. That direction will allow the Master Plan Committee to start working with the planners on design and locations.

Respectfully:

Ann Ober, Community Relations



MANAGER'S REPORT – April 23, 2015

Submitted by: Ann Ober, Executive/Sustainability
Subject: School District Update

The School District Master Plan Meetings have been especially focused on grade realignment these past few weeks. A decision on how classes and schools will be divided is expected from the board on April 21. That direction will allow the Master Plan Committee to start working with the planners on design and locations.

The Master Planning process is on an extremely tight timeline. Should the Master Plan call for additional infrastructure, the group is expected to recommend to the School Board that they approve a voter bond November 2015. In order to make the ballot requirements, the Master Plan would need to be completed by July 2015 and the ballot language would need to be approved by the School Board mid-August. As such, there are several meetings taking place, with some weeks having two or more meetings of the group. The current known schedule is:

Wednesday, April 22 (5:00-8:00) MP Workshop #2 District Office
Wednesday, April 29 4:00-6:00 (Steering Committee)
Wednesday, May 6 4:00-6:00 (Steering Committee)
Thursday, May 14 (5:00-8:00) MP Workshop #3 District Office
Wednesday, May 20 4:00-6:00 (Steering Committee)
Wednesday, May 27 4:00-6:00 (Steering Committee)

Ann Ober will be out of the Country for three of these meetings and the City will be represented by an Jonathan Weidenhamer and Jason Glidden. Jason Glidden has also been organizing a recreation working group with the Snyderville Basin Recreation District and the School District Athletics department to assure that we are all working together to achieve the communities recreation goals. An initial meeting reviewing the Quinns Ice Interlocal took place in mid-April (attached should you be interested). The next meeting is expected early May.

Attachment: Quinns Ice Interlocal

Interlocal Cooperative Agreement for Regional Ice Facility

THIS INTERLOCAL COOPERATIVE AGREEMENT (this “*Agreement*”) is entered into effect August____, 2004 by **SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT** (the “*District*”), and by **PARK CITY MUNICIPAL CORPORATION** (the “*City*”), each political subdivisions of the State of Utah (collectively referred to herein as the “*Parties*”), for the purpose of outlining responsibilities associated with the cooperative construction and operation of a recreational ice facility.

RECITALS:

A. UTAH CODE ANN. § 11-2-1 authorizes governmental entities such as the Parties to designate, acquire, equip, operate and maintain public recreational facilities.

B. The “Interlocal Cooperation Act,” UTAH CODE ANN. §§ 11-13-101 to -313, as amended (the “*Act*”), enables governmental entities such as the Parties to cooperate with each other on the basis of mutual advantage to more efficiently provide governmental facilities, services and improvements to the general public, including, without limitation, public recreational facilities.

C. The Parties are each committed to promoting the health and welfare and enhancing the quality of life for their citizens.

D. In furtherance of those purposes, the Parties desire to jointly develop an ice skating facility available to the public (the “*Ice Facility*”), to enhance recreational opportunities within the geographical region where both are situated (the “*Region*”), thereby promoting the health, safety and welfare of their citizens.

E. The Parties have each determined that the Ice Facility will prove a valuable asset to their respective constituents and the development thereof is fully consistent with their respective institutional missions and the public interest.

F. Park City voters, via special bond election held November 6, 2001, authorized the City to issue general obligation bonds in an amount not to exceed Four Million Dollars (\$4,000,000.00) to construct an ice facility and make park improvements (\$2,000,000.00 to be used for the Ice Facility and \$2,000,000.00 for use towards other park improvements). The City’s use of such bond proceeds to construct, maintain, own, and operate the Ice Facility pursuant to this Agreement is intended to fulfill the City’s obligations to construct an ice facility pursuant to said bond election.

G. District voters, in a special bond election held on November 6, 2001, authorized the District to issue general obligation bonds (“the Bonds”) for the purpose of acquiring, constructing and equipping an ice rink and other recreation facilities, and the District intends to use funds received as proceeds from the sale of the Bonds for the District share of the cost of the initial

construction of the Ice Facility subject to this Agreement to fulfill the obligation of the District to provide the Ice Facility authorized in the special bond election.

H. This Agreement shall not become effective until it is first approved by resolution of the District Administrative Control Board (the “*District Board*”) and of the City’s City Council, as evidenced by the execution hereof by the appropriate officers of the District and the City.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the premises, the Parties’ mutual covenants and undertakings, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows in compliance with and pursuant to the provisions of the Act:

ARTICLE 1 DEFINITIONS; INTERPRETATION

Section 1.1. **Definitions.** In this Agreement and any amendments hereto, the following terms shall have the meanings specified below:

“*Act*” shall mean the Interlocal Cooperation Act, UTAH CODE ANN. §§ 11-13-101 to -313, as amended.

“*Agreement*” shall mean this “Interlocal Cooperative Agreement for Regional Ice Facility.”

“*City*” shall mean Park City Municipal Corporation and its successors.

“*District*” shall mean Snyderville Basin Special Recreation District and its successors.

“*Parties*” shall mean both the City and the District collectively

“*Ice Facility*” shall mean the regional ice rink and associated required parking facility designed, constructed, and operated pursuant to this Agreement. As used herein, “Ice Facility” shall not include the City-owned real property upon which the regional ice rink will be located.

“*Lease*” shall mean any lease, sublease, operating, management or similar agreement affecting the Ice Facility.

“*Net Operating Deficit*” shall mean the negative difference between all revenues and all expenditures of the Ice Facility, with the exception of general obligation bond debt payments of the District and the City.

“*Net Operating Profit*” shall mean the positive difference between all revenues and all expenditures of the Ice Facility, with the exception of general obligation bond debt payments of the District and the City.

“*Ice Facility Reserve Fund*” shall mean the monies set aside to cover any operating budget deficits.

“*Capital Replacement Reserve Fund*” (*CRRF*) shall mean the monies set aside to fund Capital Equipment Replacement and capital improvements as needed from time to time for long-term upkeep of the Ice Facility.

“*Expansion Fund*” shall mean the monies set aside to fund future Ice Facility expansion which may include but are not limited to contributions by the Parties, and/or grants and gifts.

“*Use Guidelines*” shall mean operating goals and objectives of the Ice Facility, as outlined by both Parties. They are intended to serve as advisory guidelines.

Section 1.2. **Interpretation.** This Agreement, except where the context by clear implication herein otherwise requires, shall be construed as follows:

- (a) Definitions include both singular and plural;
- (b) Pronouns include both singular and plural and cover both genders; and
- (c) The captions or headings of this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision, article or section of this Agreement.

ARTICLE 2 DESIGN, PLANNING AND CONSTRUCTION RESPONSIBILITIES

Section 2.1. **Intent:** The Parties recognize the value in combining financial resources to jointly construct, maintain, and operate the Ice Facility. The Parties also recognize the potential challenges of having multiple parties involved in the planning, design and construction. Therefore, given the contribution of land by the City and the nature of the larger proposed recreation complex project and the City ownership, the Parties agree that the City shall solely own the Ice Facility and will take the lead in the design, planning and construction of the Ice Facility. The City will involve District representatives in all stages of the design and construction phase so that District recommendations can be taken into consideration by the City. The District recommendations will be considered advisory only and shall not be controlling.

Section 2.2. **City Responsibilities.** The City will:

- (a) Complete all preliminary planning steps, to include site surveys, wetland studies, environmental reviews, and regulatory compliance coordination.
- (b) Complete all action steps related to annexing the City-owned property into the City limits.
- (c) Prepare and administer all RFP’s, professional service contracts, and

construction agreements necessary to complete the design and construction of the Ice Facility.

- (d) Select and retain the services of an ice facility consultant who will be available for consultation during design and construction phases of the Ice Facility. The City will also actively seek to hire a General Manager of the overall recreation complex who has a background in ice facility management. It will be the City's desire to select and phase in the hiring schedule of the General Manager so as to allow involvement in the planning and construction phases.
- (e) Prepare project and construction budgets that will define the anticipated costs associated with the Ice Facility.
- (f) Contribute all necessary land and \$2 million dollars towards the capital costs of designing, constructing and outfitting the Ice Facility.
- (g) Invite the District to participate and add recommendations in each of the above steps in an advisory capacity.
- (h) Budget annually and contribute a minimum of \$50,000 a year to the Operating Subsidies outlined in Section 4.3.
- (i) Provide to the public reasonable access to the ice rink located at the Park City Recreation Complex, which it operates and maintains. The City will make best efforts to balance local programming with tourist related revenue producing events. Efforts will be made to track direct and indirect benefits of hosting events. As a guideline, the City will look to reduce the operating deficit by promoting and hosting events. Local programming should not be negatively interrupted for events that do not see a net profit through direct and indirect revenues.

Section 2.3. **District Responsibilities:** The District will:

- (a) Appoint a representative(s) to assist the City in various design and construction stages outlined in Sections 2.1 and 2.2 herein.
- (b) Contribute \$2 million dollars towards the capital costs of designing, constructing and outfitting the Ice Facility.
- (c) Budget annually and contribute a minimum of \$50,000 a year to the Operating Subsidies outlined in Section 4.3.

Section 2.4. If after thirty (30) days written notice from the District and opportunity to cure, the City fails to budget and contribute the funds committed under the terms of this Agreement, then the District shall have the right to terminate this Agreement as provided in Articles 6 and 8 herein.

Section 2.5 If after thirty (30) days written notice from the City and opportunity to cure, the District fails to budget and contribute the funds committed under the terms of this Agreement, then this Agreement shall automatically terminate and the District shall forfeit all benefits and rights conferred upon the District and residents of the District by this Agreement, including but not limited

to the balanced fee benefit provided at Section 5.3 and any claim or right to assets and/or remuneration pursuant to Article 6.

ARTICLE 3 FACILITY DESCRIPTION; FINANCIAL ISSUES

Section 3.1. **Description of the Facility.** The Ice Facility shall be owned solely by the City and will be located on City-owned land near the State Route 248 / Highway 40 interchange (Quinn's Junction). The facility area description and listing of minimum building components are described in greater detail in Exhibit "A" of this Agreement. No title or interest in the City-owned real property upon which the Ice Facility will be located shall transfer or otherwise vest in the District as a result of this Agreement.

Section 3.2. **Initial Capital Contributions.** In addition to City owned land, each Party agrees to fund \$2 million dollars toward the design, planning, construction and initial outfitting of the Ice Facility. By December 1, 2004, each Party will secure and have available funds of no less than \$2 million dollars to contribute towards the above outlined costs. The Parties agree that all work associated with Ice Facility improvements and outfitting of the Ice Facility will be paid for through use of the initial capital contributions and any monies raised through fundraising. Costs include, but are not limited to, surveys, legal descriptions, title reports, architectural design fees, construction costs, construction management fees, furniture, fixtures and equipment. Capital equipment shall include items defined in Exhibit "B". The CRRF will provide for Ice Facility repair and Ice Facility upgrades.

- (a) **Breakdown of Initial Capital Allocations** - The Parties agree that with the known funds available, the initial capital contributions will be divided as follows:
- | | | |
|------------------------------|---|---------------------|
| 1. Construction Costs | = | \$3.5 million |
| 2. Design & Outfitting Costs | = | <u>\$.5 million</u> |
| Total | = | \$4 million |
- (b) **Review Period** – The City and District will meet upon completion of design development drawings to review cost estimates and options given the project budget of \$4 million dollars. Discussions at this time will evaluate the ability to deliver the project within budget or whether an amendment to this Agreement is necessary.
- (c) The Parties agree to address projected shortfalls prior to construction bid advertisement through reduction in scope and/or through capital campaign efforts. Amendments to this Agreement pursuant to Section 9.12 may be necessary.
- (d) In the event cost estimates exceed available funds, the Parties agree to value engineer the project, which may include further reductions in scope.

8-26-2004

ARTICLE 4
OPERATION OF THE ICE FACILITY

Section 4.1. **Management.** The City will oversee management and operation of the Ice Facility and overall Quinn’s Junction Recreation Complex. A professional ice facility manager (the “*General Manager*”) will be hired as required by Section 2.2.d. above, employed by the City and be responsible for managing the Ice Facility.

Section 4.2. **Annual Budget.** An annual budget breaking down the costs of operating the Ice Facility will be prepared by the General Manager and incorporated into the City’s overall budgeting system, in accordance with Section 4.3, below.

Section 4.3. **Operating Contributions.**

(a) **Annual Net Operating Deficit/Profit.** The Parties acknowledge the expectation that the Ice Facility will not achieve 100% cost recovery on the operating costs through revenues generated by the Ice Facility. A long-range plan of minimizing the operating deficits and targeting a break-even or possibly a net operating profit will be a goal of the General Manager. In the event that there is a Net Operating Profit, the City will accumulate that profit into an undesignated fund balance to offset future net operating deficits. The Parties agree as follows:

(1) **Funds.** The City shall create three funds (“Funds”) for the purpose of reducing the anticipated annual Net Operating Deficit (Ice Facility Reserve Fund), and accumulating monies for the Capital Replacement Reserve Fund (CRRF) and Expansion Fund. Said funds may be augmented through grant applications and other sources. The funds will be placed in interest-bearing accounts managed by the City, in accordance with rules of the State Money Management Act, UTAH CODE ANN. §§ 51-7-1, *et seq.*

(2) **Annual Operating Subsidies.**

- i. **City Responsibilities.** The City will annually budget for and contribute a minimum of \$50,000 per fiscal year into the Funds in accordance with Subsection v. below. The City will track and report on the Ice Facility’s budget performance.
- ii. **District Responsibilities.** The District will budget for and contribute a minimum of \$50,000 per fiscal year into the Funds, in accordance with Subsection v. below. It is understood by the Parties that the District intends to generate contributions through RAP tax grant applications by the SBSRD in the first two years of operation. In the event that RAP tax proceeds exceed \$50,000 in the first two years of operation, the SBSRD will commit an additional 50% of any RAP receipts in excess of the \$50,000

minimum. In subsequent years, the District's contribution will not be more or less than \$50,000 per year even with fluctuations in the Ice Facility budget, unless amended pursuant to item v. set forth below. It is also understood by the Parties that should RAP tax grants be unavailable to the District, then the District will contribute their minimum \$50,000 annual payment through other funding mechanisms.

- iii. The allocation of the District contribution will be distributed based on the "District's Annual Payment Distribution Schedule" as outlined within Exhibit B pursuant to the following order of priority in the three basic categories of:
 1. Ice Facility Reserve Fund
 2. Capital Replacement Reserve Fund
 3. Expansion Fund
- iv. The District and City commit to making funding contributions under the following schedule, or as otherwise agreed to by the Parties with the intent that the contributions generally occur during the first two years of Ice Facility operations:
 - a. First Payment – December 15, 2005, or 6 months prior to scheduled facility completion date, whichever comes later.
 - b. Second payment – by December 15, 2006
 - c. Subsequent years – by December 15th of each subsequent year
- v. The District and the City agree to review the amount of annual contributions and Use Guidelines every third year following the opening of the Ice Facility and to mutually agree upon allocations to the Ice Facility Reserve Fund, the CRRF and the Expansion Fund.
 - a. The review will include a specific evaluation of the allocation to the Ice Facility Reserve Fund, and the allocation to the CRRF to verify growth in the CRRF through an annual transfer to be specified as a line item in the Ice Facility budget. It is the long-term goal of the District for their annual contribution to go to the CRRF and Expansion fund.
 - b. Any withdrawal from the CRRF by the City will require notice to the District. Fund activity and balance will be reported annually as a part of the City's annual independent audit.

- (3) Ongoing Maintenance. The Parties anticipate that the City will recover (to the extent possible) the Ice Facility's maintenance costs

through user fees, as assisted by the Parties' annual contributions and the accumulated Ice Facility Reserve Fund. The Parties Agree that the CRRF may be used for Ice Facility replacement items that carry a useful life of more than one year and have a minimum cost of \$1,000.

- (4) The City will set fees and program activities for the Ice Facility in conformance with the terms of this Agreement and utilizing Exhibit C – “Use Guidelines” as a tool to assist in determining the right mix and balance of operating fees and activity schedules.
- (5) *Fundraising*. In addition to revenue generation through traditional user fees and concessions, the City & District shall endeavor to increase revenues through efforts to obtain sponsorships, individual donations, and various charitable contributions. Acceptable means of revenue generation include, but are not limited to, dasher board and program advertising, sponsorships and grant writing.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

Section 5.1. **Filing of Agreement**. The Parties each covenant that this Agreement shall be filed with its keeper of records as required by the Act.

Section 5.2. **No Litigation**. The Parties each represent and warrant that there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened to which the District or the City, as applicable, is a party or to which any of its property is subject which, if determined adversely to such Party, would individually or in the aggregate (a) affect the validity or the enforceability of this Agreement, or (b) otherwise materially adversely affect such Party's ability to comply with its obligations hereunder.

Section 5.3. Residents of the District shall not be charged any cost for the use of the Ice Facility in excess of the cost paid by residents of the City for the use of the Ice Facility. City residents shall not be granted discounts or any other economic reduction in the cost of use not equally available to residents of the District for use of the Ice Facility. The intent of this provision is to make access to and use of the Ice Facility for residents of the District equal to the costs and terms for access to and use of the Ice Facility for City residents during the period this Agreement is in force.

ARTICLE 6

TERM; TERMINATION

Section 6.1. **Term.** This Agreement shall be in full force and effect and be legally binding upon the Parties only after its execution, following approval by resolution by the District Administrative Control Board and the City's City Council and shall run for a term of fifty (50) years or the maximum duration allowed by Utah Code Ann. § 11-13-216, as amended, if such maximum duration exceeds fifty (50) years.

Section 6.2. **Termination.** Unless terminated pursuant to the default provisions at Sections 2.4 and 2.5 and Article 8 herein, or upon expiration of the term of this Agreement pursuant to Section 6.1 herein, this Agreement may be terminated only via amendment to this Agreement duly executed by the Parties pursuant to Section 9.12 herein.

Section 6.3. **Disposition of Assets Upon Termination.** Upon termination of this Agreement pursuant to Section 6.2 herein, the Parties hereby agree that the City shall retain all ownership, use, and control rights to the Ice Facility and that the City shall pay to the District a settlement amount equal to the depreciated value of the District's total capital contributions pursuant to this Agreement.

ARTICLE 7 INDEMNIFICATION; INSURANCE

Section 7.1. **Indemnification.** The Parties are governmental entities under the "Utah Governmental Immunity Act" (UTAH CODE ANN. § 63-30-1, *et seq.*) (the "*Immunity Act*") and shall enjoy all of the immunities, benefits and protections thereunder. Consistent with the terms of the Immunity Act, and as provided herein, the District, the City each are responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees.

Section 7.2. **Insurance.** The City shall maintain public liability and Building and Contents Insurance as required by approved City standards.

ARTICLE 8 DEFAULT

A Party shall be in default under this Agreement if it fails to perform any obligation hereunder within thirty (30) days after written demand by the other Party. Upon a Party's uncured default hereunder, the non-defaulting Party shall be entitled to pursue any and all remedies available at law or in equity. Prior to terminating this Agreement for default pursuant to Section 2.4 or 2.5 herein, the non-defaulting Party shall deliver written notice of its intent to terminate the Agreement to the Party in default. If the Party in default fails to cure the default within thirty (30) days of such notice, this Agreement shall automatically terminate.

**ARTICLE 9
GENERAL PROVISIONS**

The following provisions also are integral to this Agreement:

Section 9.1. **Applicable Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

Section 9.2. **Integration.** This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof and constitutes the entire contract between the Parties.

Section 9.3. **Time.** Time is the essence hereof.

Section 9.4. **Survival.** All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

Section 9.5. **Waiver.** No failure by a Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any Party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other Party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

Section 9.6. **Rights and Remedies.** The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

Section 9.7. **Severability.** In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

Section 9.8. **Litigation.** If any action, suit or proceeding is brought by a Party against the other Party with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the nonprevailing party. Unless otherwise expressly provided in this Agreement, no breach of this Agreement shall entitle any party to unilaterally cancel, rescind or terminate this Agreement; but

such limitations shall not affect in any manner any other rights or remedies which either party may have by reason of any such breach.

Section 9.9. **Exhibits.** All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

Section 9.10. **Counterparts.** This Agreement may be executed in several counterparts, any one of which shall be regarded for all purposes as one original.

Section 9.11. **Further Acts.** The Parties agree that they will execute any and all deeds, instruments, documents and resolutions or ordinances necessary to give effect to the terms of this Agreement.

Section 9.12. **Amendment.** This Agreement shall not be modified or amended except in writing, which shall be signed by the duly authorized representative of each of the Parties after the adoption of a resolution by their respective governing bodies approving the modification or amendment, provided, however, that if the Parties have outstanding debt, no amendment to this Agreement may be made which would have a material adverse impact on the debtors without the prior consent of said debtors.

Section 9.13. **Assignment.** Neither Party may assign any interest herein without consent of the other Party and receipt by the City and the District of an opinion of counsel to the effect that such assignment is authorized under the Act. The terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of the Parties.

Section 9.14 **Notices.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

If to the District:

Snyderville Basin Special Recreation District
Attention: District Administrator
P.O. Box 980127
Park City, UT 84098

If to the City:

Park City Municipal Corporation
Attention: City Manager
P.O. Box 1480
Park City, UT 84060

8-26-2004

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

ATTEST:

**SNYDERVILLE BASIN SPECIAL
RECREATION DISTRICT**

Scott Siemon, Clerk

Tim Douglas, Board Chair

**PARK CITY MUNICIPAL
CORPORATION**

Janet M. Scott City Recorder

Dana Williams, Mayor

APPROVED AS TO FORM:

Timothy C. Twardowski,
Assistant Park City Attorney

PARSONS, DAVIES, KINGHORN & PETERS

Gerald H. Kinghorn,
Attorney for the Snyderville Basin
Special Recreation District

8-26-2004

Exhibit A

Ice Facility Area Description, Components, Concept Drawing

I. Area Description:

The Ice Facility will be located on City-owned land near the State Route 248 / Highway 40 interchange (Quinn's Junction).

II. Ice Facility Components:

- a) Initial construction is proposed to include a minimum:
 - (1) 100' x 200' enclosed ice sheet
 - (2) Bleacher seating (200-300, plus slab space to allow for temporary bleacher seating for an additional 300-400).
 - (3) Four Team locker rooms, 1 ref/family,
 - (4) restrooms for a minimum of 600,
 - (5) concession area for skate rentals and sharpening
 - (6) entry vestibule/ticket sales/warming area
 - (7) food and pro shop "flex space,"
 - (8) mechanical and zamboni storage
 - (9) meeting/party room(s)
 - (10) Office Space
- b) Conceptual Drawing:



8-26-2004

Exhibit B

Estimated Initial Furnishings, Fixtures & Equipment

Ice Resurfacers (Zamboni)	1	\$	90,000.00
Edger for ice Maintenance	1	\$	4,000.00
Flooding hoses/ shovels/squeegees		\$	1,000.00
Ice Painting Equipment	1	\$	2,500.00
Hockey Nets (pairs)	2	\$	3,000.00
Scoreboard	1	\$	9,500.00
Handtools and Hardware		\$	3,500.00
Floor Scrubber	1	\$	6,000.00
Vacuum and Cleaning tools		\$	1,500.00
Ladders		\$	1,500.00
Concession Equipment		\$	45,000.00
Chairs & tables		\$	25,000.00
Smallwares		\$	25,000.00
Phone system	1	\$	20,000.00
Computers		\$	10,000.00
Office Furniture		\$	10,000.00
Cash Registers		\$	2,500.00
Specialty Audio / Video Equipment		\$	-
Photocopiers/Fax machines	1	\$	15,000.00
Rental Skates / Helmets	600 pair	\$	45,000.00
Skate Aides	50	\$	2,500.00
Skate Sharpening Machines	2	\$	20,000.00
TOTAL		\$	342,500.00

Estimated Capital Replacement Lifespans per Equipment Type

Equipment	Life Expectancy/ yrs	Cost	Comments	40 Year Life Cycle cost
Zamboni	10	\$90,000.00	Trade in Value (\$25,000.00)	\$195,000.00
Ice Edger	5	\$4,000.00		\$28,000.00
Hockey Nets	5	\$1,500.00		\$10,500.00
Scoreboard	20	\$10,000.00	Trade in Value (\$2,000.00)	\$8,000.00
Compressors	3	\$4,000.00	(2 compressors) Rebuilt on 3 year cycle	\$104,000.00
Chiller	20	\$50,000.00	Total Replacement	\$50,000.00
Condenser	20	\$45,000.00	Total Replacement	\$45,000.00
Coolant Pumps	15	\$5,000.00	Replacement	\$12,500.00
Dehumidifier	10	\$20,000.00	Desiccant Wheel Replacement	\$60,000.00
HVAC Units	20	\$15,000.00	Estimate 4 Units	\$60,000.00
Water Heaters	10	\$10,000.00	Estimate 2 Units	\$60,000.00
Rubber Skaters Flooring	10	\$50,000.00	Replacement of flooring in High Traffic Areas	\$150,000.00
Rental Skates	10	\$75.00pr.	Replace 50% of inventory every 5 years	\$67,500.00
Skate Sharpener	10	\$10,000.00	Trade In Value \$1000.00	\$54,000.00

Estimated Capital Replacement Costs by Year

(based on 40-year life cycle)

Year	Equipment Needed	Notes	Individual Equip. Cost	TOTAL COST FOR YEAR
3	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
5	Ice Edger Hockey Nets		\$4,000 \$1,500	\$5,500
6	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
9	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
10	Hockey Nets Ice Edger Zamboni Dehumidifier Water Heaters Rubber Skaters Flooring Rental Skates Skate Sharpener	Desiccant Wheel Replacement Estimate 2 Units at \$10,000 each Replacement of flooring in high-traffic areas Three hundred skates at \$75/pair (replace 50% of inventory every 5 years) Two sharpeners at \$10,000 each	\$1,500 \$4,000 \$90,000 \$20,000 \$20,000 \$50,000 \$22,500 \$20,000	\$228,000
12	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
15	Hockey Nets Ice Edger Compressors Coolant Pumps	Two compressors at \$4,000 each Replacement	\$1,500 \$4,000 \$8,000 \$5,000	\$18,500
18	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
20	Skate Sharpener Rental Skates Rubber Skaters Flooring Water Heaters Dehumidifier Hockey Nets Ice Edger Zamboni	Two sharpeners at \$10,000 each Three hundred skates at \$75/pair (replace 50% of inventory every 5 years) Replacement of flooring in high-traffic areas Estimate 2 Units at \$10,000 each Desiccant Wheel Replacement	\$20,000 \$22,500 \$50,000 \$20,000 \$20,000 \$1,500 \$4,000 \$90,000	

8-26-2004

	Scoreboard		\$10,000	
	Chiller	Total Replacement	\$50,000	
	Condenser	Total Replacement	\$45,000	
	HVAC Units	Estimate 4 Units at \$15,000 each	\$60,000	\$393,000
21	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
24	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
25	Hockey Nets		\$1,500	
	Ice Edger		\$4,000	\$5,500
27	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
30	Skate Sharpener	Two sharpeners at \$10,000 each	\$20,000	
	Rental Skates	Three hundred skates at \$75/pair (replace 50% of inventory every 5 years)	\$22,500	
	Rubber Skaters Flooring	Replacement of flooring in high-traffic areas	\$50,000	
	Water Heaters	Estimate 2 Units at \$10,000 each	\$20,000	
	Dehumidifier	Desiccant Wheel Replacement	\$20,000	
	Coolant Pumps	Replacement	\$5,000	
	Hockey Nets		\$1,500	
	Ice Edger		\$4,000	
	Compressors	Two compressors at \$4,000 each	\$8,000	
	Zamboni		\$90,000	\$241,000
33	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
35	Hockey Nets		\$1,500	
	Ice Edger		\$4,000	\$5,500
36	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
39	Compressors	Two compressors at \$8,000 each	\$8,000	\$8,000
40	Skate Sharpener	Two sharpeners at \$10,000 each	\$20,000	
	Rental Skates	Three hundred skates at \$75/pair (replace 50% of inventory every 5 years)	\$22,500	
	Rubber Skaters Flooring	Replacement of flooring in high-traffic areas	\$50,000	
	Water Heaters	Estimate 2 Units at \$10,000 each	\$20,000	
	HVAC Units	Estimate 4 Units at \$15,000 each	\$60,000	
	Dehumidifier	Desiccant Wheel Replacement	\$20,000	
	Condenser	Total Replacement	\$45,000	
	Chiller	Total Replacement	\$50,000	
	Scoreboard		\$10,000	

8-26-2004

Hockey Nets	\$1,500	
Ice Edger	\$4,000	
Zamboni	\$90,000	\$393,000

Grand Total of Costs for 40 years \$1,378,000

* Forecasted expenditures include costs in year 40 that would extend the itemized equipments respective lifespan one more cycle.

District's Annual Payment Distribution Schedule

Year	Operating Deficit Contrib. (%)	Estimated Op Deficit Dollar Contrib	District CRRF Contrib. (%)	Estimated CRRF Contribution In \$	Estimated CRRF \$ need per above	District Expansion Fund (%)	Estimated Expansion Contribution In \$
1 - 2	90%	\$90,000	10%	\$10,000	\$0	0%	\$0
3 - 6	0%	\$0	75%	\$150,000	\$21,500	25%	\$50,000
7 - 10	0%	\$0	75%	\$150,000	\$236,000	25%	\$50,000
11-15	0%	\$0	75%	\$187,500	\$26,500	25%	\$62,500
16-20	0%	\$0	75%	\$187,500	\$401,000	25%	\$62,500
21-25	0%	\$0	50%	\$125,000	\$21,500	50%	\$125,000
26-30	0%	\$0	50%	\$125,000	\$249,000	50%	\$125,000
31-35	0%	\$0	50%	\$125,000	\$13,500	50%	\$125,000
36-40	0%	\$0	50%	\$125,000	\$409,000	50%	\$125,000
	Totals	\$90,000		\$1,185,000	\$1,378,000		\$725,000

* May be amended per Section 4.3.2.v.

Exhibit C

Use Guidelines

The purpose of these Use Guidelines is to provide for the shared use of the Ice Facility for all Park City and Snyderville Basin residents, according to the parameters set forth herein, and to designate the rights and responsibilities of the Parties regarding the shared use of the Facilities.

1. User fees for City and District users shall be the same. At such time as it may occur that Summit County contributes capital and/or operational funding, the Parties will consider a similar County-wide User Fee.
2. The City agrees to provide to the public reasonable access to the ice rink located at the Park City Recreation Complex, which it operates and maintains. The City will make best efforts to balance local programming with tourist related revenue producing events. Efforts will be made to track direct and indirect benefits of hosting events. As a guideline, the City will look to reduce the operating deficit by promoting and hosting events. Local programming should not be negatively interrupted for events that do not see a net profit through direct and indirect revenues.
3. The Parties agree that it is acceptable for ice programming operations to commence on a seasonal schedule, October through April each year. At such time that the Facility's General Manager and City can project a net benefit to the budget for year-round ice operations, the decision will rest with the decision making authority of the City.
4. The Parties agree that prior to Ice Facility occupancy they will develop and adopt Ice Facility Use Policies that shall further define and refine the operational aspects of this Attachment C. The Ice Facility Use Policies shall govern the use of the Ice Facility by all persons and groups. The Parties may alter, change, and add any rules they deem necessary to protect the public and to operate and maintain the facility at a standard acceptable to the Parties.
5. Concessions and Pro-shop Revenues. The Parties agree that the General Manager will allocate concession and pro-shop revenues in a manner consistent with the activity driving the revenue collection. Additionally, the Parties understand that the capital improvement costs associated with any upgrades to the Ice Facility design for areas such as the pro shop and concessions area for the purposes of enhancing the use of the outside fields, will be funded from the associated Fields construction budget.
6. Event Revenues. Ticket prices, if any, for an event will be determined by the entity scheduling that event and all ticket revenues shall be the property of the scheduling entity, or as otherwise agreed to between the scheduling entity and the City. Upon consent of the City, concessions may be sold at the option of the entity scheduling the event. If the scheduling entity retains concession revenues received at its events, it is responsible for payment of all applicable taxes.

7. Taxes. Taxes, if any, due on ticket sales will be paid by the entity scheduling the event for which tickets were sold.

8. Suitable Use. The parties will use the Ice Facility only in the manner for which they were constructed, and will not make any permanent or substantial physical change to the Ice Facility without first obtaining written approval of the City and District.

9. Maintenance, Repairs and Utilities. The City shall arrange and pay all costs for the janitorial, utilities, garbage collection, repairs and maintenance on the Ice Facility.

10. Compliance with Applicable Law: The City and the District agree that Ice Facility Uses will comply with all applicable federal, state and local government laws, regulations, and orders. If a specific event or activity would violate any such law, regulation or order the Parties will take all steps necessary to comply therewith, including canceling the event if compliance is not possible.



DATE: April 23, 2015

TO HONORABLE MAYOR AND COUNCIL

Staff has undertaken a regional mapping process with Mountainland Association to show growth patterns for the Wasatch Back. This presentation is an opportunity for Council to give feedback on map design and content

Respectfully:

Ann Ober, Community Relations



City Council Staff Report

Subject: Mountain Accord Update
Author: Ann Ober
Department: Executive
Date: April 23, 2015
Type of Item: Informational

Summary Recommendations:

Council feedback on the Wasatch Back 2040 map

Topic/Description: Staff has undertaken a regional mapping process with Mountainland Association to show growth patterns for the Wasatch Back. This presentation is an opportunity for Council to give feedback on map design and content

Background:

In September 2014, staff brought Council a map being developed by Mountainland Association. A similar map has been developed for the Wasatch Front. Council provided feedback at the September meeting including better delineating the County lines, showing some excluded developments and trails. Those changes have been made to the attached. However, Mountainland has requested an additional review prior to publication.

From Previous Staff Report:

The associated map provided an idealized vision of what Wasatch Front could look like in the year 2040. It illustrates the existing and planned land use, transportation facilities, economic centers, natural preservation areas and recreation connections as the Wasatch Front add 1.4 Million people by the year 2040.

In response, Mountainland Association has developed a similar map for the Wasatch Back. The map provides a vision for Wasatch and Summit Counties. Wasatch and Summit currently have a combined population of 64,000. The Governor's Office projects that the population in the two counties will expand to 130,000 by 2040.

This Vision Map will serve as a communication tool to illustrate where the growth, preservation, transportation, recreation and economic development is predicted to occur over the next 25 years.

The draft map was recently created by Mountainland Association of Government staff, with participation from Wasatch Back Communities. The map design and content are consistent with maps created for Wasatch Choice 2040. Staff is looking for Council feedback on the map prior to use by any of the agencies.

Department Review: Transportation, Mountainland Association of Governments, Legal

Recommendation:

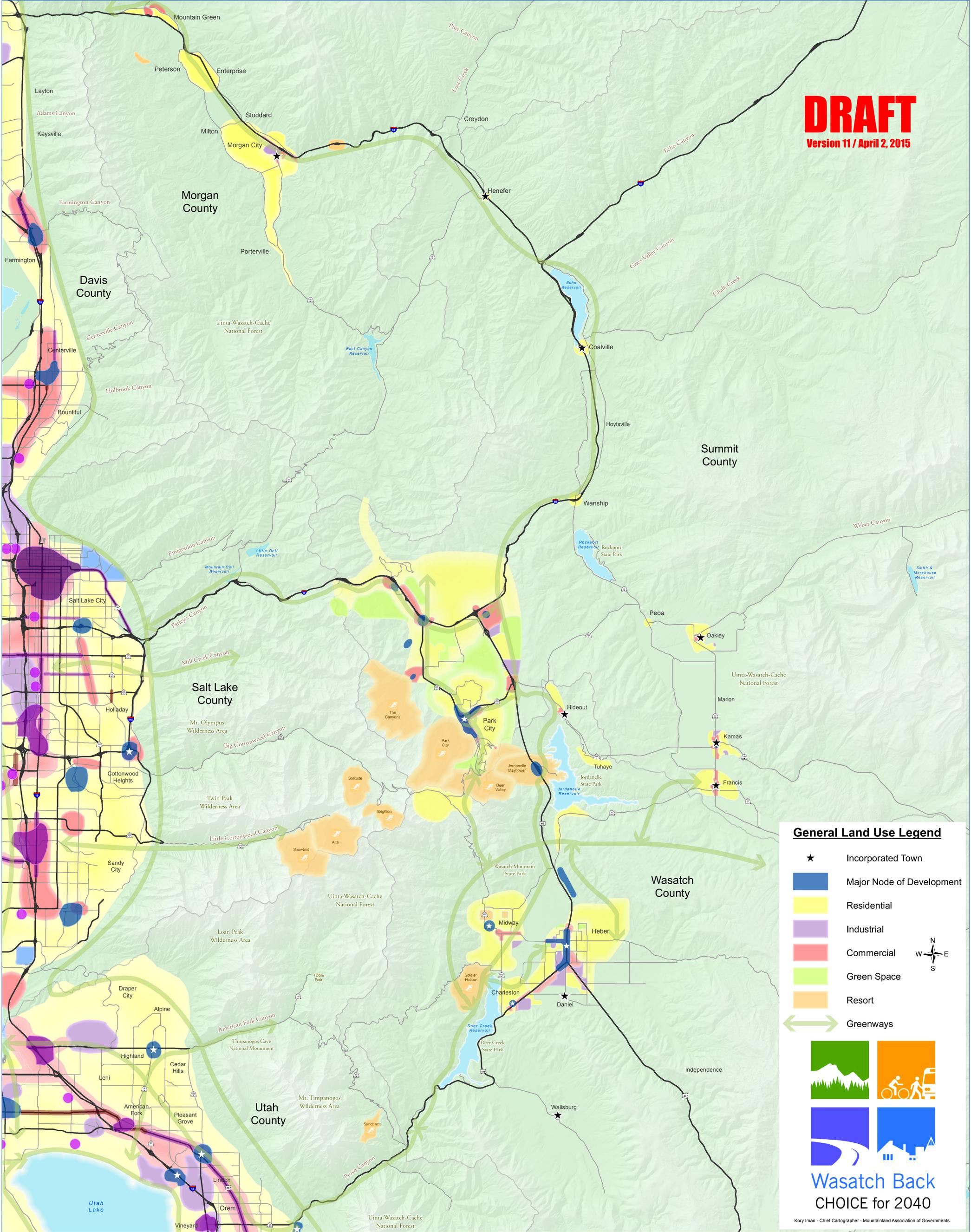
Council input

Attachments:

Wasatch Back 2040 Draft Map

Wasatch Back Choice for 2040 - Vision Map

DRAFT
Version 11 / April 2, 2015



General Land Use Legend

- ★ Incorporated Town
- Major Node of Development
- Residential
- Industrial
- Commercial
- Green Space
- Resort
- Greenways



Wasatch Back
CHOICE for 2040

Kory Iman - Chief Cartographer - Mountainland Association of Governments



DATE: April 23, 2015

TO HONORABLE MAYOR AND COUNCIL

To the Honorable Mayor & City Council:

Staff and RAB are looking to implement the following work plan for the next year:

1. Create a RAB subcommittee to work on a Recreation Facility Master Plan estimated cost \$60,000
2. Create a RAB subcommittee to work with staff on the Ice Arena Expansion
3. Create a RAB subcommittee to work with staff on recommending a location for a large acreage off-leash dog area.
4. Install shade at Creekside Park and the Park City Sports Complex
5. Complete the work around the basketball court at City Park

Respectfully:

Ken Fisher, Recreation Manager



City Council Staff Report

Subject: RAB Visioning
Author: Ken Fisher, Recreation Manager
Department: Golf, Ice, Recreation & Library
Date: April 23, 2015
Type of Item: Informational

Summary Recommendations:

Provide direction to the Recreation Advisory Board (RAB) and staff with regards to the recommended work plan for the next year.

Executive Summary: Staff and RAB are looking to implement the following work plan for the next year:

1. Create a RAB subcommittee to work on a Recreation Facility Master Plan estimated cost \$60,000
2. Create a RAB subcommittee to work with staff on the Ice Arena Expansion
3. Create a RAB subcommittee to work with staff on recommending a location for a large acreage off-leash dog area.
4. Install shade at Creekside Park and the Park City Sports Complex
5. Complete the work around the basketball court at City Park

Acronyms in this Report:

CIP	Capital Improvement Project
PCSC	Park City Sports Complex
RAB	Recreation Advisory Board
RFP	Request for Proposal

Background:

As outlined in the Recreation Advisory Boards Policy & Procedure (Attachment 1) the Board shall meet annually with the City Council to receive updated city goals and direction from City Council. The RAB met with City Council in March 2014 for this purpose. The staff report from last year is "Attachment 2".

Last year, Council was supportive of making improvements to City Park by adding a pavilion at the volleyball courts and one by the existing playground along with creating a seating area by the basketball court. RAB also worked to make improvements to the dog park by adding obstacles and to complete the fitness park at the Park City Sports Complex.

Analysis:

RAB's primary focus has been to work on the development of new parks, improvements to existing parks and the development of new recreation facilities.

The RAB and staff are looking for Council feedback and direction on the proposed work plan for the coming year.

Projects for the next year:

Develop a Recreation Facility Master Plan: The department in conjunction with Basin Recreation completed the Mountain Recreation Strategic Action Plan in July 2013. The document can be found at <http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=12391>

The top three new facilities that were identified to be constructed based on the study were a second sheet of ice, indoor aquatics and indoor field space. These are also the facilities that we should look to partner with Basin Recreation on since they are major capital facilities to not only build but to own and operate.

RAB and staff think that by developing a Recreation Facility Master Plan for the land the city owns at the Park City Sports Complex (PCSC), Clark Ranch and PC MARC will give some clarity on what amenities and facilities could potentially be developed at the various sites. Currently there are many needs that have been identified (off-leash dog area, outdoor & indoor field space, ice sheet, and aquatics) but there is no clear picture on how and what could fit on existing city property other than the possibility of a second sheet of ice being connected to the existing facility. RAB & staff believe that by developing a master plan that the space will be developed more efficiently and give clarity as to what could potentially be developed at various locations.

The City is beginning the process of updating the Parks & Open Space Impact Fee Analysis. The Recreation Facility Master Plan will be an essential piece of the Impact Fee Study which will be used in setting the appropriate fee for the next five years. The Parks & Open Space Impact Fee Analysis and Recreation Facility Master Plan are allowable expenditures of Impact Fees under the Utah State Impact Fees Act.

Once the Recreation Facility Master Plan is complete RAB & staff recommends that the plan be shared in a series of public open houses.

Throughout this process it will be vital to work closely with both the Park City School District and the Snyderville Basin Recreation District to ensure decisions are not made in a vacuum.

Ice Arena Expansion: RAB should be involved in the expansion of the ice facility, as they played a vital role in development of the PC MARC. A RAB subcommittee should be formed that would work closely with staff on this project. RAB can play a vital role as a link between staff and the public.

Large Acreage Off-Leash Dog Area: One of the priorities identified in the Mountain Recreation Strategic Action Plan is the creation of off-leash dog areas. This has been identified as having a high unmet need by the community. Additional off-leash areas have been created in the Basin with the creation of the 2.4 acre Willow Creek Dog Park and the 43 acre Run Amuck off-leash area at the base of the Utah Olympic Park to go along with previously built dog parks at Trailside Park and the City owned Dog Park at the PCSC.

RAB & staff recommend that the City looks at creating a large acreage off-leash dog area that will allow users to exercise their dogs on an extensive trail network that could be used by walkers, hikers and bikers. By having a dedicated space that

accommodates this use it will hopefully reduce some of the current conflict between dogs and people that occur on the existing trail network.

RAB & staff believe that it will be easiest to accomplish this by creating the off-leash area on land that currently is not being used versus trying to change existing uses to allow this activity. A possible location would be the recently purchased Clark Ranch as there are no existing uses on the property.

City Park: Last fall two pavilions were installed in the park. One pavilion is by the sand volleyball court and the other is located on the south end of the playing field. The last part of the project was to make improvements around the basketball court. These improvements will be completed this spring.

Playground Shade: Last year during RAB Visioning staff discussed with Council the idea of installing large fabric shade structures that would cover the existing playgrounds and fitness areas at Creekside and Park City Sports Complex.

Staff has been working with Polygon Shade Structures on this project. Staff is in the process of finalizing engineering and design with the supplier and anticipates issuing a Request for Proposal (RFP) for the installation this summer.

The project is estimated to cost \$250,000 to shade the three locations with the shade costing \$90,000 and \$160,000 for the installation.

Last Year the City Council approved funding for the sunshades with parks impact fees with \$100,000 in FY 2015 and another \$100,000 in FY 2016. With increased building activity over the last year, Park & Open Space Impact Fees are coming in at a higher level than previously budgeted. It is anticipated that the sunshade project will be able to be completed in one phase this summer. The City Manager's Recommended Budget will reflect this recommended capital budget adjustment.

Department Review: Budget, Legal, Sustainability, Golf, Ice, Recreation & Library, and City Manager

Alternatives:

A. Approve:

Provide direction to RAB and staff with regards to the recommended work plan.

B. Deny:

Council may direct RAB and staff in a different direction than the one outlined in this report.

C. Continue the Item:

Council may continue the item to a future date

D. Do Nothing:

This will result in a lack of clarity and direction to staff & RAB.

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	~ Abundant preserved and publicly-accessible open space ~ Managed natural resources balancing ecosystem needs	+ Residents live and work locally	+ Well-maintained assets and infrastructure
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Very Positive 	Neutral 	Neutral 	Very Positive 
Comments:				

Funding Source:

The following funds are currently available for improvements.

City Park Funds (CIP #cp0005)

Revenue Source	FY 2015	FY 2016 (tentative)
Lower Park RDA – Property Tax Increment	\$86,074	\$100,000
Bond Interest - Parks	\$182,547	
Current Available Funds	\$268,621	

Neighborhood Parks (CIP #cp0100)

Revenue Source	FY 2015	FY 2016 (tentative)
Parks & Open Space Impact Fees	\$116,643	\$100,000
Current Available Funds	\$116,643	

Cement Practice Walls (CIP #cp0322)

Revenue Source	FY 2015
Parks & Open Space Impact Fees	\$44,667
Current Available Funds	\$44,667*

*This project is complete and the remaining balance will go towards the shade structures at PCSC

Dog Park Improvements (CIP #cp0323)

Revenue Source	FY 2015	FY 2016 (tentative)

Parks Impact Fees	\$30,307	\$5,000
Current Available Funds	\$30,307	

Table 3 - Projects Recommended by RAB in Order of Priority

Project	Estimated Cost	Funding
Recreation Facility Master Plan	\$60,000	Parks & Open Space Impact Fees
Fabric Shade at PCSC & Creekside	\$250,000	Parks & Open Space Impact Fees
City Park Basketball Court	\$10,000	Bond Interest

Consequences of not taking the recommended action:

No action is required only direction to the RAB and staff with regard to the items outlined in the proposed work plan.

Recommendation:

Provide direction to RAB and staff with regards to the recommended work plan for the next year.

Attachment 1: Policies & Procedures

RECREATION ADVISORY BOARD

Policies and Procedures

1. The RECREATION ADVISORY BOARD (BOARD) is created by Municipal Code of Park City ("Code") Section 2-4-17, attached as Exhibit A and incorporated herein. Nothing in these policies shall overrule any requirement in Section 2-4-17, as amended
2. The Board will advise City Council and staff on parks and recreation policy as requested by the City Council and consistent with the Code. The City Council will refer particular matters to the Board for discussion, public input and recommendations. The Mayor or Council liaison member will communicate the Council's referral of a matter to the Board.
3. The Board shall meet annually with the City Council as part of the Council's visioning workshop, or as otherwise directed by the Council, to receive updated city goals and direction from the City Council.
4. The Chair of the Board shall communicate regularly with the City Council Board liaison member regarding priorities of the Board as they relate to City Council goals. The City Council liaison member will typically report Board progress on matters to the City Council at least once a month. The Board will provide a quarterly progress report to the City Council during work session of a regular meeting.
5. The role of the City Council liaison will be to:
 - Attend regularly scheduled meetings.
 - Communicate back to the Board recreation issues brought to Councils attention, or acted on by City Council.
 - Notify Council of recreation issues brought to the Board by citizens.
 - Align Board priorities with Council goals.
 - Be a non-voting member of the Board.
6. The Board may request background information from the recreation staff, but such requests shall typically occur at meetings and information shall be requested by the Board as a whole, and all members of the Board shall receive a copy of the information. Board members will use reasonable efforts to communicate independent research material and ex parte information received from the public to the other Board members.

7. Closed meetings may only be held for purposes authorized by U.C.A. 54-4-5, as amended. A quorum for the transaction of business shall be a simple majority of the Board members. Minutes shall be kept at all meetings.
8. Special Task Forces for the study of particular issues may be created by the Mayor and Council. Task Forces may include members of the Board. They will typically serve for 6 months, or until they have completed the work for which they were appointed. Each Task Force shall meet goals and objectives as outlined by the Mayor and Council. The Task Force will elect a Chair to communicate with the Mayor and City Council. City Manager will approve any staff involvement in these Task Forces.
9. Special committees may be appointed by the Chair, with the advice and consent of the Mayor and City Council. These committees will deal with operational and capital project issues. City Manager will approve any staff involvement in these committees.
10. Special "Friends" groups may be formed by Staff, with the advice and consent of the Mayor, City Council, and City Manager. These groups may include members of the Board. Staff will communicate directly with Council any Council issues brought to the group. These groups will deal with user specific programming, operational, and capital issues.
11. At its first meeting, and annually thereafter, the Board shall elect a Chair, Vice-Chair and any additional officers as necessary. The Chair shall preside at all meetings, appoint all committees with the concurrence of the Board, call special meetings, and generally perform the duties of a presiding officer. The Vice-Chair or a Board member designated by the Chair shall preside when the Chair is absent. The agenda for meetings shall be prepared and noticed by the Recreation Manager and the Chair.
12. The Board shall also act as a sounding board for new recreation policies and programs. The Board will hear initial proposals by the public for new programs and ideas, unless otherwise decided by the City Council. Prior to initiating staff time or resources on a new program or policy, the Board shall inform the City Council of the matter and request direction on how to proceed and the timing priority of the new matter.
13. The Board may provide annual policy recommendations in conjunction with the City's review of the General Plan with regard to use of City facilities and property for recreation purposes, and recommendations on recreation policies generally.



City Council Staff Report

Subject: RAB Visioning
Author: Ken Fisher, Recreation Manager
Department: Recreation & Library
Date: March 6, 2014
Type of Item: Informational

Summary Recommendations:

Provide direction to the Recreation Advisory Board (RAB) and staff with regards to the recommended work plan for the next year.

Topic/Description:

Annual RAB Visioning with Council

Background:

As outlined in the Recreation Advisory Boards Policy & Procedure (Attachment 1) the Board shall meet annually with the City Council to receive updated city goals and direction from City Council. The RAB met with City Council in February 2013 for this purpose. The staff report from last year is "Attachment 2" and the minutes are Attachment 3.

Last year, Council was supportive of the rebuilding and expansion of the City Park Tennis Courts & the PC MARC Outdoor Tennis Courts; development of a practice wall; completion of a Recreation Master Plan; development of Cardio in the Park; additional dog park improvements and potentially additional playground shade.

Analysis:

RAB's primary focus has been to work on the development of new parks, improvements to existing parks and the development of new recreation facilities.

The RAB and staff are looking for Council feedback and direction on the proposed work plan for the coming year.

Projects for the next year:

Mountain Recreation Strategic Action Plan: The department in conjunction with Basin Recreation completed the Mountain Recreation Strategic Action Plan in July 2013. The document can be found at <http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=12391>

The top three new facilities that were identified to be constructed based on the study were a second sheet of ice, indoor aquatics and indoor field space. These are also the facilities that we should look to partner with Basin Recreation on since they are major capital facilities to not only build but to own and operate.

RAB recommends that the City begins the process of testing the level of public support in using general obligation (GO) bonds to fund implementation of these facilities. This would entail issuing a RFP for conceptual design and an operational assessment on the facility. The RFP would also outline several public meetings so the public can weigh in on the facilities. In order to gauge public support for a potential GO Bond it is necessary to get a clearer picture of what the facilities will potentially look like, where they are located as well as what they may cost to own & operate. Another component of the study would be to gauge public support for voter issued General Obligation Bonds. RAB & staff are concerned that while residents have identified that their needs are not being met and desire these facilities, there is a real concern about their willingness to tax themselves to build them. The RFP would likely be issued in collaboration with Basin Recreation with the costs split 50/50.

Basin Recreation is currently contemplating a GO Bond in November of 2014 for open space and other recreational improvements. If they place a bond on November's ballot it is likely that the earliest they would place another bond on the ballot would November 2016.

Currently there are no funds budgeted for the steps outlined above. If Council is supportive of moving forward with the implementation of the Mountain Recreation Strategic Action Plan for these three major facilities staff will submit a CIP request for each facility as part of this year's budget process. It is estimated that if the facility analysis is split 50/50 with Basin Recreation we would need approximately \$35,000 per facility. A total contribution from Park City of \$105,000 would be required to analyze all three identified facilities. This is 50% of the estimated total cost.

City Park: The widening of the Poison Creek Trail is a walkability project that will be under construction this spring. Heinrich Deters approached RAB about the possibility of additional park improvements that could be made as part of the project as well as to receive input from RAB on what is planned.

RAB is supportive of the project and liked the idea of developing backcountry trails that would gain access to the stream as well as thinning of branches in the Boo Radley forest. The soil would not be disturbed but a backcountry trail network could be created that is covered with wood chips.

Recreation & Parks staff met with Alliance Engineering to identify improvements that could be made around the sand volleyball courts and the basketball court by the Recreation Building as well as the location of additional pavilions in the park.

Currently the area by the basketball & volleyball court has no formal seating area. Due to this the area by the bathrooms on the east side of the building is in very poor shape with no grass on the hill and is a maintenance issue for parks. Alliance Engineering is working on some conceptual design that will clean up that area and create some formalized seating similar to what is by the softball field. The concrete sit wall would not have turf in it for seating but instead pavers so maintenance is easier.

Staff also identified two locations for additional pavilions within the park. One would be a small pavilion by the south west corner of the sand volleyball courts by the recreation building. The second location is in the area just north of the playground in the park.

This pavilion could be larger and potentially rented out to park users. This location would provide shelter for those using the playground as well as those using the playing field. The fabric shade structure that is on the west side of the recreation building is currently not available for rent and is used during the week by the summer day camp that operates out of the building.

Additional pavilions were identified as “Low Hanging Fruit” in the Mountain Recreation Strategic Action Plan. “Low Hanging Fruit” was defined as projects that are under \$1 million for planning and construction costs, and can be implemented on an on-going basis using existing resources of the agencies, and can be implemented by each agency on its own timeline (pg. 25).

At this time staff does not have a firm cost estimate for the work from Alliance Engineering but believes it will be in the \$75,000 range. There is sufficient funding in the current City Park CIP to cover the project.

Fitness in the Park: Staff is moving forward with implementation of this project. A Manager’s Report went to Council on January 23, 2014 that outlined the location and cost of the equipment. Council was supportive of the project at that time. The outdoor fitness equipment from FitGround will be located at the Park City Sports Complex. The equipment will cost \$29,428 which is covered in the existing CIP for the project. The equipment has been ordered with anticipated delivery in April. The site prep is not included in the price above and will likely need additional funds from impact fees to cover this work.

Dog Park Improvements: This past fall a 16’ X 16’ pavilion was installed at the Bark City Dog Park at the Park City Sports Complex. Due to the weather the contractor decided to wait till spring to pour the concrete pad that will go under the pavilion. The cost to purchase and install the pavilion was \$16,596 before the pad is poured underneath it.

RAB and staff conducted a survey of dog park users in July 2012. The top three improvements identified in the survey that could be made to the Bark City Dog Park were additional shade, dog training & agility equipment and variations in terrain (berms & hills). RAB and staff would like to move forward with the agility equipment and variations in terrain.

Currently there is \$33,404 allocated for improvements to the dog park. Obstacles cost between \$700 and \$3,000 per obstacle. To add some variety in terrain is estimated to cost between \$5,000 and \$10,000 depending on the availability of dirt.

Playground Shade: Last year during RAB Visioning staff discussed with Council the idea of installing large fabric shade structures that would cover the existing playgrounds at Prospector, Creekside and Park City Sports Complex.

Last year Council was looking for more information on the potential project before moving forward. Staff was unable to get to this project last year but would like to research and look at options for this coming year. RAB and staff also recommends that we look at adding shade to the Fitness in the Park area.

From last year's staff report: *In the summer several of our playgrounds have intense sun which makes sun exposure for kids an issue that parents must try to mitigate. As a result our playgrounds tend to experience the most use when the sun is lower on the horizon and see limited use during the middle of the day. Our parks have shade structures for picnics and such (except Park City Sports Complex) for users to get out of the sun but none of the playgrounds are covered. RAB recommends that the City install fabric shade structures over the playgrounds at Creekside Park, Prospector Park and at Park City Sports Complex. Creekside playground is comparable in size to the one at Matt Knoop Memorial Park but the other two locations are smaller. Estimated cost ranges from \$50,000 to \$200,000 depending on location and the number of structures installed*

Last Year the CIP Committee approved funding for the sunshades with parks impact fees with \$100,000 in FY 2015 and another \$100,000 in FY 201. This funding is under the Neighborhood Parks project. The funding for this project is dependent on impact fee revenues.

Emergency Call Boxes in Parks: At last year's RAB Visioning Council asked RAB to look at adding Emergency Call Boxes in the parks. Staff contacted Hugh Daniels, Emergency Program Manager, who provided great information on the call boxes.

He said the Building Safety Committee discussed the issue as well as having discussed it if our security camera and access control vendor. Hugh also polled some colleagues who have these, which are mostly at universities/colleges.

He did not find any cities that were currently using Emergency Call boxes. There were a few who used to use the hardwired variety but took them out with the advent of cell phones and the large number of prank pushes or calls. The Emergency Call boxes are most effective when they have a camera used in conjunction with them, however to do that and get them connected to our network is very expensive. A basic call box starts around \$5,000 and go up from there. It is estimated that to get a unit with a camera & connect it to the network will be an additional \$5,000 to \$10,000 per unit as they would need electricity.

The City currently has a number of call boxes out at the Park and Ride lot (required by the FTA grant and due to the remoteness of the lot). Those have spent more time offline than on (a lot has to do with our climate). The Building Safety Committee felt with cell phone availability and a poor cost/benefit ratio, plus the opportunity for misuse they were not recommended. Our vendor says they are expensive, definitely have maintenance issues in our climate and they do not do a lot of installations anymore. There is also the concern about providing a false sense of security.

Chief Carpenter and Daniels are looking into the possibility of cameras and/or call boxes at our various tunnels. There are four exterior video cameras at the City Park Recreation Building and long-term plans to add cameras at the Skateboard Park.

Department Review: Budget, Legal, Police, Sustainability, Emergency Management Recreation & Library, and City Manager

Alternatives:

C. Approve:

Provide direction to RAB and staff with regards to the recommended work plan.

D. Deny:

Council may direct RAB and staff in a different direction than the one outlined in this report.

C. Continue the Item:

Council may continue the item to a future date

D. Do Nothing:

This will result in a lack of clarity and direction to staff & RAB.

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	~ Abundant preserved and publicly-accessible open space ~ Managed natural resources balancing ecosystem needs	+ Residents live and work locally	+ Well-maintained assets and infrastructure
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Very Positive 	Neutral 	Neutral 	Very Positive 
Comments:				

Funding Source:

The following funds are currently available for improvements.

City Park Funds (CIP #cp0005)

Revenue Source	FY 2014	FY 2015 (tentative)
Lower Park RDA – Property Tax Increment	\$4,331	\$100,000
Bond Interest - Parks	\$184,510	
Current Available Funds	\$188,841	

Neighborhood Parks (CIP #cp0100)

Revenue Source	FY 2014	FY 2015 (tentative)
Open Space Impact Fees	\$10,652	\$100,000
Current Available Funds	\$10,652	

Fitness in the Park (CIP #cp0321)

Revenue Source	FY 2014
Open Space Impact Fees	\$20,286
Current Available Funds	\$20,286

Cement Practice Walls (CIP #cp0322)

Revenue Source	FY 2014
Open Space Impact Fees	\$59,667
Current Available Funds	\$59,667

Dog Park Improvements (CIP #cp0323)

Revenue Source	FY 2014	FY 2015 (tentative)
Open Space Impact Fees	\$33,404	\$5,000
Current Available Funds	\$33,404	

Table 3 - Projects Recommended by RAB in Order of Priority

Project	Estimated Cost	Funding
Fitness in the Park	\$10,000	Impact Fees; will need to use additional impact fees that are budget for practice walls. Estimated total project cost of \$45,000
City Park Pavilions	\$75,000	RDA & Bond Interest
Mountain Recreation Strategic Action Plan	\$105,000	Submit budget request through CIP budget process. Will need to be funded with General Fund.
Dog Park Improvements	\$30,000	Fund with Impact Fees
Playground Shade	\$50,000 to \$200,00	Fund with Impact Fees; submit funding through upcoming budget process.

Consequences of not taking the recommended action:

No action is required only direction to the RAB and staff with regard to the items outlined in the proposed work plan.

Recommendation:

Provide direction to RAB and staff with regards to the recommended work plan for the next year.



DATE: April 23, 2015

TO HONORABLE MAYOR AND COUNCIL

This contract with Miller Paving Inc. Is for the construction of the McHenry Avenue Re-Construction Project as designed by Ward Engineering. Council has approved funding for this project in Capital Project cp0157 (OTIS Phase III).

The major constructed elements of this project will include road removal and replacement, drainage improvements, gas line replacement; repair/replacing a section of the existing sewer. Traffic signs, regulatory signage will also be installed and guardrail along the lower section of McHenry Avenue is planned to be installed.

Respectfully:

Matthew Cassel, City Engineer



City Council Staff Report

Subject: Construction Agreement for McHenry Avenue Re-Construction Project
Author: Matthew Cassel, Engineering
Date: April 23, 2015
Type of Item: Administrative

Summary Recommendations:

Staff recommends City Council authorize the City Manager to execute a construction agreement for the McHenry Avenue Re-Construction Project with Miller Paving Inc. in a form approved by the City Attorney and for an amount of **\$421,363**.

Executive Summary:

This contract with Miller Paving Inc. is for the construction of the McHenry Avenue Re-Construction Project as designed by Ward Engineering. Council has approved funding for this project in Capital Project cp0157 (OTIS Phase III).

The major constructed elements of this project will include road removal and replacement, drainage improvements, gas line replacement; repair/replacing a section of the existing sewer. Traffic signs, regulatory signage will also be installed and guardrail along the lower section of McHenry Avenue is planned to be installed.

Acronyms

OTIS – Old Town Improvement Study

ROW – Right-of-Way

SBWRD – Snyderville Basin Water Reclamation District

NTMP – Neighborhood Traffic Management Program

Background:

City Council adopted OTIS in 2002. This was actually the second study, as the City had been steadily improving infrastructure in Old Town since an earlier study in 1992 made similar recommendations. Street projects which have been completed since 1992 include most of Swede Alley, King Road, Ontario Avenue (waterline only), Marsac Avenue, Woodside Avenue south of 12th Street, Upper Park Avenue, Prospect Street, Upper Norfolk and lower Woodside/Norfolk, Hillside Avenue, Sandridge Avenue, Empire Avenue, 10th Street and 11th Street.

In May 2011, the OTIS study was updated with current estimates of construction costs and a reprioritization of projects. Though McHenry Avenue was not the next project up, circumstances as described below made it the next project.

The 2011 re-prioritized OTIS projects were as follows and in order of when they would be completed:

- Empire Avenue,
- Sullivan Road,
- Chambers Avenue (waterline only)
- 8th Street,
- 14th Street,
- 15th Street,
- Rossi Hill Drive,
- McHenry Avenue

Because of the waterline projects in the summer of 2014 and the Empire Avenue project from the previous two years, starting another project in the same immediate area appeared to staff to inflict more pain. Staff decided to give this area a year off from OTIS construction and not do 8th, 14th or 15th Streets. Because of the impacts to Lowell Avenue from the transmission waterline and gas line installation from the last two years, it is anticipated that Lowell Avenue will be the next OTIS project with construction in the summer of 2016.

Because Sullivan Road is located in the Soil Ordinance Boundary, staff has delayed any OTIS project located in the Soil Ordinance Boundary because the construction estimates did not include the cost to haul soils to a repository and the hope is that a solution will be found before it is time to do these projects.

Rossi Hill Drive is currently in the Neighborhood Traffic Management Program (NTMP) process due to parking and emergency access concerns and complaints. These concerns are currently being addressed but will not be resolved for another six months or so.

Analysis:

Ward Engineering (project designer) and staff advertised to obtain competitive bids for the McHenry Avenue Re-Construction Project. The project was advertised in the Park Record and the Salt Lake Tribune. Bids were received on April 16th, 2015 and four (4) bids were received.

<u>COMPANY</u>	<u>TOTAL BID</u>
Miller Paving Inc.	\$421,362.53
MC Contractor	\$570,385.69
Beck Construction	\$585,500.00
B. Jackson	\$777,936.50

The low bid submitted by Miller Paving Inc. was reviewed and determined to be compliant with the terms of the Contract Documents. The consultant engineer's estimate for the project is \$478,438. SBWRD will be responsible for \$46,939.21 of Miller Paving's bid, which is for sewer work, while Park City will be responsible for the remaining \$374,423.32.

Included in the contract is an incentive clause. The contract requires substantial completion by July 21, 2015. The incentive provided is \$1,500 per working day for every day the contractor attains substantial completion ahead of schedule. There is a cap of 10 working days for the incentive. There is also a \$1,500 per day Liquidated Damage clause for every day the contractor goes beyond substantial completion.

Capital Project cp0157 contains \$1,950,000 which was approved for OTIS Phase III projects. Funding for OTIS projects are part of the Council adopted 10-year Additional Resort Communities Sales Tax plan and the 5-year CIP. Snyderville Basin Water Reclamation District (SBWRD) and Questar Gas will finance the design and construction of their own portion of the project.

Contractually this project will be structured similar to how we structure our projects in the past with SBWRD. The contractor will contract directly with the City to complete all the work described previously including SBWRD's share. Upon receiving invoices from the contractor that includes work to be paid by SBWRD, staff will send SBWRD an invoice for their share of the invoice. An agreement between Park City and SBWRD will be in place prior to starting the construction. Questar Gas work will not be part of the City's contract; rather, they will contract directly with their own contractor and coordinate with the City's contractor to get the work completed.

Operation and Maintenance impact caused by this project - This project is the replacement/repair of existing infrastructure (road, sewer, gas) and will not increase Public Utilities operation and maintenance demand for these elements. The project will add a small storm drain system that will periodically require inspection and guardrail along the lower section of McHenry Avenue. The storm drain and guardrail addition should only be a minimal increase in Public Utilities operation and maintenance demand.

To keep the residents along McHenry Avenue informed and provide them with a venue to voice their issues and concerns, three public involvement meetings were to be scheduled to be held during the course of the project. The first public meeting was held during the preliminary design phase of the project and captured the resident's initial concerns. The second public meeting was held as the design was nearing completion and was 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 is starting and give them a chance to meet the contractor and again a chance to voice their concerns.

Critical elements of this project include providing resident's access during roadway construction, providing access to the three homes currently under construction and minimizing full road closures. Conducting the neighborhood meetings and providing a dedicated public involvement firm (VIA Consulting) will help staff better understand and address access issues as the project continues to progress.

Department Review:

This report has been reviewed by Public Utilities, Legal, Budget and the City Manager’s office. All issues have been resolved.

Alternatives:

A. Approve the Request:

This is the staff’s recommendation.

B. Deny the Request:

This could make it impossible to complete the re-construction in the 2015 construction season.

C. Continue the Item:

If the Council needs more information the item can be continued, but this would probably impact the contractor’s ability to complete the re-construction this season.

D. Do Nothing:

This option would make it impossible to complete the construction in a timely manner.

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?	+ Balance between tourism and local quality of life			+ Well-maintained assets and infrastructure
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Positive 	Neutral 	Neutral 	Positive 
Comments:				

The construction of McHenry Avenue will impact the adjacent residents. Coordination before and during construction with the adjacent residents will not eliminate the impacts but should greatly help the situation. The funds for the 2015 construction have already been appropriated, as mentioned above, so there are no budget impacts which the Council hasn’t already considered.

Consequences of not taking the recommended action:

By not taking the recommended action, McHenry Avenue would not be completed this year. Its affect will mostly be felt by the home owners along McHenry Avenue.

Recommendation:

Staff recommends City Council authorize the City Manager to execute a construction agreement for the McHenry Avenue Re-Construction Project with Miller Paving Inc. in a form approved by the City Attorney and for an amount of **\$421,363**.

Exhibits – Ward Engineering's Award Letter of Recommendation
McHenry Avenue Re-Construction Bid Tabulation



Ward Engineering Group

Planning • Engineering • Surveying

231 West 800 South, Suite A Salt Lake City, UT 84101

Phone: 801.487.8040 Fax: 801.487.8668

www.wardeg.com

April 17, 2015

Matthew Cassel, P.E.
Director of Engineering
Park City Municipal Corporation
445 Marsac Avenue
P.O. Box 1480
Park City, UT 84060

**RE: Recommendation to Award Construction Contract
McHenry Avenue Reconstruction**

Mr. Cassel:

PCMC received four bids in response to the above referenced project on April 16, 2015, where bids were opened and read aloud (see attached Bid Abstract). The apparent low bidder was Miller Paving, Inc.

Upon evaluation of Beck Construction's bid, all bid schedules were completed in full, and we do not observe any inconsistencies or bid irregularities. Additionally, the following required items were submitted as part of the bid.

- Bid security in the amount of 5% guaranteed by: The Western Surety Company.
- Signed and Dated Bid
- Completed Bid Form (Supplemental)
- Acknowledgement of Addenda No. 1

Based on this information, we recommend awarding the project, any or all bid schedules, to Miller Paving, Inc.

Respectfully,
WARD ENGINEERING GROUP

Brendan Thorpe, P.E.
Project Manager

MCHENRY AVENUE RECONSTRUCTION

BID ABSTRACT, APRIL 16, 2015
PARK CITY MUNICIPAL CORPORATION

Bidder	Base Bid (Schedule A)	Schedule B	Schedule C	Schedule D	Total Bid
Beck Construction & Excavation	410,217.75	52,455.00	52,925.50	69,901.79	585,500.00
B Jackson Construction	577,920.00	68,315.00	75,761.00	55,940.50	777,936.50
Miller Paving, INC	284,439.48	46,939.21	41,266.95	48,716.89	421,362.53
MC Contractors, LLC	397,501.28	67,112.55	43,564.06	62,207.80	570,385.69
ENGINEER'S ESTIMATE	361,826.82	25,173.02	31,333.65	60,104.05	478,437.54



DATE: April 23, 2015

TO HONORABLE MAYOR AND COUNCIL

- 1. Staff requests authorization to proceed with the Main Street Improvements Project and authorize the City Manager to enter into a construction manager at risk (CMAR) contract in a form approved by the City Attorney's Office with Miller Paving Inc. in the amount of Nine Hundred Twenty Three Thousand Three Hundred Ninety Three Dollars. (\$923,393).**
- 2. Staff requests Council waive Parking Fees estimated at Seventy Six Thousand Seven Hundred Ninety Six Dollars (\$76,796)**

Respectfully:

Matthew Twombly, Senior Project Manager

City Council Staff Report



Author: Matthew Twombly
Subject: Main Street Improvements - Award of Construction Manager at Risk (CMAR) Contract
Date: April 14, 2015
Type of Item: Administrative - Award of Contract, Waiver of Fees

Sustainability

Summary Recommendation –

1. Staff requests authorization to proceed with the Main Street Improvements Project and authorize the City Manager to enter into an Addendum #1 to the construction manager at risk (CMAR) contract in a form approved by the City Attorney’s Office with Miller Paving Inc. for the Guaranteed Maximum Price (GMP) of Nine Hundred Twenty Three Thousand Three Hundred Ninety Three Dollars. **(\$923,393).**
2. Staff requests Council waive Parking Fees estimated at Seventy Six Thousand Seven Hundred Ninety Six Dollars (\$76,796).

Topic: 2015 Main Street Improvement Project.

Acronyms in this Report:

CMAR	Construction Manager at Risk
CMGC	Construction Manager General Contractor
GMP	Guaranteed Maximum Price
HDDR	Historic District Design Review
HPCA	Historic Park City Alliance
PCMC	Park City Municipal Corporation

Background:

On March 19, 2015 Council awarded the Construction Manager at Risk contract for pre-construction services to Miller Paving Inc. In order to expedite the Main Street Improvement project, Miller Paving and the project team worked together to complete the plans and bid package for the section of Main Street sidewalks between 5th Street and 4th Street on the West side, and the section of Main Street between 4th Street and the Brew Pub on the East side. The sidewalk project for 2015 contemplates continuing with the same design, materials and patterning performed over the last two years.

Due to the construction impacts of 333 Main Street, the project team has tentatively scheduled the construction to start at 4th Street and move up the street to the Brew Pub. The least impactful time for construction is early in the Spring after the resorts close. Questar Gas has mobilized and begun work starting in this same section. The project team anticipates beginning the sidewalk construction the beginning of May after Questar gets a little ahead of Miller. There is one dining deck at Ciscero’s where the

work may leap frog ahead to get that section to least impact the dining deck timing of installation. That will be worked out depending on Questar Gas's schedule.

The City's Community Engagement Liaison, Craig Sanchez, has begun meeting with the HPCA and all of the merchants, managers or other representatives for the businesses affected by the sidewalk improvements. The City will continue to coordinate the construction throughout the project.

Analysis:

Consistent with State code and PCMC procurement policy Miller Paving received bids and competitive quotes on April 14th, 2014 for the subcontracts for the 2014 Main Street Improvements project. The request for bids was advertised in the Park Record on April 1 and 4th, 2015, and in the Salt Lake Tribune March 31st and April 1st, posted on the Utahlegals.com, the City's website and e-notify.

The GMP does not include the \$7,200 awarded to Miller Paving for the preconstruction services on March 19th. The GMP includes the general conditions, the cost of the bond, all the subcontract costs, the Construction Manager's fee of 7% for all the subcontracts, an allowance for hauling hazardous soils and a contingency. The general conditions are the costs associated with the construction manager's on-site personnel including vehicles, travel, wages, etc., as well as other expenses to manage the site such as traffic control, ramps, construction fencing and other incidental expenses. A contingency is included because the plans were at 90% when they were bid. There is a 20% cost sharing clause to the contractor in the contract if the contingency is not or only partially used.

The estimated budget from 2013 for this portion of Main Street is \$1,217,370 including utilities. There will also be the cost of testing and the tipping fees for the soils. They are estimated at approximately \$30,000. New Street lights at \$60,000. The water department will pay their share of project costs estimated at approximately \$70,000 and storm drain work estimated at approximately \$130,000.

	Linear feet/ (Units)	Estimated (no inflation)	Completed to Date	Actual Cost
Main Street Sidewalks 2013	830	\$987,700	100%	\$932,000
Main Street Sidewalks 2014	1110	\$1,320,900	100%	\$1,105,000
Main Street Sidewalks 2015	1023	\$1,217,370	0%	GMP + Misc
Main Street Sidewalks Total	5660	\$6,735,000	34%	\$2,037,000
Plazas/Misc. Streetscape		\$838,672	100%	\$994,800

2013				
Plazas/Misc. Streetscape 2014		\$1,156,121	46%	\$780,000/\$1,527,575
Plazas/Misc. Streetscape Total		\$8,800,000	19%	\$1,684,800

2. Parking

In order to reconstruct the sidewalks the contractor will require a staging area for materials and equipment off of Main Street and is proposed in the Historic Wall lot the same as the last two years of construction. This staging is approximately 22 spaces. To perform the work on Main Street the contractor will displace about 10 parking spaces as they move along the street. The City Hall Plaza was not considered in the application and analysis as the parking lot would not be available due the reconstruction. On April 2, 2015 staff submitted an Application for Special Use of Parking Facilities for the spaces to Parking Services.

The administrative policy for the waiver of Parking Permit Fees requires City Council approval for waivers over \$5,000. The City Manager is permitted to waive fees for public or non-profit projects which are deemed to serve a beneficial public purpose. When a fee waiver is requested for over \$5,000 the Parking Department shall be responsible to perform an analysis indicating how a fee waiver would affect the position of the department.

The parking waiver is estimated to be approximately **\$76,796** for the 10 spaces on Main Street and Swede Alley. Main Street construction is for 168 days which will be from approximately May 4, 2015 until October 15, 2015. The construction will also take 22 spaces on Swede Alley for 189 days from April 13, 2015 until October 15, 2015 to finish the Bear Bench, City Hall Plaza and 2015 Main Street sidewalks. Under section 7.10 of the Park City fee schedule, fees for special use of public parking are a daily rate of \$16 per space for Main Street and \$12 per space for Swede Alley.

Parking Services provided an analysis of the revenue based on the application to take parking for construction attached as Exhibit A. The analysis estimated the lost meter revenue to be \$15,525 so staff recommends that Council waive the parking fees for the Main Street sidewalk reconstruction in the amount of \$76,796.

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

Alternatives:

- A. 1. Approve the request, and authorize the City Manager to enter into a construction manager at risk (CMAR) contract in a form approved by the City Attorney’s Office with Miller Paving Inc. in the amount of Nine Hundred Twenty Three Thousand Three Hundred Ninety Three Dollars. (\$923,393):
 2. Waive parking fees in the amount of Seventy Six Thousand Seven Hundred Ninety Six Dollars (\$76,796) (Staff recommendation)
- B. Modify the request: Council could choose to modify the project and redo the CMGC selection process, which would delay the project.
- C. Deny the request: Council could choose to not continue with the project at this time.
- D. Continue the Item: Council may feel there is not enough information to make a decision, which will delay the project and the proposed schedule.
- E. Do Nothing: Same effect as continuance.

Significant Impacts:

	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?	+ Balance between tourism and local quality of life ~ Varied and extensive event offerings + Accessibility during peak seasonal times + Safe community that is walkable and bike-able + Internationally recognized & respected brand (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	- Managed natural resources balancing ecosystem needs ~ Enhanced water quality and high customer confidence ~ Reduced municipal, business and community carbon footprints ~ Economically and environmentally feasible soil disposal (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	~ Preserved and celebrated history; protected National Historic District + Shared use of Main Street by locals and visitors + Entire population utilizes community amenities + Community gathering spaces and places + Vibrant arts and culture offerings (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	+ Well-maintained assets and infrastructure (+/-) (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 	Negative 	Very Positive 	Positive 
Comments: Events and accessibility may have temporary negative impacts during construction, but the improvements are positive in the long term. Storm water improvements will have a neutral effect on water quality. The carbon footprint will be neutral even though more resources are used due to the maintenance and lifecycle costs of the materials we are considering for Main Street. The historic side is neutral in that we will celebrate historic sites and provide information, but many may consider the improvements less than desirable as historic.				

Funding Source:

There is currently approximately \$1,217,370 estimated for the 2015 Main Street Sidewalks Improvement project out of the \$15 M 10 year project budget. The water

department will pay their share of project costs and Engineering will pay for the storm drain improvements out of the storm drain CIP. Sustainability, Public Works, Planning, Engineering and other City staff resources will be required to complete the project.

Staff Recommendations:

- 1. Staff requests authorization to proceed with the Main Street Improvements Project and authorize the City Manager to enter into a construction manager at risk (CMAR) contract in a form approved by the City Attorney's Office with Miller Paving Inc. in the amount of Nine Hundred Twenty Three Thousand Three Hundred Ninety Three Dollars. (\$923,393).**
- 2. Staff requests Council waive Parking Fees estimated at Seventy Six Thousand Seven Hundred Ninety Six Dollars (\$76,796)**

| Exhibit A. Parking Analysis

Exhibit A

Financial Impacts to Parking Services

As part of the administrative policy for parking fee waiver requests, Parking Services is required to provide analysis for fee waiver impacts on the financial position of the department. Two projects are discussed within this analysis:

Main Street and 480 Swede – The project will occupy 10 Main Street spaces for 168 days and 22 spaces for staging in Swede Alley for 189 days. From section 7.10 Fees for Special Use of Public Parking within the Park City Fee Schedule, the fees for Main Street parking space use total \$26,880 and Swede Alley \$49,896. The Swede Alley spaces generate no revenue and would not financially impact Parking Services beyond minimal citation revenue. The Main Street spaces however generate meter revenue and would impact the Parking fund finances.

Based on actual meter revenue from FY2014, the average per Main Street space was \$1,220 for a similar period of time as the project (\$1,600 annual). Staff estimates this would be higher by about 25% based on the extension of metered parking from 8pm to 11pm, or about \$1,525 per space. Estimated lost meter revenue loss for the 10 metered spaces would total \$15,525, which represents about 4% of total annual meter revenue for the parking fund.

Special use of public parking fees are calculated at \$16 per space per day which would total \$26,880, which is the amount of the fee waiver requested.



DATE: April 23, 2015

TO HONORABLE MAYOR AND COUNCIL

Staff recommends that the City Council consider extending the Street Dining within the Main Street Right-of-Way program for another term. The extension includes the renewal of leases of City property/Right-of-Way for several restaurants located on Main Street, so that they can have on-street dining on City property from May 1st - October 30th, 2015. Staff also requests to add Silver Restaurant to the program starting this 2015 season.

Respectfully:

Francisco Astorga, Senior Planner



City Council Staff Report

Subject: 2015 Street Dining on Main
Author: Francisco Astorga, Senior Planner
Department: Planning
Date: April 23, 2015
Type of Item: Administrative

Executive Summary:

Staff recommends that the City Council consider extending the Street Dining within the Main Street Right-of-Way program for another term. The extension includes the renewal of leases of City property/Right-of-Way for several restaurants located on Main Street, so that they can have on-street dining on City property from May 1st - October 30th, 2015. Staff also requests to add Silver Restaurant to the program starting this 2015 season.

Topic/Description:

Cisero's Ristorante, Bistro 412, 501 on Main, Main Street Pizza & Noodle, Bandits' Grill & Bar, Bangkok Thai on Main, The Eating Establishment, Shabu, and Flanagans placed temporary street dining decks on Main Street in Summer 2014. These restaurants would like to continue leasing the City Right-of-Way and propose to utilize the same temporary street dining decks that the City has approved in the past. For the 2015 season, the Planning Department also received a request from Silver Restaurant located at 508 Main Street.

The City has made affected restaurant business owners aware of the Main Street improvements which are currently scheduled for this year. Staff requests the City Council to review the Main Street improvements construction impacts, rental rate, and provide the sample leases and conditions for 2015.

Background:

Land Management Code § 15-2.6-12 allows Outdoor Dining on "leased public property" as an administrative Conditional Use Permit. Street Dining was first explored and used the summer of 2010. In 2010, three (3) restaurants on Main Street participated. In 2011, six (6) more restaurants were added, for a total of nine (9) restaurants.

Based on changes requested by Council during their annual review of the leases, each restaurant entered into new leases each year. These nine (9) sites all have approved administrative Conditional Use Permits. This year, the same nine (9) restaurants approved in the past request the use. The term of the lease noted that "an annual review by the City Council, with input from the Planning Department will be conducted each year. City Council may terminate or change the terms of this lease at that time."

A maximum of twelve (12) street dining decks can be accommodated on Main Street based on the layout of the proposed decks. The applications are evaluated on a first-come first-serve basis both for the maximum number accommodated and where they are placed on the street. The leases are for the use of Main Street in front of the property from May 1st to October 30th. For the 2015 season, the Planning Department also received a request from Silver Restaurant located at 508 Main Street.

Analysis:

The City is currently planning Main Street improvements this year consisting of sidewalk reconstruction on the east side between Brew Pub Lot to 4th Street and on the west side between 4th and 5th Street. Staff identified that one (1) deck may be affected by the sidewalk improvements: Cisero's Ristorante at 306 Main Street. The Street Dining on Main season may commence on May 1st. As part of the program, the City has given each deck owner the ability to choose when to place their deck after the start date. Some decks have been placed as early as the first week of May while others have waited until mid-June.

Due to the possible conflicts with Cisero Ristorante's deck mentioned above, staff recommends not entering into that specific lease until the construction is finalized to be able to determine agreeable dates with the business owner. Staff has incorporated draft language on the lease agreements in a form to be approved by the Legal Department. Upon completion of the improvements in the affected area, we can then enter into lease with the affected deck owner. Furthermore, staff recommends reducing "rental fees" by the prorated amount of any lost days.

If at any time any of the decks need to be removed, the City will give each affected street dining business owner a minimum of seventy-two (72) hours to have their decks removed. The City will not be responsible for any associated costs involving deck removal/placement or potential lost revenue. Staff has incorporated the draft language on the lease agreements in a form to be approved by the Legal Department. See Exhibit A.

Staff recommends that the City Council execute the lease agreements for the Street Dining on Main program for the current participants based on various work sessions discussions and direction provided from City Council to Staff. Staff did not receive any complaints during the 2014 Street Dining season and the program has been well received by the public in general including residents and visitors.

Rental Rate

In March 2012, staff presented to City Council an analysis of the Street Dining program fee. Kent Cashel, then Transit and Transportation Manager, indicated that based on a two (2) year average paid parking meter collection (actual revenue) the City made a total of \$1,126 during the six (6) month period per parking space of twenty feet (20'). During the March 2012 work session discussion, staff recommended increasing the fee charged in 2011 of \$300 per space to \$550. In essence, this was an increase from 10% of potential revenue to 19% of potential revenue (or 49% of actual revenue based on

that two year study). The following table below lists each individual restaurant, its linear length (in terms of parking spaces measured at twenty feet [20']), yearly charge per linear length, potential revenue (in terms of collecting \$16 a day for 180 days, and actual revenue (2-year average, 2010-2011):

Restaurant	Linear parking spaces	2010 (\$0)	2011 (\$300)	2012 2013 2014 (\$550)	Potential Revenue	2010-2011 Actual Revenue
Cisero's	1.55'	\$0	\$465	\$852.50	\$4,464	\$1,745.30
Bistro 412	1.0'	\$0	\$300	\$550	\$2,880	\$1,126.00
501 on Main	1.0'	\$0	\$300	\$550	\$2,880	\$1,126.00
Main St. Pizza	1.56'	-	468	\$858	\$4,493	\$1,756.56
Bandits'	1.15'	-	\$345	\$632.50	\$3,312	\$1,294.90
Bangkok Thai	1.90'	-	\$570	\$1,045	\$5,472	\$2,139.40
The EE	1.09'	-	\$327	\$599.50	\$3,150	\$1,227.34
Shabu	1.15'	-	\$345	\$632.50	\$3,312	\$1,294.90
Flanagan's	1.13'	-	\$339	\$621.50	\$3,254	\$1,272.38
Totals	11.53	\$0	\$3,459	\$6,341.40	\$29,963	\$12,982.78

For the 2014 season, Parking Services recommended charging the actual revenue amount consisting of \$1,126 per parking space. This recommendation was consistent with previous City Council direction regarding increasing fees in the future as the pilot program ended in 2012. The \$1,126 fee recommendation would still be substantially lower than the potential revenue of \$2,880 as it comes out to be 39%. Council also considered charging the entire potential revenue.

This year the Parking Department finished an analysis for roughly the same period of time. The actual revenue estimated for 2015, based on actuals from FY2014 and the lengthening of Main Street metered hours currently in place, is \$1,525 per space for the period of May through October. The Parking Department recommends using this amount for the averaged actual revenue per parking space.

Planning Department Staff recommends that the parking rental fee for the 2015 season increase to 60% of the updated revenue study from the Parking Department consisting of \$915 per parking space. Staff recommends that each year the fee increase by ten percent (10%) until 2019/2020 where the fee would be 100% of the actual revenue. Main Street improvements are on a tentative schedule to end in 2019/2010. Staff recommends being consistent with the direction provide by City Council in the past which included raising the fee in the near future and bringing discussion and updated studies of the increase suggested by the Parking staff. This recommendation is based on the fact the fee for the last three (3) years was 49% of the actual revenue based on that 2010-2011 study.

Administrative Conditional Use Permit

Administrative Conditional Use Permits do not have an expiration date, and run with the land, or until City Council provides direction to not allow use of City-streets for outdoor dining. Currently, the nine (9) restaurants have been granted an Administrative Conditional Use Permits. Therefore, in order to continue with the program, they only would have to enter into a lease agreement with the City for the use of the Right-of-Way. Staff is finalizing the Administrative Conditional Use Permit for Silver Restaurant at 508 Main Street pending the outcome of the City Council direction. Staff does not find any issues that cannot be properly mitigated with the submitted Administrative Conditional Use Permit for outdoor dining, other than having the business owner secure the lease agreement with the City.

Kimball Art Center

In recent discussions with the Kimball Art Center, Staff has learned that they have indicated that all nine (9) decks from the 2012/2013/2014 season can be accommodated in the 2015 Arts Festival footprint. In 2011 and 2012 Flanagan's was not allowed to leave their deck during the Festival due to its late request to participate in the program. The Kimball Art Center has indicated they would not be able to accommodate the proposed Silver Restaurant deck at 508 Main Street in their programmed area as their space is critical for emergency access. Staff finds no issues with this provision as the City has a commitment with the Kimball Art Center during the annual Arts Festival and writes the leases in a manner that all the deck have to be removed each year unless Kimball Art Center indicates that they may stay during the festival.

Lunch Service

Staff received a letter from Historic Park City Alliance regarding their concern with lunch service. The intent of the provision, which indicates that the deck shall be used seven (7) days week for lunch and dinner, was always meant to have the deck occupied whenever possible. Staff finds that starting a late lunch, e.g, at 3pm, does not comply with the original intent of the regulation. Also, there are some restaurants that don't serve lunch from time to time. Staff recognizes the need to have each deck occupied when possible and finds that a better solution for each restaurant business owner would be to have them decide a better later date in the season to place their deck as Park City summers are better served by visitors in July and August. The Planning Department would like to review the possibilities of working with the Main Street parking enforcement employees to see if they can assist in random inspections throughout the summer for proper documentation of lunch and dinner service, which may result in the City issuing an order to remove a specific deck if they are not complying with the current requirement of lunch and dinner seven (7) days a week. Staff also finds that lunch should start around twelve (12) o'clock, noon, and not in the mid-afternoon.

Department Review

The Building, Planning, Engineering, Legal, and Executive Departments have reviewed this staff report.

Alternatives:

A. Approve:

Provide direction to extend the Street Dining on Main program; and review the proposed lease agreements as presented; or

B. Modify:

Provide direction to extend the Street Dining on Main program; and review the proposed lease agreements AND modify the proposed language; or

C. Deny:

Provide direction to end the Street Dining on Main program; or

D. Continue the Item:

Continue the hearing for more information or discussion.

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?	<ul style="list-style-type: none"> + Balance between tourism and local quality of life + Varied and extensive event offerings + Unique and diverse businesses + Accessibility during peak seasonal times 	(+/-)	<ul style="list-style-type: none"> + Preserved and celebrated history; protected National Historic District + Shared use of Main Street by locals and visitors 	<ul style="list-style-type: none"> + Fiscally and legally sound + Well-maintained assets and infrastructure (+/-)
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Very Positive 	Neutral 	Very Positive 	Positive 
<p>Comments: This program is very unique in that it utilizes the shoulder season to bring more people to Main Street. After researching other Historic Districts around the nation we have found that Park City is the only one that utilizes the street for constructions of these dining decks. We have received several inquiries by other cities as to how we manage this program.</p>				

Funding Source:

Not applicable.

Consequences of not taking the recommended action:

The City Council may provide direction to end the Street Dining on Main Street program which would not allow any business owners to place street dining decks on the Main Street ROW. The City Council may continue this item to another date for more information and/or discussion

Recommendation:

Staff recommends that the City Council consider extending the Street Dining within the Main Street Right-of-Way program for another term. The extension includes the renewal of leases of City property/Right-of-Way for several restaurants located on Main

Street, so that they can have on-street dining on City property from May 1st - October 30th, 2015. Staff also requests to add Silver Restaurant to the program starting this 2015 season.

Exhibits:

Exhibit A – Updated Lease Agreements & Attachment 1 - Operational Restrictions

Exhibit B – Proposed 2015 Street Dining on Main Map

Exhibit C – Street Dining Deck

Exhibit D – HPCA Letter

**STREET DINING ON MAIN
OUTDOOR DINING LEASE**

This LEASE AGREEMENT is made and executed this ____ day of _____, 2015, by and between Park City Municipal Corporation, a municipal corporation and political subdivision of the state of Utah ("Park City") and _____, located at _____, Park City, Utah ("Tenant").

RECITALS

WHEREAS, the City wishes to enable opportunities for restaurants on Main Street to be able to provide additional outdoor dining opportunities; and

WHEREAS, the City's goals include the establishment of new and creative opportunities to facilitate the Main Street experience for residents and visitors alike during the shoulder and summer seasons; and

WHEREAS, the City's goals include the preservation and enhancement of Park City's character regarding Old Town and the desire to strengthen the pedestrian experience along Main Street; and

WHEREAS, the City recognizes the desire of many visitors and residents to dine outdoors along historic Main Street; and

WHEREAS, the City's General Plan recommends utilizing street design techniques to encourage slower traffic speeds and a more intimate pedestrian-oriented scale; and

WHEREAS, the City's goals include maintaining and furthering the resort community's economic opportunities, as well as enhancing the economic viability of Park City's Main Street Business District;

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

TERMS & CONDITIONS OF LEASE

Based upon good and valuable mutual consideration, the Parties agree as follows:

1. **PROPERTY.** The property affected by this lease is generally described as the street area directly fronting Tenant's building located at _____ Main Street, and more specifically described in site plan Exhibit A, attached hereto and incorporated herein by this reference (hereinafter referred to as the "Premises"). The length of the outdoor dining deck per restaurant may not exceed forty (40) feet.
2. **RENT.** Annual rent is for the use of the street for the deck is _____ dollars (\$____per parking space of a linear length of twenty feet (20')). This rent may be prorated based upon initial installation and final removal dates; however the rent reduction shall not exceed one (1) month. If deck must be removed for construction related to Main Street Improvements, the period of time the deck is removed shall also be prorated. Payment is due prior to installation and any prorated amount due upon removal shall be refunded by the City. If a deck covers a fraction of a parking space

(20') the rent will be calculated by the percentage of the deck on the parking space. Tenant shall be solely responsible for payment of any and all costs associated with Tenant's performance under this lease, including but not limited to City rent, additional business licensing fees, insurance, sales taxes and other expenses.

3. TERM. The term of this Agreement shall commence on May 1, 2015 and shall terminate on October 30, 2015 unless terminated earlier as provided herein. The Premises may only be utilized for a six (6) month period commencing on May 1st and terminating on October 30, 2015 except the Premises may not be used for the period of the Arts Fest (the first Friday, Saturday and Sunday of August) unless Kimball Art Center consents in writing to allow Tenant to use the Premises. Additional term restrictions are attached hereto and incorporated herein by this reference in Attachment 1 (Street Dining Operation Restrictions). This Agreement may be terminated by Park City upon a finding of non-compliance of this lease or the attached operational restrictions.

The use of the Premises shall not conflict with any previously existing Master Festival License (MFL) recipients on Main Street, specifically the Arts Fest (Kimball Art Center). The Kimball Art Center has been leased exclusive use of Main Street during the first Friday, Saturday and Sunday of August. The Premises must be vacated (i.e. removal of decks) no later than 10 a.m. MT of the first Thursday of August for the duration of Arts Fest (including set-up and breakdown) unless the Kimball Art Center consents in writing to allow Tenant's use of the Premises. If the outdoor dining structure is not removed as required, the Landlord will remove the structure at Tenant's cost.

4. MAIN STREET IMPROVEMENTS. If at any time the street dining deck needs to be removed due to construction related to Main Street improvements the City will give each affected street dining business owner a minimum of 72 hours to have their decks removed. The City will not be responsible for any associated costs involving deck removal/placement or potential lost revenue.
5. USE OF PREMISES. Tenant may use the Premises only for outdoor dining services in a manner consistent with Section 15-2.6-12(B)(1) of the Park City Land Management Code and the terms of this Agreement. From installation until removed, the street dining decks shall be utilized for street dining that will serve lunch and dinner seven (7) days a week. Additional operational restrictions which must be complied with as part of the conditions of this lease are attached hereto and incorporated herein in Attachment 1. Park City makes no representations regarding the premises and Tenant accepts the premises "as is."
6. IMPROVEMENTS TO THE PREMISES. Tenant shall not make any improvements to the Premises without first obtaining Park City's written consent. Any improvements approved by Park City shall be completed at Tenant's sole expense and removed at Tenant's sole expense upon expiration of this Agreement. No permanent alterations to the City's property are permitted.
7. SIGNS. No signs shall be permitted on the Premises except as specifically approved by the Park City Municipal Corporation Planning Department pursuant to the Park City Sign Code and/or Tenant's Master Sign Plan.
8. INSURANCE. Tenant shall, at Tenant's sole expense, carry a policy of general liability insurance in an amount of at least Two Million Dollars (\$2,000,000) per combined single

limit per occurrence and Three Million Dollars (\$3,000,000) per aggregate for personal injury, bodily injury and property damage. Park City shall be named as an additional insured by endorsement on each policy. Tenant's insurance is to be primary to Park City's and Park City's insurance shall be noncontributory. A certificate of insurance with a thirty (30) day cancellation notice provision shall be provided to Park City on or before the lease commencement date, and maintained continuously during the term of the lease. Tenant may carry whatever other insurance Tenant deems appropriate. The parties agree that Tenant's sole remedy in the event of business interruptions, fire, windstorm, or other loss from hazard shall be its own insurance and Tenant will have no action against Park City. Park City is protected by the Utah Governmental Immunity Act, and nothing herein is intended to waive or limit the protection of the Act in behalf of either entity, but to the extent it is consistent with this intent, it is the purpose of this provision to protect Park City for liability or allegations arising out of the Tenant's use of the Premises.

9. **HOLD HARMLESS.** Tenant covenants and agrees to defend, indemnify, hold Park City harmless from all claims, loss damage, injury or liability (hereafter "Liability") resulting from Tenant' use and occupancy of the Premises to the full extent permitted by law and/or the Utah Governmental Immunity Act, including reasonable attorney's fees, but excluding any Liability resulting from acts or omissions of Park City, its officers, employees or agents. Nothing herein shall be construed as a waiver of any of the rights or defenses under the Utah Governmental Immunity Act (Utah Code Ann. Sections 63-30-1, et seq.), as amended. The obligations hereunder shall be determined under principles of tort law including, but not limited to, the Governmental Immunity Act. In case of an emergency including but not limited to a flood, storm drain, utility, the structure may be removed or damaged by response teams at the cost of the owner.

Tenant shall indemnify, protect and hold the Landlord harmless from and defend (by counsel reasonably acceptable to Landlord) the Landlord against any and all claims, causes of action, liability, damage, loss or expense (including reasonable attorneys' fees and costs and court costs), statutory or otherwise arising out of or incurred in connection with (i) the use, operation, occupancy or existence of the Premises or the presence of visitors, or any other person, at the Premises during the Term or the Renewal Term, (ii) any activity, work or thing done or permitted or suffered by Tenant in or about the Premises, (iii) any acts, omissions or negligence of Tenant, any person claiming through Tenant, or the contractors, agents, employees, members of the public, invitees, or visitors of Tenant or any other such person ("Tenant Party" or "Tenant Parties"), (iv) any breach, violation or nonperformance by any Tenant Party of any provision of this Lease or of any law of any kind, or (v) except to the extent resulting from any negligence or intentional torts of Landlord.

10. **ASSIGNABILITY.** Tenant shall not assign or transfer any interest in this Agreement without the prior written consent of Park City. Any assignment or transfer without written approval is void.
11. **PROFESSIONAL PERFORMANCE.** Tenant agrees to perform services under this contract at the highest professional standards, and to the satisfaction of Park City.
12. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the state of Utah.

13. ENTIRE AGREEMENT. This Agreement constitutes the entire and only agreement between parties and it cannot be altered or amended except by written instrument, signed by both parties.

Executed the day and year first above written.

Tenant:

By:

Its:

ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this _____ day of _____, 20____, personally appeared before me _____, who being duly sworn, did say that he is the Owner of _____, and acknowledged to me that the preceding Agreement was signed on behalf of _____, and he acknowledged that the company did execute the same for its stated purpose.

Notary Public

PARK CITY MUNICIPAL CORPORATION

Jack Thomas, Mayor

Attest:

Approved as to form:

Marcy Heil, City Recorder

City Attorney's Office

Attachment 1 Street Dining Operation Restrictions

Street dining may be allowed by the Planning Department upon issuance of an Outdoor Dining Administrative Conditional Use Permit. Street dining is permitted from May 1st, and shall terminate on October 30th of each year. A total of twelve (12) street dining decks will be accommodated on Main Street based on the layout of the proposed decks. The Applicant must submit an application, pay an application fee, and provide all required materials and plans. Ongoing monitoring will be provided to ensure compliance with these parameters. The Administrative Conditional Use Permit or the Lease may be revoked for failure to comply with these restrictions.

Required Submittals:

- Dining Site Plan – This plan shall be to scale and indicate: the Applicant’s building as it relates to the exact proximity of the street dining deck. The plan shall include accurate locations of proposed chairs, tables, umbrellas, planters, and any other existing public improvements (light fixtures, fire department connections, parking meters, etc.).
- Details/specifications sheets – Shall be submitted for each piece of equipment proposed with the street dining is application. This will include all tables, chairs, umbrellas, etc.

Design Standards:

1. Size. Street dining area shall be limited to the linear frontage a building has on Main Street and shall not exceed nine feet (9') in width. The encroachment of the proposed decks into street will not exceed seven feet, nine inches (7'-9") in width from the curb, as the encroachment of the proposed decks into the sidewalk will not exceed one foot three inches (1'-3"), unless approved by City Council. With the written permission of the adjacent property owner submitted to the City, they may extend into the neighbor's street frontage. Forty-four inches (44") of clear sidewalk width shall be available at all times where the street dining deck is being constructed. Each outdoor dining deck shall not exceed forty (40') feet in length.
2. Location/Proximity/Spacing. The City reserves the right to reject an application for an outdoor dining deck:
 - If the proposed deck is too close to a previously existing deck and would eliminate needed parallel parking along Main Street thus creating a concentrated parking issue.
 - If the proposed deck is for a restaurant that does not have direct access at street level.
 - If the proposed deck is for a business with existing outdoor dining space and the expansion of such is deemed excessive.
 - If the proposed deck creates too much private use of the public right-of-way that may be deemed detrimental to the health, safety, welfare of the area.
 - The Building, Planning, and Engineering Departments will review the location, proximity, and spacing of each street dining deck as well as impacts of traffic and public safety concerns. A recommendation will be given to the City Council for final review and approval.

3. Hours of Operation. The street dining decks shall be utilized for street dining and shall serve lunch and dinner seven (7) days a week for the duration that the decks are in the Right of Way.
4. Material. Street dining decks may be built of wood platforms and shall have a solid base. The design of the base shall complement the style of the building. The railing shall be painted solid to also complement the building. While outdoor dining deck is not subject to a complete Historic District Design Review (HDDR), the guidelines are applicable to the project.
5. Height. The maximum height of the deck shall not exceed thirty-six inches (36") measured from existing grade to the base/floor of the deck at any given point. The layout of the deck may include a step to meet the maximum height allowed.
6. Advertising. Additional signing or advertising beyond what is allowed by the Park City Sign Code is prohibited.
7. Furniture. All tables and chairs shall be metal, wood, or other comparable material. Plastic furniture shall not be allowed. All furniture must be approved by the Planning Department per the historic district design review.
8. Umbrellas. Umbrellas must be free standing and are prohibited from extending beyond the dining area. Any umbrellas shall be affixed permanently to the deck as required by the International Building Code requirements (including fire standards) and shall not create any public hazard.
9. Lighting. No additional electric lighting is permitted, including exterior building lighting.
10. Planters. Any proposed landscaping or atmosphere pieces shall be reviewed at the time of initial application, and shall not create any public hazard or unnecessary clutter. All plant material must be maintained in a manner that ensures their viability throughout the summer outdoor dining season.
11. Use. The terms and scheduling of the use of the outdoor dining decks must not conflict with any previously existing Master Festival License (MFL) recipients on Main Street, specifically the Arts Fest (Kimball Arts Center). Existing MFL recipients must be consulted with if the outdoor dining decks are to remain during their event. If no agreement is reached, the outdoor dining structure must be removed in full for the duration (including set-up and breakdown) of the MFL event. If the outdoor dining structure is not removed as required, PCMC will remove the structure at cost to compensate for the employees and equipment needed to complete the task.
12. Licensing. The additional square footage of the dining area must be added to the existing licensed area for the restaurant. The Applicant shall also adhere to other applicable City and State licensing ordinances, including the Department of Alcoholic Beverage Control. It is the responsibility of the Applicant to ensure that all licenses are properly obtained and adhered to.
13. Duration. Street dining is permitted from May 1st, and shall terminate on October 30th, each year.

14. Health & Safety. The Use shall not violate the Summit County Health Code, the Fire Code, or International Building Code.
15. Music. The use of outdoor speakers and music is prohibited.
16. Maintenance. The dining area shall be clean and maintained in a neat and orderly fashion.
17. Storage. All equipment and other associated materials must be removed and stored on private property during prohibited times (off season). No material associated with the outdoor dining decks may be stored outdoors on-site during the off-season.
18. Removal. Decks must be completely removed from the Right-of-Way prior to the end of business day October 30. If the outdoor dining structure is not removed as required, the City will remove the structure at cost to compensate for the employees and equipment needed to complete the task.
19. Drainage. Design of the deck and its skirting shall not interfere with the existing street drainage. Deck plans shall be reviewed by the City for drainage and may be modified so as to not interfere with the existing drainage patterns of the street.
20. Utilities. Access to utilities shall not be hindered by the structures. No outdoor dining decks will be approved if located in an area that blocks access to fire hydrants, etc. No new utility lines shall be installed as a result of the proposed outdoor dining.
21. Insurance Requirement. The tenant shall carry a policy of liability insurance in an amount of at least \$2 million per combined single limit per occurrence and \$3 million per aggregate for personal injury, bodily injury and property damage. Park City Municipal Corporation shall be named as additional insured by endorsement of each policy.
22. Main Street Improvements. Due to the possible conflicts with scheduled Main Street improvements the City may postpone approving leases until the construction schedule is finalized to be able to determine appropriate dates.

If at any time the street dining deck needs to be removed the City will give each affected street dining business owner a minimum of 72 hours to have their decks removed. The City will not be responsible for any associated costs involving deck removal/placement or potential lost revenue.



Proposed 2015 Street Dining on Main Decks

605 Main Street
Bangkok Thain on Main
38' long
1.9 parking spaces

530 Main Street
Main Street Pizza & Noodle
31'-2" long
1.56 parking spaces

508 Main Street
New for 2015
Silver Restaurant
20' long
1 parking space

442 Main Street
Shabu
23' long
1.15 parking spaces

440 Main Street
Bandits' Bar & Grill
23' long
1.15 parking spaces

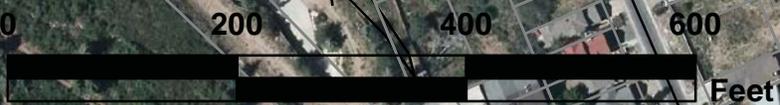
501 Main Street
501 on Main
17' long
1 parking space

438 on Main
Flanagan's
22'-8" long
1.1 parking spaces

412 Main Street
Bistro 412
20' long
1 parking space

317 Main Street
The Eating Establishment
21'-10.5" long
1.09 parking spaces

306 Main Street
Cisero's Ristorante
31' long
1.55 parking spaces





January 7, 2014

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

Dear Francisco:

This letter is being sent as an update on the Historic Park City Alliance's (HPCA) recommendations regarding the street dining deck program implemented in 2010. The HPCA uses vision statements as a way to set goals and policies for activities and uses that assist us in making decisions about the future of the district. The HPCA reviewed the dining deck uses at our November and December Board Meetings.

The HPCA discussed the street dining deck program at both our November and December Board Meetings. The HPCA continues to support the dining deck program and feels it adds vibrancy to the street during the summer months. As part of this review the Board discussed the difficulties some restaurants voiced about lunch service. The Board entertained thoughts of reducing the number of days lunch service is required as well as changes to the definition of lunch service. The Board ultimately kept with the original requirement of lunch service seven days a week. During the Board discussion, the definition of lunch service was addressed and the Board felt lunch service should begin by 11:30am.

The HPCA continues to believe the outdoor dining decks, located in public parking spaces, bring a vibrancy and positive atmosphere to the District. In order for the decks to be placed on the street, parking must be removed. The HPCA feels that participation in the dining deck program is voluntary and if a restaurant does not feel they would benefit from serving lunch, they should reconsider their use of public parking. The HPCA is more than willing to see the decks placed later in the spring/summer so that the restaurants can utilize them in the high season. When the service of lunch and dinner no longer benefit them in the fall season, the decks should be removed.

The HPCA desires to see the dining deck program continue and wants to see success for our restaurants who take advantage of this opportunity.

Respectfully yours,

A handwritten signature in black ink, appearing to read "Alison Butz", written in a cursive style.

Alison Butz
Executive Director

Attachment: HPCA Outdoor Dining Deck Vision Statement

Outdoor Dining Decks located in Public Parking

It is the objective of the HPCA to promote Historic Park City as a fun, friendly and vibrant destination. We wish to foster an atmosphere that encourages longer stays and gives pedestrians time to circulate throughout the District. We believe that prolonged exposure to our businesses will increase sales and diversify revenues.

The HPCA agrees upon the following:

- The outdoor dining decks in the public way is a continuing program that started in 2010.
- The outdoor dining decks, located in public parking spaces, bring a vibrancy and positive atmosphere to the District.
- The outdoor dining decks, located in public parking spaces, may not have measurably increased traffic to the District, but continuing the program will help to maintain HPC's vibrancy, competitiveness, and overall economic health.
- The outdoor dining program should be managed in a proactive manner to insure that it is consistent with all of our efforts to improve the district and serve our membership. The HPCA believes that the decks are a positive addition and supports their continuation.

Recommendations:

- There shall be no more than 9 outdoor dining decks, to be reviewed biennially by the HPCA.
- Participating restaurants must be located at street level, or receive annual permission from the street level business owners if the business is located on an upper or lower floor of the building.
- Maximum length of any deck is 40', but in no case can the deck be longer than the width of the building.
- Decks should have consistency in construction, but be decorated to match the building.
- Restaurants must have full lunch and dinner service 7 days a week. Lunch service must begin by 11:30am.
- Decks cannot be enclosed in any sort of way, including a tent.
- Height of the deck above the ground, should be limited to maintain visual corridors.
- Restaurants should be assessed a user fee for use of public parking spaces. The user fee should be similar to the business license and take into account the 6 months use of this space. The fees collected should go back to the ongoing promotion and marketing of the District.

In no case should the decks be removed for more than 3 events per season.

Actions: The HPCA will continue to present their position to Park City Municipal Corporation as part of City Council discussions. If a retailer is interested in using a deck, the HPCA Events Committee will review their request, and if deemed suitable, make a formal recommendation to the City.



DATE: April 23, 2015

TO HONORABLE MAYOR AND COUNCIL

The applicant is requesting an amendment of the condominium plat for the Roundabout Subdivision. Due to the architect and developer deciding to utilize unexcavated space under the proposed footprint and decrease the limited common deck space to provide more interior private space, the square footage calculations were differing and need to be amended with the correct calculations as found on the mylar. Everything else remains the same. The applicant is ready to record the mylar and the approval expires on May 8, 2015. Due to having to go back to the City Council for an amendment and receiving a new ordinance number the Applicant requests an extension of the approval for 2 months to July 8, 2015 just in case the mylar doesn't receive the final signatures in time for recordation by May 8, 2015. Staff finds no issues with these requests.

Respectfully:

Christy Alexander, Planner II

City Council Staff Report



Subject: Amendment and Extension of Approval of the Roundabout Condominiums, 300 Deer Valley Loop Road
Author: Christy J. Alexander, AICP, Planner II
Project Number: PL-13-02147
Date: April 23, 2015
Type of Item: Administrative – Condominium Plat

Summary Recommendation

Staff recommends the City Council hold a public hearing for the Roundabout Condominiums plat, and consider amending the plat based on the findings of fact, conclusions of law, and conditions of approval as found in the draft ordinance.

Description

Applicant: Blake Henderson, Roundabout LLC
Location: 300 Deer Valley Loop Road
Zoning: Residential (R-1)
Adjacent Land Uses: Single family condominium units, multi-family condominium units, single family and duplex dwellings
Reason for Review: Plat amendments require Planning Commission review and City Council approval

Executive Summary

The applicant is requesting an amendment of the condominium plat for the Roundabout Subdivision. Due to the architect and developer deciding to utilize unexcavated space under the proposed footprint and decrease the limited common deck space to provide more interior private space, the square footage calculations were differing and need to be amended with the correct calculations as found on the mylar. Everything else remains the same. The applicant is ready to record the mylar and the approval expires on May 8, 2015. Due to having to go back to the City Council for an amendment and receiving a new ordinance number the Applicant requests an extension of the approval for 2 months to July 8, 2015 just in case the mylar doesn't receive the final signatures in time for recordation by May 8, 2015. Staff finds no issues with these requests.

Purpose

The purpose of the Residential (R-1) District is to:

- (A) Allow continuation of land Uses and architectural scale and styles of the original Park City residential Area,
- (B) Encourage Densities that preserve the existing residential environment and that

- allow safe and convenient traffic circulation,
- (C) Require Building and Streetscape design that minimizes impacts on existing residents and reduces architectural impacts of the automobile,
 - (D) Require Building design that is Compatible with the topographic terrain and steps with the hillsides to minimize Grading,
 - (E) Encourage Development that protects and enhances the entry corridor to the Deer Valley Resort Area,
 - (F) Provide a transition in Use and scale between the Historic Districts and the Deer Valley Resort; and
 - (G) Encourage designs that minimize the number of driveways accessing directly onto Deer Valley Drive.

Background (Other than what is highlighted yellow following is same as May 8, 2014 city council report)

See Exhibit B for the 2014 background details.

The City Council voted unanimously on May 8, 2014 to approve the condominium plat. Due to the architect and developer deciding to utilize unexcavated space below the proposed footprint and decrease the limited common deck space to provide more interior private space, when the mylar was printed staff noticed a discrepancy in the square footage calculations (see discrepancies as highlighted in yellow in the Analysis section) on the printed mylar and the approved findings of fact. Because the change in square footage is significant, the plat will need to receive re-approval with a new ordinance. For this reason the application is coming before the City Council once again as the applicants are ready to record the mylar. The applicant has requested an extension of two months approval as they are ready to record but the time it will take to receive a new ordinance number, update the mylar and receive the final signatures may exceed the previous May 8, 2015 deadline.

Analysis (items highlighted in yellow are what has changed since the May 8, 2014 approval)

See Exhibit B for 2014 analysis details.

The condominium plat will create one (1) condominium lot of record containing a total of **28,487.34** square feet. Unit A consists of **4,858.6** square feet of private area and **1,810.3** square feet of limited common area. Unit B consists of **4,034.4** square feet of private area and **1,164.5** square feet of limited common area. Unit C consists of **4,034.4** square feet of private area and **1,164.5** square feet of limited common area. Unit D consists of **4,168.2** square feet of private area and **1,560.0** square feet of limited common area.

The entire project including the parking structure contains **9,176.5** square feet of common area, **17,095.6** square feet of private area, and **5,699.3** square feet of limited common area. The following table lists what was approved May 8, 2014 and what is

being amended now:

	2014 Approval	2015 Amendment
Unit A		
Private:	3,769.6 sf	4,858.6 sf
Limited Common:	2,852.3 sf	1,810.3 sf
Unit B		
Private:	2,581.2 sf	4,034.4 sf
Limited Common:	2,013 sf	1,164.5 sf
Unit C		
Private:	2,581.2 sf	4,034.4 sf
Limited Common:	2,013 sf	1,164.5 sf
Unit D		
Private:	3,076.7 sf	4,168.2 sf
Limited Common:	2,385.8 sf	1,560.0 sf
Total Project		
Common Area:	9,446.1 sf	9,176.5 sf
Private Area:	12,008.7 sf	17,095.6 sf
Limited Common Area:	9,264.1 sf	5,699.3 sf
Total Project SF:	27,779.15 sf	28,487.34 sf
Footprints		
Units A&B Combined:	2,613 sf	3,104 sf
Units C&D Combined:	2,286 sf	2,809 sf

To summarize why these changes in square footage have taken place, the developer decided to make the following changes in the design and ownership of space:

- The Elevators were changed from Limited Common to Private for all 4 units.
- The Garages and Storage were changed from Limited Common to Private area.
- 532 sf was added to both Units B & C as the crawl space was changed to private storage/mechanical.
- 55 sf of private area was added to Unit D on both the terrace and second levels and 35 sf private area was added to Unit D on the master level as the footings and foundation were revised for constructability.

Staff finds that these changes are not substantial enough to change the spirit of the project and the exterior design and therefore does not need to go back before the Planning Commission. The changes do not change any other requirements such as parking, etc., and still comply with the previous requirement to stay under a 3,200 sf footprint for each unit.

Good Cause

Staff finds good cause for this record of survey amendment as it removes the lot line to create an underground connected parking structure and makes it so four garage doors will not be seen from Deer Valley Drive as was previously approved. One common driveway off of Deer Valley Drive that vehicles can pull out front-facing will be much safer and a better alternative to backing out onto the already dangerous Deer Valley

Loop Road, as was previously approved in 2007.

The proposed plat would allow for smaller footprints, lower building heights, more setbacks, a significantly smaller amount of exposed retaining walls, less massing, more building step backs verses what was previously approved. Staff finds that the plat will not cause undo harm on any adjacent property owners because the proposal mitigates the issues of density, scale, and access addressed within the General Plan and LMC for this area. Staff finds that all requirements of the Land Management Code for any future development can be met. All encroachments will be remedied by agreement before the plat will be recorded.

Department Review

This project has gone through interdepartmental review. No issues were raised, pertaining to the requested plat amendment, that have not been mitigated.

Notice

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

Public Input

Staff has not received further public input on this application at the time of this report.

Process

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

Alternatives

- The City Council may approve the Ordinance for the Roundabout Condominiums plat, as conditioned or amended, or
- The City Council may deny the application and direct staff to make Findings for this decision, or
- The City Council may continue the discussion and provide Staff and the Applicant with specific direction regarding additional information necessary to make a recommendation on this item.

Significant Impacts

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

Consequences of not taking the Suggested Recommendation

The applicant would have to build the project to the 2014 approved square footage.

Recommendation

Staff recommends the City Council hold a public hearing for the Roundabout Condominiums plat, and consider amending the plat based on the findings of fact, conclusions of law, and conditions of approval as found in the draft ordinance.

Exhibits

Exhibit A – Draft Ordinance and Proposed Plat for the Roundabout Condominiums

Exhibit B – Previous Staff Report and Exhibits from 5.8.14

Exhibit C – City Council Minutes from 5.8.14

Ordinance No. 15-

**AN ORDINANCE AMENDING ORDINANCE 14-21 AND APPROVING THE
ROUNABOUT CONDOMINIUMS PLAT, LOCATED AT 300 DEER VALLEY LOOP
ROAD, PARK CITY, UTAH.**

WHEREAS, the owners of the property known as the Roundabout Subdivision, have petitioned the City Council for approval of the Roundabout Condominiums plat, a Utah Condominium project; and

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

WHEREAS, proper legal notice was published in the Park Record and notice letters were sent to all affected property owners, in accordance with the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on March 12, 2014, to receive input on the supplemental plat;

WHEREAS, the Planning Commission held a second public hearing on April 9, 2014, to receive additional input on the supplemental plat;

WHEREAS, the Planning Commission, on April 9, 2014, forwarded a positive recommendation to the City Council; and,

WHEREAS, on May 8, 2014, the City Council held a public hearing on the amended record of survey plat; and

WHEREAS, at the time of Mylar review, a discrepancy in the square footage calculations were found on the Mylar and previous findings of fact and were updated; and

WHEREAS, on April 23, 2015 the City Council held a public hearing on the amended condominium plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Roundabout Condominiums plat, a Utah Condominium project.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Roundabout Condominiums plat, a Utah Condominium project, as shown in

Attachment A, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 300 Deer Valley Loop Road.
2. The property is located within the Residential (R-1) District.
3. The R-1 zone is a transitional zone in use and scale between the historic district and the Deer Valley Resort.
4. The condominium plat will create one (1) condominium lot of record containing a total of 28,487.34 square feet.
5. There are no existing structures on the property.
6. Access to the property will be from Deer Valley Drive in a single access point on a common driveway for all units to a shared underground parking structure.
7. The minimum lot size in the R-1 zone is 3,750 square feet for a duplex dwelling.
8. A duplex dwelling is an allowed use in the R-1 zone.
9. The total private area of the condominiums consists of 17,095.6 square feet; the Limited Common Area consists of 5,699.3 square feet.
10. Unit A consists of 4,858.6 square feet of private area and 1,810.3 square feet of limited common area. Unit B consists of 4,034.4 square feet of private area and 1,164.5 square feet of limited common area. Unit C consists of 4,034.4 square feet of private area and 1,164.5 square feet of limited common area. Unit D consists of 4,168.2 square feet of private area and 1,560 square feet of limited common area.
11. The entire project including the parking structure contains 9,176.5 square feet of common area, 17,095.6 square feet of private area, and 5,699.3 square feet of limited common area.
12. The footprints total 3,104 square feet for Units A&B combined and 2,809 square feet for Units C&D combined; with a total footprint of the project being 5,913 square feet.
13. The height of the buildings will be 22 feet above existing grade
14. The front yard setback will be 20 feet, the rear yard setback will be 10 feet and the side yard setbacks will be 10 feet each.
15. The shared parking structure contains a total of 14 parking spaces, exceeding the eight (8) parking space requirement.
16. There are existing encroachments on the property from the owner of 510 Ontario Avenue.
17. The existing shared access easement will be removed with the approval of this plat.
18. Minimal construction staging area is available along Deer Valley Loop Road and Deer Valley Drive.
19. The Geo-technical report was submitted.
20. A Construction Mitigation Plan will be required upon submittal of a Building Permit application.
21. On June 14, 2007, the City Council approved the Roundabout Subdivision Plat. This plat was recorded February 21, 2008.
22. On November 13, 2013, the Planning Department received a complete application for the Roundabout Condominiums plat.
23. Due to the bus pull-out modifications along Deer Valley Drive, the applicant will dedicate 164 square feet of property to the City for ROW improvements and is

petitioning the City to vacate 875 square feet of existing ROW which will revert to the applicant.

24. The applicant previously dedicated 3,152.54 square feet to the City with the 2007 Subdivision for the bus pull-out and Deer Valley Drive and Deer Valley Loop ROW improvements.
25. Applicant will build the new bus pull-out to City specifications.
26. As conditioned, this condominium plat is consistent with the conditions of approval of the Roundabout Subdivision plat as per the findings in the Analysis section.

Conclusions of Law:

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

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form of the condominium plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at Summit County within two months from the date of City Council amending the approval. If recordation has not occurred by July 8, 2015, this approval will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The applicant stipulates restricting the development to two (2) condominium buildings with one (1) underground shared parking structure. This shall be noted on the plat.
4. The footprint of each condominium building will not exceed 3,200 square feet, to be noted on the plat.
5. Shared access for the four units will be a single access point for all units on a common driveway into a shared underground parking structure, accessed from Deer Valley Drive, to be noted on the plat.
6. All vehicles exiting the common driveway must pull out of the driveway onto Deer Valley Drive front-facing, to be noted on the plat.
7. Modified 13-D sprinklers will be required for new construction by the Chief Building Official at the time of review of the building permit submittal and shall be noted on the final mylar prior to recordation.
8. A 10 foot (10') wide public snow storage easement is required along the frontage of the lot with Deer Valley Drive and Deer Valley Loop Road and shall be shown on the plat.
9. A five foot (5') wide public utility easement is required along the rear and side lot lines.

- 10. The applicant shall submit a financial guarantee, in an amount approved by the City Engineer and in a form approved by the City Attorney, for the public improvements including, but not limited to, the fire hydrant, storm drain box, bus pull-out, improvements to Deer Valley Drive, and lighting, prior to plat recordation.
- 11. An encroachment agreement between the applicant and the owner of 510 Ontario Avenue that addresses all current encroachments (asphalt driveway, rock retaining wall and hot tub) onto the applicant's property shall be remedied prior to plat recordation.
- 12. The Construction Mitigation Plan required at Building Permit application shall stipulate that all staging of the project must be done entirely on the applicant's property and that the hours of hauling shall be between 8 am and 6 pm Monday through Friday throughout the duration of the project. The sidewalk on Deer Valley Drive shall remain passible at all times unless explicit approval is given to close the sidewalk by the Building Department.
- 13. There shall be a tie breaker mechanism in the CCR's.
- 14. Due to the bus pull-out modifications along Deer Valley Drive, the applicant will need to dedicate a portion of property to the City for ROW improvements and petition the City Council to vacate the 875 square feet of ROW prior to plat recordation.
- 15. The applicant shall conduct a meeting with surrounding neighbors within one week prior to the commencement of construction to inform them of construction plans. Applicant shall make reasonable efforts to reach all neighbors within 300 feet.

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

PASSED AND ADOPTED this _____ day of _____, 2015.

PARK CITY MUNICIPAL CORPORATION

Jack Thomas, MAYOR

ATTEST:

Marci Heil, CITY RECORDER

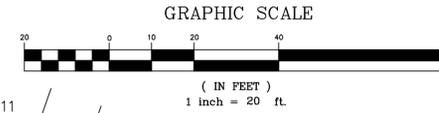
APPROVED AS TO FORM:

Mark Harrington, CITY ATTORNEY

EXHIBIT A

CONDOMINIUM PLAT ROUNDBOUT CONDOMINIUMS

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



LEGAL DESCRIPTION

ALL OF LOT 1 AND LOT 2, THE ROUNDBOUT SUBDIVISION, ENTRY NO. 838123, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, SUMMIT COUNTY, UTAH AND 875.59 SQUARE FEET PORTION OF VACATED DEER VALLEY DRIVE RIGHT-OF-WAY, PER CITY ORDINANCE NO. 14-22.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT THAT IS NORTH 66°22'00" EAST 265.00 FEET FROM THE SOUTHERNMOST CORNER OF BLOCK 57, PARK CITY SURVEY, ENTRY NO. 197768, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER; AND RUNNING THENCE NORTH 19°58'00" WEST 190.00 FEET, THENCE NORTH 75°27'36" WEST 66.26 FEET; THENCE NORTH 08°45'00" EAST 33.39 FEET TO A POINT ON A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 690.00 FEET, OF WHICH THE RADIUS POINT BEARS NORTH 09°51'57" EAST, SAID POINT ALSO BEING ON THE SOUTHERLY BOUNDARY OF THE DEER VALLEY ROAD RIGHT-OF-WAY, ENTRY NO. 165809, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: 1) EASTERLY ALONG THE ARC OF SAID CURVE 12.43 FEET THROUGH A CENTRAL ANGLE OF 01°01'57" TO THE A POINT OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET, OF WHICH THE RADIUS POINT BEARS SOUTH 08°50'00" WEST; 2) EASTERLY ALONG THE ARC OF SAID CURVE 59.33 FEET THROUGH A CENTRAL ANGLE OF 06°47'56" TO THE WESTERLY MOST CORNER OF A PARCEL OWNED IN FEE SIMPLE BY PARK CITY MUNICIPAL CORPORATION FOR THE PURPOSE OF A BUS TURNOUT, AS SHOWN ON THE ROUNDBOUT SUBDIVISION, ENTRY NO. 838123, ACCORDING TO THE OFFICIAL PLAT, THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID PARK CITY MUNICIPAL CORPORATION BUS TURNOUT PARCEL SOUTH 53°24'04" EAST 24.11 FEET; THENCE SOUTH 69°16'47" EAST 46.71 FEET; THENCE SOUTH 83°13'32" EAST 25.16 FEET TO THE POINT OF A 500.00 FOOT RADIUS CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT BEARS SOUTH 26°27'24" WEST, SAID POINT ALSO BEING ON SAID SOUTHERLY BOUNDARY OF THE DEER VALLEY ROAD RIGHT-OF-WAY; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: 1) EASTERLY ALONG THE ARC OF SAID CURVE 47.65 FEET THROUGH A CENTRAL ANGLE OF 05°27'36" TO THE POINT OF A REVERSE TO THE LEFT HAVING A RADIUS OF 340.00 FEET, OF WHICH THE RADIUS POINT BEARS NORTH 31°55'00" EAST; 2) EASTERLY ALONG THE ARC OF SAID CURVE 39.35 FEET THROUGH A CENTRAL ANGLE OF 06°37'49" TO THE SOUTHERLY BOUNDARY OF THE DEER VALLEY LOOP ROAD RIGHT-OF-WAY; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: 1) SOUTH 53°46'39" EAST 40.08 FEET; 2) SOUTH 57°33'54" EAST 56.94 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID BLOCK 57; THENCE ALONG THE SOUTHERLY LINE OF BLOCK 57 SOUTH 66°22'00" WEST 208.27 FEET TO THE POINT OF BEGINNING.

CONTAINS 28,654.73 SQUARE FEET OR 0.6578 ACRES.

SURVEYORS CERTIFICATE

I, GREGORY R. WOLBACH, OF PARK CITY, UTAH, CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 187788, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE PERFORMED A SURVEY OF THE HEREON SHOWN AND DESCRIBED TRACT OF LAND, AND THEREBY PREPARED A CONDOMINIUM PLAT, CONTAINING PRIVATE AREA (UNITS), COMMON AREA AND LIMITED COMMON AREA, HEREAFTER TO BE KNOWN AS THE "ROUNDBOUT CONDOMINIUMS". I FURTHER CERTIFY THAT THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REGULATIONS OF THE LAW AND AS SPECIFIED IN SECTION 57-8-13 OF CHAPTER 5, CONDOMINIUM OWNERSHIP ACT, UTAH CODE, TITLE 57, REAL ESTATE.



GREGORY R. WOLBACH DATE: _____

OWNERS DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENT THAT I/WE, THE UNDERSIGNED OWNERS OF THE UNITS, COMMON AND LIMITED COMMON AREAS CONTAINED WITHIN THE HEREON DESCRIBED TRACT OF LAND, TO BE HEREAFTER KNOWN AS "ROUNDBOUT CONDOMINIUMS", CERTIFY THAT I/WE HAVE CAUSED THIS SURVEY TO BE MADE AND THIS CONDOMINIUM PLAT TO BE PREPARED. I/WE DO HEREBY CONSENT TO THE CORPORATION OF THIS CONDOMINIUM AND CERTIFY THAT THE UNITS ARE AS SHOWN ON THIS CONDOMINIUM PLAT. I/WE DO HEREBY DEDICATE THE STREET RIGHT OF WAY, AND OTHER EASEMENTS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC IN ACCORDANCE WITH AN IRREVOCABLE OFFER OF DEDICATION.

BY: BLAKE HENDERSON, MANAGER
THE ROUNDBOUT LLC, A UTAH LIMITED LIABILITY COMPANY

ACKNOWLEDGMENT

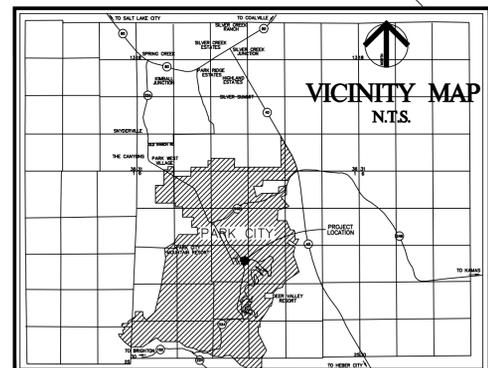
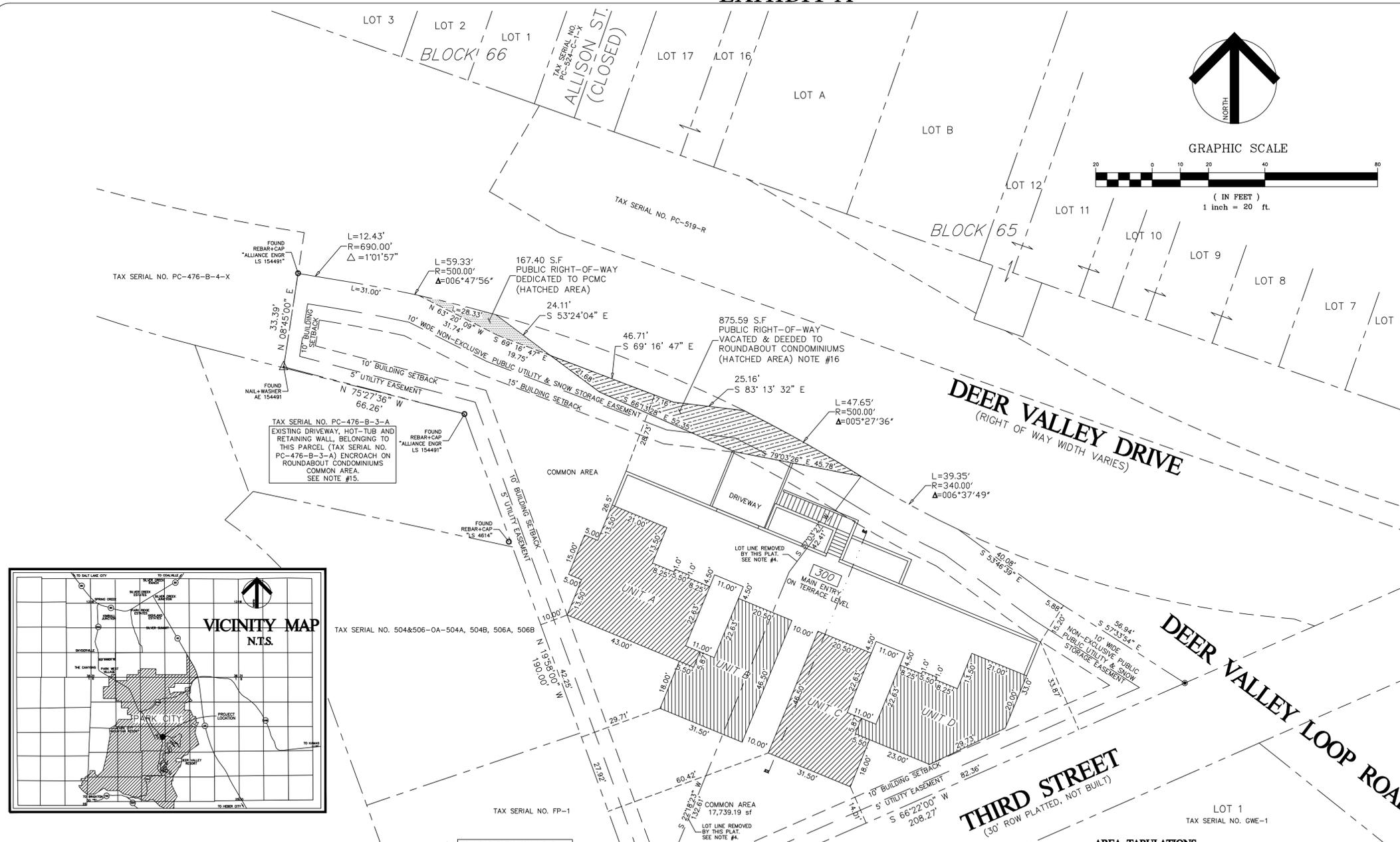
STATE OF _____) BLAKE HENDERSON, MANAGER
COUNTY OF _____) THE ROUNDBOUT LLC, A UTAH LIMITED LIABILITY COMPANY

ON THE _____ DAY OF _____, 2014, PERSONALLY APPEARED BEFORE ME BLAKE HENDERSON, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME (or proven on the basis of satisfactory evidence) AND WHO BY ME DULY SWORN/AFFIRMED, DID SAY THAT HE IS MANAGER OF "THE ROUNDBOUT LLC", A UTAH LIMITED LIABILITY COMPANY, AND THAT SAID DOCUMENT WAS SIGNED BY HIM IN BEHALF OF SAID "THE ROUNDBOUT LLC", BY AUTHORITY OF ITS BYLAWS, OR (RESOLUTION OF ITS BOARD OF DIRECTORS), AND SAID BLAKE HENDERSON ACKNOWLEDGED TO ME THAT SAID "THE ROUNDBOUT LLC" EXECUTED THE SAME.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
RESIDING IN _____ COUNTY, _____ STATE

* Signing in a Representative Capacity: An authorized officer, agent, partner, trustee, member or other representative may sign on behalf of their representative business, be it a corporation, partnership, trust, limited liability company or other entity providing they have been given authority to sign in their representative capacity. The notary must require the signer to present satisfactory documentary evidence and administer an oath or affirmation.

SHEET 1 OF 4
PLOT DATE: DECEMBER 10, 2014
DRAWING: RAB-CONDO-HOLDING



- #### NOTES:
1. BASIS OF BEARING: SOUTH 23°38'00" EAST 1,278.29 FEET BETWEEN A FOUND SURVEY ROAD MONUMENT AT THE INTERSECTION OF THE CENTERLINE OF MAIN STREET AND THE CENTERLINE OF HEBER AVENUE AND A FOUND SURVEY ROAD MONUMENT AT THE INTERSECTION OF THE CENTERLINE OF MAIN STREET AND FOURTH STREET.
 2. PROPERTY CORNERS: FOUND AND ACCEPTED SURVEY MONUMENTS AT LOT CORNERS AS SHOWN HEREON.
 3. LOCATED WITHIN: THE SOUTHEAST QUARTER OF SECTION 16, T.2S., R.4E., S.L.B.&M., PARK CITY, SUMMIT COUNTY, UTAH.
 4. THIS CONDOMINIUM PLAT HEREBY COMBINES LOT 1 AND LOT 2 OF THE ROUNDBOUT SUBDIVISION, ENTRY NO. 838123, ACCORDING TO THE OFFICIAL PLAT, THAT IS ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, INTO A SINGLE LOT, BY DOING SO, THIS PLAT REMOVES EASEMENTS ASSOCIATED WITH LINE COMMON TO LOT 1 AND LOT 2. IT ALSO REMOVES THE SHARED DRIVEWAY ACCESS EASEMENT.
 5. THE COVENANTS, CONDITIONS, RESTRICTIONS, REQUIREMENTS, EASEMENTS, OR ITEMS PREVIOUSLY ASSOCIATED WITH THE PROPERTY DESCRIBED HEREON REMAIN IN EFFECT, UNLESS SPECIFICALLY STATED OR SHOWN HEREON. ALL REQUIREMENTS SET FORTH TO THIS CONDOMINIUM PLAT ARE IN ADDITION TO PREVIOUSLY ASSOCIATED ITEMS.
 6. THE UNITS OF THIS CONDOMINIUM ARE SERVED BY A COMMON PRIVATE LATERAL WASTEWATER LINE. THE "ROUNDBOUT CONDOMINIUMS OWNERS ASSOCIATION" SHALL BE RESPONSIBLE FOR OWNERSHIP, OPERATION AND MAINTENANCE OF ALL COMMON PRIVATE LATERAL WASTEWATER LINES.
 7. CONDITION OF APPROVAL 3.: THE APPLICANT STIPULATES RESTRICTING THE DEVELOPMENT TO TWO (2) CONDOMINIUM BUILDINGS WITH ONE (1) UNDERGROUND SHARED PARKING STRUCTURE.
 8. CONDITION OF APPROVAL 4.: THE FOOTPRINT OF EACH CONDOMINIUM BUILDING WILL NOT EXCEED 3,200 SQUARE FEET.
 9. CONDITION OF APPROVAL 5.: SHARED ACCESS FOR THE FOUR UNITS WILL BE A SINGLE ACCESS POINT FOR ALL UNITS ON A COMMON DRIVEWAY INTO A SHARED UNDERGROUND PARKING STRUCTURE, ACCESSED FROM DEER VALLEY DRIVE.
 10. CONDITION OF APPROVAL 6.: ALL VEHICLES EXITING THE COMMON DRIVEWAY MUST PULL OUT OF THE DRIVEWAY ONTO DEER VALLEY DRIVE FRONT FACING.
 11. CONDITION OF APPROVAL 7.: MODIFIED 13-D SPRINKLERS WILL BE REQUIRED FOR NEW CONSTRUCTION BY THE CHIEF BUILDING OFFICIAL AT THE TIME OF REVIEW OF THE BUILDING PERMIT SUBMITTAL.
 12. CONDITION OF APPROVAL 8.: A 10 FOOT (10') WIDE PUBLIC SNOW STORAGE EASEMENT IS REQUIRED ALONG THE FRONTAGE OF THE LOT WITH DEER VALLEY DRIVE AND DEER VALLEY LOOP ROAD.
 13. CONDITION OF APPROVAL 9.: A FIVE FOOT (5') WIDE PUBLIC UTILITY EASEMENT IS REQUIRED ALONG THE REAR AND SIDE LOT LINES.
 14. THIS CONDOMINIUM PLAT IS SUBJECT TO ORDINANCE 14-22, AN ORDINANCE APPROVING THE ROUNDBOUT CONDOMINIUMS. SEE EXISTING "ENCROACHMENT AGREEMENT", ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, RECORDATION NO. 01004934.
 15. THIS CONDOMINIUM PLAT IS SUBJECT TO ORDINANCE 14-22: AN ORDINANCE APPROVING THE VACATION OF A PORTION OF THE PLATTED DEER VALLEY DRIVE ADJACENT TO THE ROUNDBOUT CONDOMINIUMS PLAT, PARK CITY, UTAH.

AREA TABULATIONS

UNIT A:	PRIVATE AREA:	4,858.6 SF
	LIMITED COMMON AREA:	1,810.3 SF
UNIT B:	PRIVATE AREA:	4,034.4 SF
	LIMITED COMMON AREA:	1,164.5 SF
UNIT C:	PRIVATE AREA:	4,034.4 SF
	LIMITED COMMON AREA:	1,164.5 SF
UNIT D:	PRIVATE AREA:	4,168.2 SF
	LIMITED COMMON AREA:	1,560.0 SF

HATCHING LEGEND

	COMMON AREA
	LIMITED COMMON AREA
	PRIVATE AREA
	DEDICATED RIGHT-OF-WAY PER THIS PLAT
	VACATED RIGHT-OF-WAY PER ORDINANCE 14-22

SYMBOL LEGEND

	ADDRESS ON DEER VALLEY DRIVE
	FOUND & ACCEPTED REBAR+CAP "ALLIANCE ENGR" "LS 154491"
	FOUND & ACCEPTED NAIL & WASHER "ALLIANCE ENGR" "LS 154491"
	FOUND & ACCEPTED STREET MONUMENT (AS DESCRIBED)
	FOUND & ACCEPTED NAIL & WASHER "EVERGREEN ENGR" "LS 187788"

Evergreen Engineering, Inc.
Civil Engineering • Land Surveying • Land Planning
1670 Bonanza Drive • Suite 101
P.O. Box 2861 • Park City • Utah • 84060
Phone: 435.649.4667 • Fax: 435.649.9219
E-mail: office@evergreen-eng.com

CITY ENGINEER
THIS PLAT IS IN CONFORMANCE WITH INFORMATION ON FILE IN THE OFFICE OF THE PARK CITY ENGINEERING DEPARTMENT ON THIS _____ DAY OF _____ A.D. 201__.

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____ AD 201__.

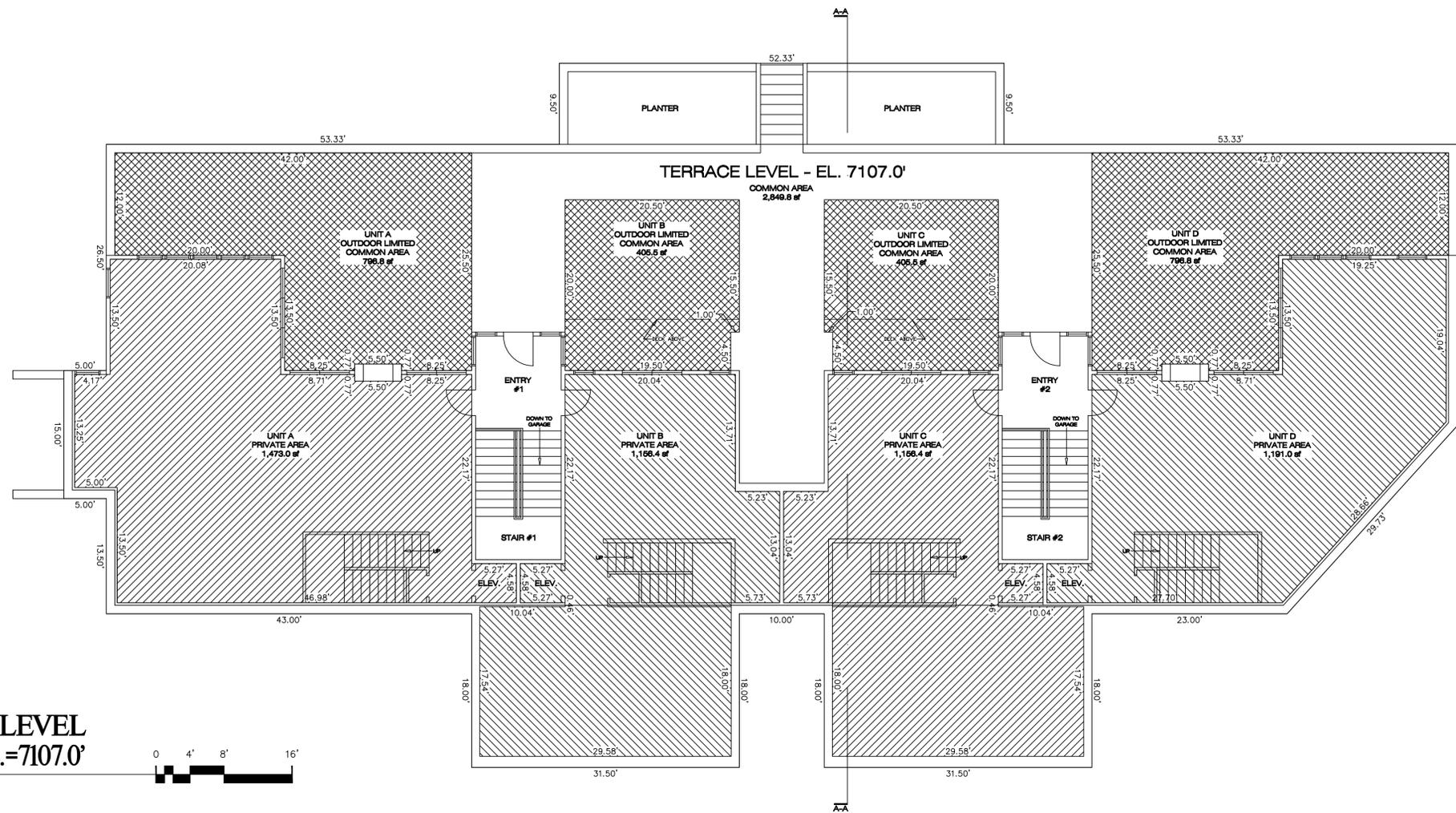
CITY PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION ON THIS _____ 9th DAY OF _____ APRIL A.D. 2014.

APPROVAL AS TO FORM
APPROVED AS TO FORM ON THIS _____ DAY OF _____ A.D. 201__.

COUNCIL APPROVAL & ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ 8th DAY OF _____ MAY A.D. 2014.

CERTIFICATE OF ATTEST
I CERTIFY THIS WAS APPROVED BY PARK CITY COUNCIL THIS _____ 8th DAY OF _____ MAY A.D. 2014.

RECORDED
N°. _____
STATE OF _____
COUNTY OF _____
RECORDED AND FILED AT THE REQUEST OF: _____
COUNTY RECORDER



**TERRACE LEVEL
FLOOR EL.=7107.0'**

SCALE: 1" = 8'

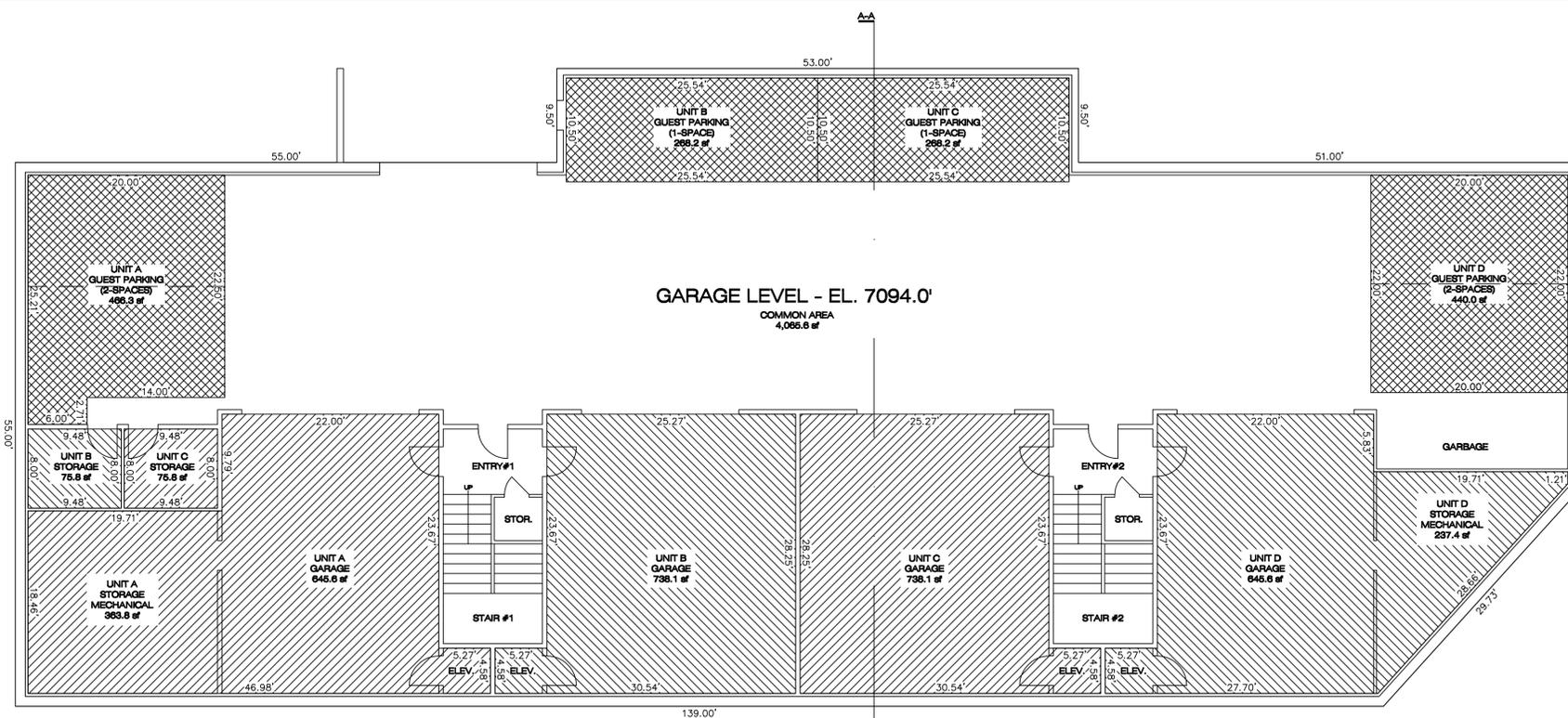


**AREA TABULATIONS
* TERRACE LEVEL**

UNIT A	
PRIVATE AREA	- 1,473.0 SF
LIMITED COMMON AREA	- 796.8 SF
UNIT B	
PRIVATE AREA	- 1,156.4 SF
LIMITED COMMON AREA	- 405.5 SF
UNIT C	
PRIVATE AREA	- 1,156.4 SF
LIMITED COMMON AREA	- 405.5 SF
UNIT D	
PRIVATE AREA	- 1,191.0 SF
LIMITED COMMON AREA	- 796.8 SF
COMBINED TOTAL	
PRIVATE AREA	- 4,976.8 SF
LIMITED COMMON AREA	- 2,404.6 SF
COMMON AREA	- 2,849.8 SF

HATCHING LEGEND

- COMMON AREA
- LIMITED COMMON AREA
- PRIVATE AREA - UNIT



**GARAGE LEVEL
FLOOR EL.=7094.0'**

SCALE: 1" = 8'



**AREA TABULATIONS
* GARAGE LEVEL**

UNIT A	
PRIVATE AREA	- 1009.4 SF
LIMITED COMMON AREA	- 466.3 SF
UNIT B	
PRIVATE AREA	- 813.9 SF
LIMITED COMMON AREA	- 268.2 SF
UNIT C	
PRIVATE AREA	- 813.9 SF
LIMITED COMMON AREA	- 268.2 SF
UNIT D	
PRIVATE AREA	- 883.0 SF
LIMITED COMMON AREA	- 440.0 SF
COMBINED TOTAL	
PRIVATE AREA	- 3520.2 SF
LIMITED COMMON AREA	- 1,442.7 SF
COMMON AREA	- 4,066.6 SF

PLOTTED: DECEMBER 10, 2014

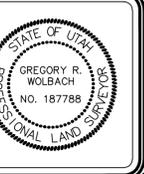
NO. _____ RECORDED
 DATE _____
 STATE OF _____
 CITY OF _____
 RECORDED AT THE REQUEST OF _____
 FEES _____ CITY RECORDER



**Evergreen
Engineering, Inc.**

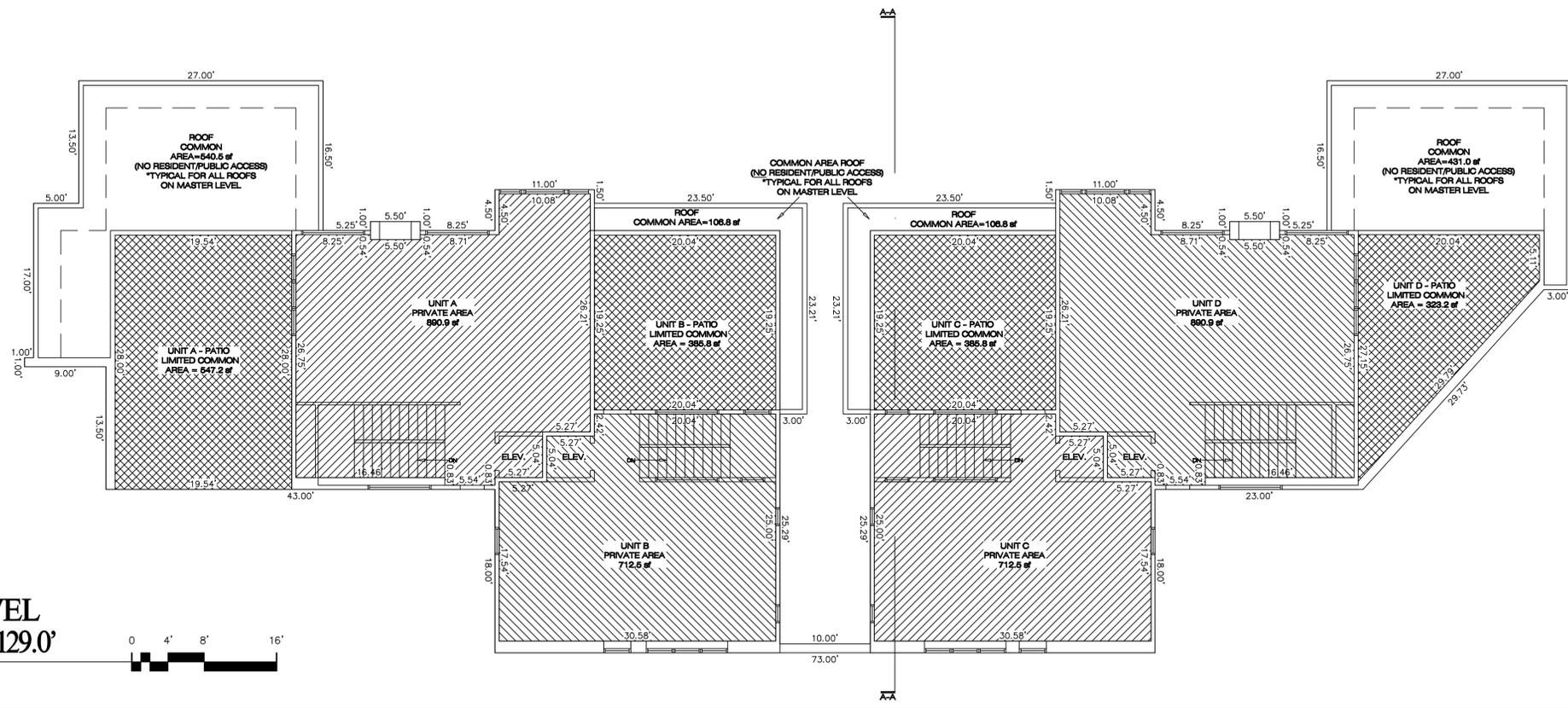
Civil Engineering • Land Surveying • Land Planning
 1670 Bonanza Drive • Suite 104 • 84600
 P.O. Box 26849 • Park City, Utah 84600
 E-mail: office@evergreen-eng.com

REVISIONS	COMMENTS
DATE	BY



SURVEYED BY:
GRW/ADM
 DRAWN BY:
GRW
 CHECKED BY:
GRW

ROUNDABOUT CONDOMINIUMS
FLOOR PLANS
GARAGE LEVEL AND TERRACE LEVEL
 JOB NO. 0609
 DWS: RAB-CONDO-FP
 FOR: BLAKE HENDERSON, THE ROUNDABOUT LLC
 SHEET 2 OF 4

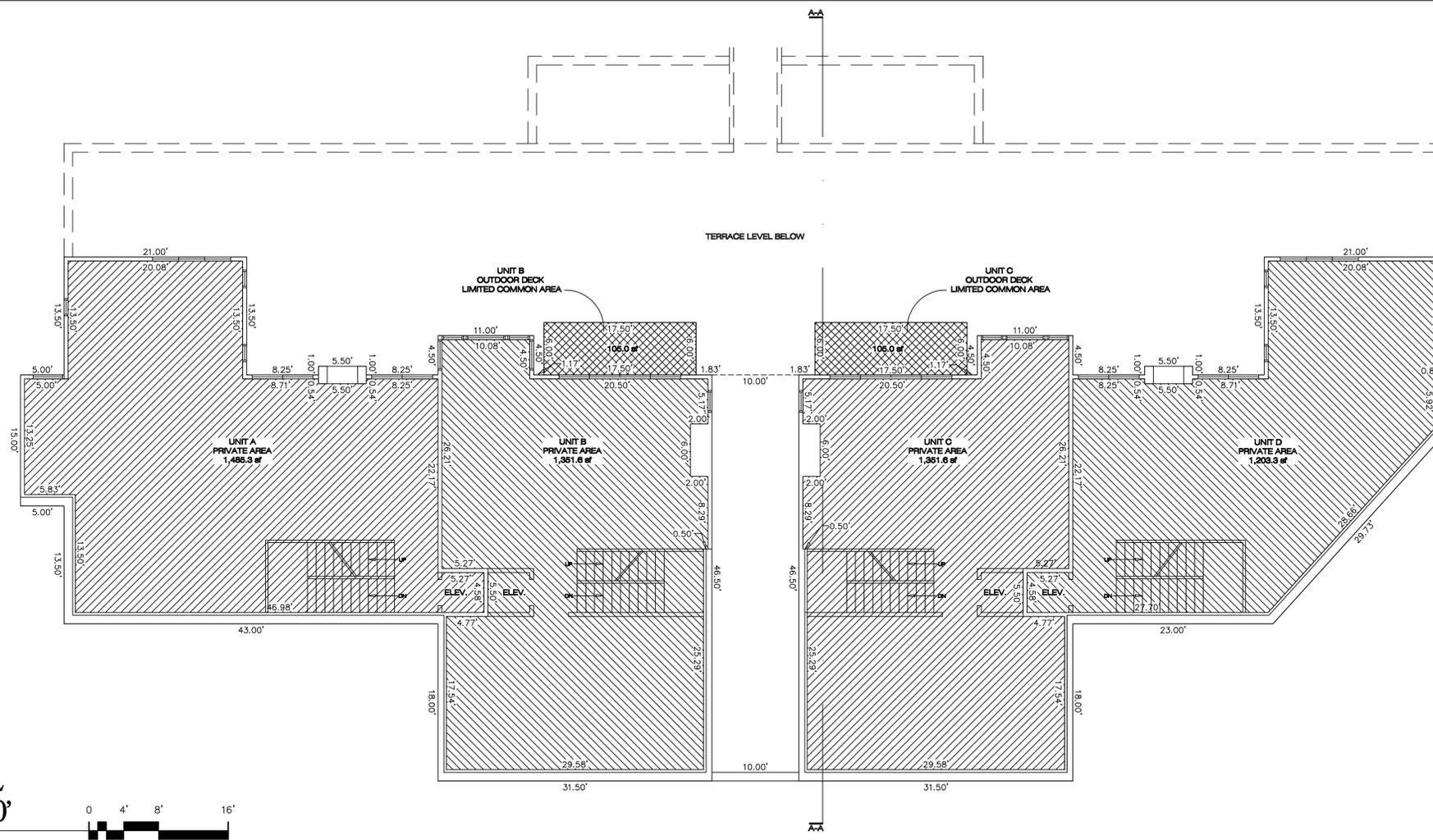


AREA TABULATIONS
* MASTER LEVEL

UNIT A	
PRIVATE AREA	890.9 SF
LIMITED COMMON AREA	547.2 SF
UNIT B	
PRIVATE AREA	712.5 SF
LIMITED COMMON AREA	385.8 SF
UNIT C	
PRIVATE AREA	712.5 SF
LIMITED COMMON AREA	385.8 SF
UNIT D	
PRIVATE AREA	890.9 SF
LIMITED COMMON AREA	323.2 SF
COMBINED TOTAL	
PRIVATE AREA	3,206.8 SF
LIMITED COMMON AREA	1,642.0 SF
COMMON AREA	1,740.4 SF

HATCHING LEGEND

- COMMON AREA
- LIMITED COMMON AREA
- PRIVATE AREA - UNIT



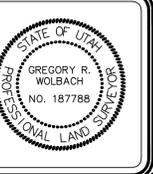
AREA TABULATIONS
* SECOND LEVEL

UNIT A	
PRIVATE AREA	1,485.3 SF
LIMITED COMMON AREA	0.0 SF
UNIT B	
PRIVATE AREA	1,351.6 SF
LIMITED COMMON AREA	105.0 SF
UNIT C	
PRIVATE AREA	1,351.6 SF
LIMITED COMMON AREA	105.0 SF
UNIT D	
PRIVATE AREA	1,203.3 SF
LIMITED COMMON AREA	0.0 SF
COMBINED TOTAL	
PRIVATE AREA	5,391.8 SF
LIMITED COMMON AREA	210.0 SF
COMMON AREA	520.7 SF

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



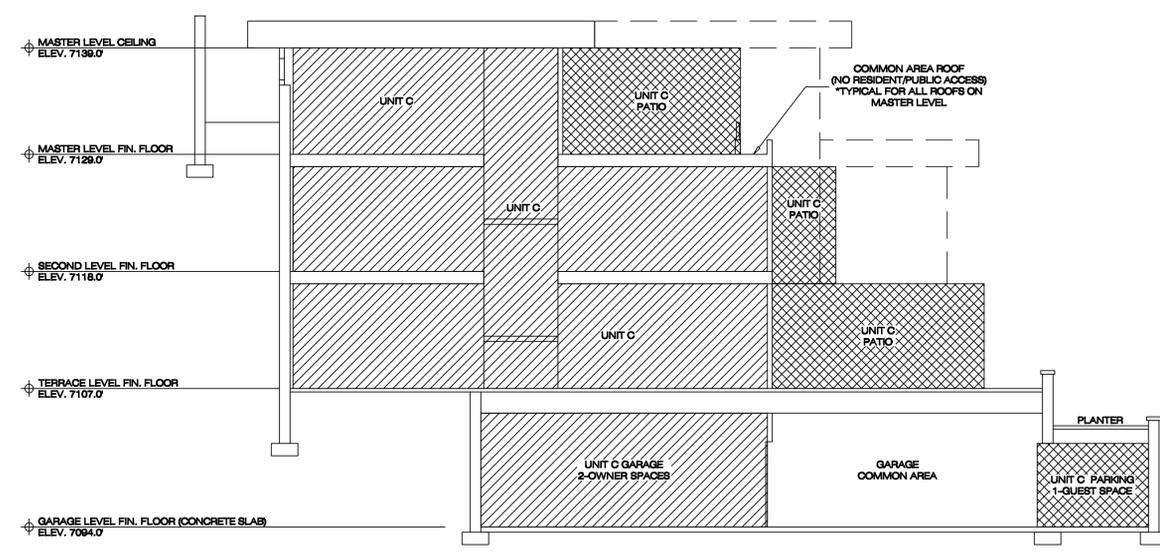
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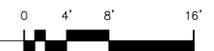
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GRW
 CHECKED BY:
GRW

ROUNDABOUT CONDOMINIUMS
FLOOR PLANS
SECOND LEVEL AND MASTER LEVEL
 JOB NO. 0609
 DWS: RAB-CONDO-PP
 FOR: BLAKE HENDERSON, THE ROUNDABOUT LLC

Evergreen Engineering, Inc.
 1670 Bonanza Drive, Suite 104
 Phoenix, AZ 85024
 Phone: 480.449.4627
 Fax: 480.449.4627
 E-mail: office@evergreen-eng.com



BUILDING SECTION AA
 SCALE: 1" = 8'



HATCHING LEGEND

	COMMON AREA
	LIMITED COMMON AREA
	PRIVATE AREA - UNIT

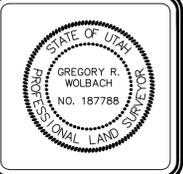
RECORDED

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

Evergreen Engineering, Inc.
 Civil Engineering • Land Surveying • Land Planning
 1670 Bonanza Drive • Suite 104 • Phoenix, AZ 85024
 Phone: 480.449.4627 • Fax: 480.449.4627
 E-mail: office@evergreen-eng.com

DATE	BY	COMMENTS

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SURVEYED BY: GRW/ADM
 DRAWN BY: GRW
 CHECKED BY: GRW

ROUNDABOUT CONDOMINIUMS
BUILDING SECTION AA
 FOR: **BLAKE HENDERSON, THE ROUNDABOUT LLC**
 JOB NO. **0609**
 DWG: **RAB-CONDO-SEC-AA**

**City Council
Staff Report**



Subject: Roundabout Condominiums, 300 Deer Valley Loop Road
Author: Christy J. Alexander, AICP, Planner II
Project Number: PL-13-02147
Date: May 8, 2014
Type of Item: Administrative – Condominium Plat

Summary Recommendation

Staff recommends the City Council hold a public hearing for the Roundabout Condominiums plat, and consider approving the plat based on the findings of fact, conclusions of law, and conditions of approval as found in the draft ordinance.

Description

Applicant: Blake Henderson, Roundabout LLC
Location: 300 Deer Valley Loop Road
Zoning: Residential (R-1)
Adjacent Land Uses: Single family condominium units, multi-family condominium units, single family and duplex dwellings
Reason for Review: Plat amendments require Planning Commission review and City Council approval

Proposal

The purpose of this application is to amend the existing Roundabout Subdivision plat consisting of two (2) duplexes on two (2) lots and remove the lot line in order to build an underground parking structure and to convert it to two (2) condominium buildings, consisting of two (2) units in each building for a total of four (4) units.

Purpose

The purpose of the Residential (R-1) District is to:

- A. Allow continuation of land Uses and architectural scale and styles of the original Park City residential Area,
- B. Encourage Densities that preserve the existing residential environment and that allow safe and convenient traffic circulation,
- C. Require Building and Streetscape design that minimizes impacts on existing residents and reduces architectural impacts of the automobile,
- D. Require Building design that is Compatible with the topographic terrain and steps with the hillsides to minimize Grading,
- E. Encourage Development that protects and enhances the entry corridor to the Deer Valley Resort Area,

- F. Provide a transition in Use and scale between the Historic Districts and the Deer Valley Resort; and
- G. Encourage designs that minimize the number of driveways accessing directly onto Deer Valley Drive.

Background

On November 13, 2013, the City received a complete application for this condominium plat to combine the two (2) existing lots into one Condominium lot of record from the Roundabout Subdivision plat that was approved by City Council on June 14, 2007, and recorded at Summit County on February 21, 2008 (Exhibit E).

The Roundabout Subdivision created two (2) lots from one (1) metes and bounds parcel of Block 57 of the Park City Survey. The metes and bounds parcel was .64 of an acre, or 24,877 square feet of land. No previous applications had been received for this property prior to the Roundabout Subdivision in 2007.

The applicant wished to create the subdivision to facilitate the new construction of one duplex on each of the lots. A duplex is an allowed use in the R-1 district. However, a building permit cannot be issued for metes and bounds parcels of land so the property was subdivided.

The Planning Commission held a public hearing during the May 2007 regular meeting and unanimously forwarded a positive recommendation. Public input from concerned neighbors was focused primarily on the impact of construction on the neighborhood. A Construction Mitigation Plan (CMP) is a requirement for all building permits. Council heard the application on June 14, 2007, and voted to approve the subdivision. The plat was recorded on February 21, 2008. As conditioned, the proposed plat (Exhibit A) is consistent with the conditions of approval of the existing Roundabout Subdivision plat (Exhibit K) with two changes related to access discussed below.

The Roundabout Subdivision plat created two (2) new lots, Lot 1 being 12,658 square feet and Lot 2 being 12,219 square feet (Lot 2) in size. Conditions of Approval that were specific to this plat approval (see Exhibit K) were: 5) The applicant stipulates to restricting the development to a single family home or duplex dwelling on each lot; 6) The footprint on each lot will not exceed 3,200 square feet; 7) Shared access for the proposed lots will be accessed off of Deer Valley Loop Road; 8) An encroachment agreement will be created for improvements to the platted 3rd Street prior to building permit issuance on either lot; and 9) The applicant shall submit a financial guarantee, in an amount approved by the City Engineer and in a form approved by the City Attorney, for the public improvements including the fire hydrant, bus pull-off, improvements to Deer Valley Drive, and lighting, prior to plat recordation.

The duplexes have not been built to date and the applicant now wishes to amend the plat, convert it to a condominium plat, remove the existing lot line, and put two condominium buildings that each contain two (2) units (four (4) units total) but have an updated and more compatible design and architecture than previously proposed when

the original plat was recorded. The applicant also proposes to build a shared parking structure underground instead of having four (4) garage doors facing Deer Valley Drive as was previously proposed with the original plat. The access for the garage will be from Deer Valley Drive and not Deer Valley Loop Road as required in the 2007 Subdivision Conditions of Approval. Therefore, no remediation to Third Street will be needed. The applicant will operate the properties as a Condominium HOA managed four-unit residential property. The development concept is intended to be a high-end, residential first or second home with mountain contemporary design using clean lines with natural and local finishes. The underground parking structure allows for 2 cars per unit plus 6 additional guest parking spaces.

At the March 12, 2014, Planning Commission meeting the Planning Commission voted unanimously to continue the item to the April 9, 2014 meeting. Commissioner Gross requested to see updated plans so that all drawings show the driveway in the correct place. Commissioner Stuard was concerned as to how high the retaining walls would need to be with regards to the vertical cuts during excavation. He requested an accurate site plan that depicts the locations and heights of all the retaining walls on the site. He suggested placing a condition of approval to the Construction Mitigation Plan that addresses the hours and methods of hauling. Commissioner Strachan requested to see larger plans that show the topographical data, existing grade, finished grade, and heights to each floor and each setback level as well as an estimation of the amount of dirt that would be removed. Commissioner Strachan also requested to see the Construction Mitigation Plan and Geo-technical report. (See Planning Commission Minutes 3/12/14, Exhibit M)

The applicant submitted all items as requested in the attached exhibits with the exception of the full Construction Mitigation Plan, which is required at time of Building Permit application. The applicant intends to stage the project entirely on his property and a condition of approval has been added to require that. He already received the approvals to build two (2) duplex dwellings in 2007, which will have more impact on the property than the proposed two (2) condominium buildings. The Conditions of Approval stipulate that all staging of the project must be done entirely on the applicant's property and that the hours of hauling shall be between 8 am and 6 pm, Monday through Friday, throughout the duration of the project (as opposed to 7 am - 9 pm, Monday through Saturday, and 9 am – 6 pm Sunday, as currently allowed by the Building Department). Staff finds with the existing approvals of the two (2) platted lots and current submittal of the Geo-technical report, the applicant has provided enough information to move forward and all requirements of the Construction Mitigation Plan will be adhered to and strictly enforced by the Building Department.

At the April 9, 2014, Planning Commission meeting the Planning Commission voted unanimously to forward a positive recommendation to the City Council. The Commissioners were pleased to see the applicant had provided the requested information and updated plans as they had requested at the March 12, 2014, meeting and felt the provided documentation was sufficient to provide a positive recommendation. The Planning Commission voted to forward a positive

recommendation with the following Conditions of Approval as follows:

Add to the end of CoA #12 – The sidewalk on Deer Valley Drive shall remain passible at all times.

Add CoA #15 –The applicant shall conduct a meeting with surrounding neighbors within one week prior to the commencement of construction to inform them of construction plans. Applicant shall make reasonable efforts to reach all neighbors within 300 feet. (See Exhibit N, minutes PC meeting 4/9/14)

Analysis

This request for the Roundabout Condominiums plat removes the existing lot line and combines the existing two (2) lots into one condominium plat with two (2) condominium buildings that each contains two (2) units (four (4) units total) with a common parking structure in accordance with the Utah Condominium Act. The zoning district is Residential District (R-1). The proposed amendment is consistent with the purpose statements of the district in that the use as residences is unchanged, however they will now be condominium units. A change in unit square footage is proposed minimizing site disturbance, preserving the existing natural open space, and minimizing impacts of development.

The Roundabout Condominiums is a residential four (4) unit - two (2) condominium building development that meets Park City’s current R-1 zoning and code requirements. The property is subject to the following criteria:

	Required	Approved in 2007	Currently Proposed
Site Requirements	Lot has frontage on the streets master plan, or on private easement connecting the lot to a street shown on the streets master plan	Frontage is adjacent to Deer Valley Drive and Deer Valley Loop Road. Access is proposed off of Deer Valley Loop Road.	Frontage is adjacent to Deer Valley Drive and Deer Valley Loop Road. Access is proposed off of Deer Valley Drive.
Lot Size	Duplex Dwelling: 3750 square feet minimum lot size	Lot 1: 12,658 square feet; Lot 2: 12,219 square feet (total for subdivision is 24,877 square feet).	27,779.15 square feet total lot size. Duplex Dwellings & Condominium Buildings are allowed uses. (Difference of 2,902.15 sf of lot size is due to proposed bus pull out location and is dependent on Council’s approval of the vacation of ROW

			which was previously dedicated by applicant in exchange for other land for the ROW.
Minimum width of Lot	37.5 feet for a duplex dwelling	Lot 1: 130 feet; Lot 2: 150 feet buildable width.	Approximately 280 feet buildable width; complies.
Maximum Footprint	Determined by setbacks (i.e. can be as big as the building pad)	3,200 square feet per duplex dwelling	2,613 square feet for Units A&B combined and 2,286 square feet for Units C&D combined; complies.
Front yard setback	15 feet minimum; 20 feet for garage	20 feet	20 feet; complies.
Rear yard setback	10 feet minimum	10 feet	10 feet; complies.
Side yard setback	5 feet minimum	10 feet	10 feet; complies.
Height	28 feet above existing grade, maximum	32 feet above existing grade (Gabled, hip and similar pitched roofs may extend up to five feet (5') above the Zone Height).	22 feet above existing grade; complies.
Parking	2 off-street spaces per dwelling unit	2 off-street spaces per dwelling unit with 4 double-wide garage doors facing Deer Valley Drive.	14 spaces proposed in underground parking structure with 1 double-wide garage door facing Deer Valley Drive, complies.
Architecture	N/A	<ul style="list-style-type: none"> • Significant amount of exposed retaining • Less set back – limited green space between Deer Valley Drive and homes • Less building step back • More massing 	<ul style="list-style-type: none"> • Minimal amount of exposed retaining • More set back – more green space between Deer Valley Drive and homes • More building step back • Less massing

The R-1 District of Park City is a transitional zone leaving Old Town entering the Deer Valley Resort area. Under the purpose statement of this zone, the LMC clearly

describes the encouragement of densities that preserve the existing residential environment and that allow safe and convenient traffic circulation. In terms of safe and convenient traffic circulation, the purpose statement also notes that designs that minimize the number of driveways accessing directly onto Deer Valley Drive are encouraged. Another goal of the R-1 District is to require building designs that are compatible with the topographic terrain and steps with the hillsides to minimize grading. The applicant has worked with Staff to comply with the purpose statement of the R-1 District and mitigate the issues of access, density, and steep slope. Architectural design guidelines as found in the LMC will need to be adhered to and will be reviewed upon building permit submittal.

The Roundabout Condominiums meet all zoning and code requirements. The applicant is proposing density at three times less than what is allowed within the zone. As part of the 2007 Roundabout Subdivision, the applicant stipulated to conditions of approval which limited density from 14 old town-style development lots to two (2) lots with four (4) units. As mentioned in the background section, the Roundabout Subdivision contained five Conditions of Approval that were specific to that plat. As per COA #5, the applicant still stipulates to restricting development to duplex dwellings (condominium buildings with two units). As per COA #6, the applicant still stipulates to restricting the footprint of each duplex to 3,200 square feet, in fact the proposed footprints will be much smaller. As per COA #7, the shared access for the proposed new lot will change to be off of Deer Valley Drive instead of off of Deer Valley Loop Road as was previously approved. As per COA #8, The City Engineer decided that the encroachment agreement for improvements to the platted 3rd Street is no longer necessary as the access point has changed to Deer Valley Drive. As per COA #9, the applicant still stipulates to submitting a financial guarantee for the public improvements to Deer Valley Drive. The driveway access easement across the property off of Deer Valley Loop Road and Third Street as shown on the existing plat (Exhibit E) will be removed on the proposed plat as there will be a shared underground parking structure accessed off of Deer Valley Drive and no driveway will be needed across the entire property at grade. The encroachments onto the applicant's property by the owner of 510 Ontario Avenue were never previously addressed. These encroachments from the asphalt driveway, rock retaining wall and hot tub will either need to be removed or else the parties will need to enter into an encroachment agreement prior to plat recordation. The proposed condominium buildings are also under the height and footprint maximum requirements, have reduced massing and added relief to the building elevations from what was contemplated in 2007. The new proposed building design significantly limits the amount of free standing retaining walls thus allowing the natural vegetation to remain in place (Exhibit H).

The proposed parking is almost double what is required and sits underground in a parking structure thus reducing the view of vehicles from the street and reducing the number of garage doors from the previously proposed four to one (viewable from Deer Valley Drive). Vehicles exiting the property on the common driveway are required to exit head first onto Deer Valley Drive, thus making it much safer on a flat and shorter driveway than the previous proposed plans which were to back out on a much longer and steeper driveway onto the already substandard Deer Valley Loop Road (Exhibit I).

The shared parking structure consists of 8,997.3 square feet, which includes two (2) parking spaces per unit and a total of six (6) guest parking spaces.

The applicant previously dedicated to the city a significant amount of land to improve Deer Valley Loop Road and the Deer Valley Drive bus stop as part of the prior subdivision. The new proposal with the driveway entrance off of Deer Valley Drive causes the applicant to request moving the newly built bus pull-out further to the west, as per the City Engineer's request and approval. Due to the bus pull-out modifications along Deer Valley Drive, the applicant will need to deed a portion of property to the City for ROW improvements and receive another portion of existing ROW improvements back from the City. Exhibit C shows the 875 square feet of ROW requested to be vacated and will revert to the applicant and 164 square feet that will be dedicated to the City. The applicant previously dedicated 3,152.54 square feet in fee simple to the City with the 2007 Subdivision for the bus pull-out and Deer Valley Drive and Deer Valley Loop ROW improvements (Exhibit E). In order for this to occur, the applicant is petitioning the City Council to vacate the 875 square feet of ROW. The ROW vacation ordinance is being heard concurrent with the plat amendment request at City Council on May 8, 2014.

Steep Slope and Density

One defining characteristic of the property is the steepness of the slope. Steep slopes in the R-1 zone do not require a steep slope analysis. A point of discussion that was brought up at the March 12, 2014 Planning Commission meeting revolved around LMC Section 15-7.3(D) which explains the role of the developer and planning commission in the instance of Land being restricted due to the character of the land. This section states "Land which the Planning Commission finds to be unsuitable for subdivision or development due to flooding, improper drainage, steep slopes, rock formations, mine hazards, potentially toxic wastes, adverse earth formations or topography, wetlands, geologic hazards, utility easements, or other features, including ridge lines, which will reasonably be harmful to the safety, health, and general welfare of the present or future inhabitants of the subdivision and/or its surrounding areas, shall not be subdivided or developed unless adequate methods are formulated by the Developer and approved by the Planning Commission, upon recommendations of a qualified engineer, to solve the problems created by the unsuitable land conditions. The burden of the proof shall lie with the Developer. Such land shall be set aside or reserved for uses as shall not involve such a danger."

This land, when it was previously approved to be subdivided in 2007, was deemed suitable by qualified engineers, those of the applicant's as well as the previous City Engineer, based upon the building design and retaining proposed. Currently, two duplexes are approved to be developed should the applicant decide to not proceed forward with the current application. Staff feels that the provided Geotechnical report and the CMP due at time of Building Permit application will be sufficient to meet the requirements of the statute for this application.

City staff has not overlooked this element but has worked with the applicant on the

proposed condominium plat in an effort to mitigate the impact of developing on a steep slope. Prior development on neighboring lots also provides evidence that this land is situated on stable ground, and the developer has hired Applied Geotechnical Environmental Company and has provided a certified geotechnical report that provides soil structure analysis for the structural design. During the building department review of the project, a CMP will be required and will be thoroughly reviewed by those qualified within the Building Department. The applicant must adhere to the CMP in order to obtain a Building Permit.

The applicant is aware of the limitations of working on a steep slope. In 2007, the applicant voluntarily proposed less density in the subdivision given these limitations. Under the LMC, a duplex requires 3,750 square feet of lot area. The applicant agrees to a limitation of two condominium buildings on the entire condominium lot for a total of four (4) units. The lot is much greater than the lot requirement of 3,750 square feet times two which would total 7,500 square feet.

The Park City General Plan discussed the current trend of density in the area and states that “the zone’s permitted density is resulting in more density and larger scale than the neighborhood is comfortable with.” One recommendation within the General Plan to address the issue is to “re-evaluate the zoning in the area and make changes necessary to decrease the density and scale of structures.” The LMC defined density as “The intensity or number of non-residential and residential uses expressed in terms of unit equivalents per acre or lot or units per acre. Density is a function of both number and type of dwelling units and/or non-residential units and the land area.”

The surrounding land use in the area is made up of single family and multi-family units. The applicant has introduced plans for two condominium buildings on the lot. Planning staff had previously analyzed the density of the surrounding development and had found that the proposed density is appropriate for the surrounding scale and use. In an analysis of the surrounding properties and the percent of land utilized for footprint completed in 2007 (Exhibit J), the applicant was just below the average of 27 percent. Percent of footprint of the analyzed lots ranged from 11.7% to 38.9%. The applicant was proposing 25.3% and 26.2% for each of the lots. This is consistent with the density of the adjacent properties. In terms of number of dwelling units per lot area, the applicant’s property will be much less dense than the neighboring developments with an extra 2000 square feet of lot area per dwelling unit (Exhibit J).

The footprint of a dwelling is not regulated in the R-1 zone, however, the applicant stipulated to a maximum footprint of 3,200 square feet as part of the 2007 Subdivision. Setback requirements in the R-1 zone determine the allowable footprint of dwellings. In the neighboring HR-1 zone the footprint of a building is determined using the maximum foot print formula. In 2007 an analysis was made by applying this formula from the HR-1 District to the two existing lots to see what the allowed footprint would be: 12,658 square foot lot results in a 3107.63 square foot footprint, 12,219 square foot lot area results in a 3074 square foot footprint. These amounts were within 125 square feet of the 3,200 square foot footprint that the applicant requested in 2007 and the current

proposal shows footprints that are much smaller: 2,613 square feet for Units A&B combined and 2,286 square feet for Units C&D combined. Staff has incorporated a condition of approval that the footprint of each building will not exceed 3,200 square feet, as was previously conditioned.

Good Cause

Staff finds good cause for this record of survey amendment as it removes the lot line to create an underground connected parking structure and makes it so four garage doors will not be seen from Deer Valley Drive as was previously approved. One common driveway off of Deer Valley Drive that allows vehicles to pull out front-facing will provide a safer and better alternative to backing out onto Deer Valley Loop Road, as was previously approved in 2007.

The proposed plat would allow for smaller footprints, lower building heights, more setbacks, a significantly smaller amount of exposed retaining walls, less massing, and more building step backs compared to what was previously approved. Staff finds that the plat will not cause undo harm on any adjacent property owners because the proposal mitigates the issues of density, scale, and access addressed within the General Plan and LMC for this area. Staff finds that all requirements of the Land Management Code for any future development can be met. All encroachments will be remedied by agreement before the plat will be recorded.

Department Review

This project has gone through interdepartmental review. No issues were raised, pertaining to the requested plat amendment that have not been mitigated.

Notice

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

Public Input

Staff has not received further public input on this application at the time of this report.

Process

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

Alternatives

- The City Council may approve the Ordinance for the Roundabout Condominiums plat, as conditioned or amended, or
- The City Council may deny the application and direct staff to make Findings for this decision, or
- The City Council may continue the discussion and provide Staff and the Applicant with specific direction regarding additional information necessary to make a recommendation on this item.

Significant Impacts

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

Consequences of not taking the Suggested Recommendation

The two (2) lots would remain separate, only allowing for two (2) duplexes as previously proposed and approved. The existing approvals would allow for larger footprints, higher building heights, less setbacks, significant amount of exposed retaining walls, more massing, less building step backs, and four double-wide garage doors facing Deer Valley Drive versus what is currently proposed.

Recommendation

Staff recommends the City Council hold a public hearing for the Roundabout Condominiums plat, and consider approving the plat based on the findings of fact, conclusions of law, and conditions of approval as found in the draft ordinance.

Exhibits

- Exhibit A – Proposed Ordinance and Proposed Plat for the Roundabout Condominiums
- Exhibit B – Proposed Grading Exhibit
- Exhibit C – Proposed Property Line Exhibit (lands to be dedicated to and vacated by City ROW)
- Exhibit D – Proposed Elevations, Floor Plans and Section
- Exhibit E – Aerial Photograph with proposed Site Plan superimposed
- Exhibit F – Existing Conditions – Topography with existing plat superimposed
- Exhibit G – Previously approved Roundabout Subdivision Plat recorded on February 21, 2008
- Exhibit H – Ordinance No.07-33 approved with the Roundabout Subdivision Plat in 2007
- Exhibit I – Existing Site Photographs
- Exhibit J – Previously proposed and approved in 2007 – Two Lot Duplex Site Plan, Elevation, and Rendering
- Exhibit K – Neighborhood Analysis completed in 2007
- Exhibit L – Planning Commission Meeting Minutes from April & May 2007
- Exhibit M – PC Minutes for March 12, 2014 meeting
- Exhibit N – PC Minutes for April 9, 2014 meeting

Ordinance No. 14-

**AN ORDINANCE APPROVING THE ROUNDABOUT CONDOMINIUMS PLAT,
LOCATED AT 300 DEER VALLEY LOOP ROAD, PARK CITY, UTAH.**

WHEREAS, the owners of the property known as the Roundabout Subdivision, have petitioned the City Council for approval of the Roundabout Condominiums plat, a Utah Condominium project; and

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

WHEREAS, proper legal notice was published in the Park Record and notice letters were sent to all affected property owners, in accordance with the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on March 12, 2014, to receive input on the supplemental plat;

WHEREAS, the Planning Commission held a second public hearing on April 9, 2014, to receive additional input on the supplemental plat;

WHEREAS, the Planning Commission, on April 9, 2014, forwarded a positive recommendation to the City Council; and,

WHEREAS, on May 8, 2014, the City Council held a public hearing on the amended record of survey plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Roundabout Condominiums plat, a Utah Condominium project.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Roundabout Condominiums plat, a Utah Condominium project, as shown in Attachment A, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 300 Deer Valley Loop Road.
2. The property is located within the Residential (R-1) District.
3. The R-1 zone is a transitional zone in use and scale between the historic district and the Deer Valley Resort.
4. The condominium plat will create one (1) condominium lot of record containing a total of 27,779.15 square feet.

5. There are no existing structures on the property.
6. Access to the property will be from Deer Valley Drive in a single access point on a common driveway for all units to a shared underground parking structure.
7. The minimum lot size in the R-1 zone is 3,750 square feet for a duplex dwelling.
8. A duplex dwelling is an allowed use in the R-1 zone.
9. The total private area of the condominiums consists of 5,230.2 square feet; the Limited Common Area consists of 306 square feet.
10. Unit A consists of 3,769.6 square feet of private area and 2,852.3 square feet of limited common area. Unit B consists of 2,581.2 square feet of private area and 2,013 square feet of limited common area. Unit C consists of 2,581.2 square feet of private area and 2,013 square feet of limited common area. Unit D consists of 3,076.7 square feet of private area and 2,385.8 square feet of limited common area.
11. The entire project including the parking structure contains 9,446.1 square feet of common area, 12,008.7 square feet of private area, and 9,264.1 square feet of limited common area.
12. The footprints total 2,613 square feet for Units A&B combined and 2,286 square feet for Units C&D combined; with a total footprint of the project being 4,899 square feet.
13. The height of the buildings will be 22 feet above existing grade
14. The front yard setback will be 20 feet, the rear yard setback will be 10 feet and the side yard setbacks will be 10 feet each.
15. The shared parking structure contains a total of 14 parking spaces, exceeding the eight (8) parking space requirement.
16. There are existing encroachments on the property from the owner of 510 Ontario Avenue.
17. The existing shared access easement will be removed with the approval of this plat.
18. Minimal construction staging area is available along Deer Valley Loop Road and Deer Valley Drive.
19. The Geo-technical report was submitted.
20. A Construction Mitigation Plan will be required upon submittal of a Building Permit application.
21. On June 14, 2007, the City Council approved the Roundabout Subdivision Plat. This plat was recorded February 21, 2008.
22. On November 13, 2013, the Planning Department received a complete application for the Roundabout Condominiums plat.
23. Due to the bus pull-out modifications along Deer Valley Drive, the applicant will dedicate 164 square feet of property to the City for ROW improvements and is petitioning the City to vacate 875 square feet of existing ROW which will revert to the applicant..
24. The applicant previously dedicated 3,152.54 square feet to the City with the 2007 Subdivision for the bus pull-out and Deer Valley Drive and Deer Valley Loop ROW improvements.
25. Applicant will build the new bus pull-out to City specifications.
26. As conditioned, this condominium plat is consistent with the conditions of approval of the Roundabout Subdivision plat as per the findings in the Analysis section.

Conclusions of Law:

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

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form of the condominium plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat at Summit County within one (1) year from the date of City Council approval. If recordation has not occurred within the one year time frame, this approval will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The applicant stipulates restricting the development to two (2) condominium buildings with one (1) underground shared parking structure. This shall be noted on the plat.
4. The footprint of each condominium building will not exceed 3,200 square feet, to be noted on the plat.
5. Shared access for the four units will be a single access point for all units on a common driveway into a shared underground parking structure, accessed from Deer Valley Drive, to be noted on the plat.
6. All vehicles exiting the common driveway must pull out of the driveway onto Deer Valley Drive front-facing, to be noted on the plat.
7. Modified 13-D sprinklers will be required for new construction by the Chief Building Official at the time of review of the building permit submittal and shall be noted on the final mylar prior to recordation.
8. A 10 foot (10') wide public snow storage easement is required along the frontage of the lot with Deer Valley Drive and Deer Valley Loop Road and shall be shown on the plat.
9. A five foot (5') wide public utility easement is required along the rear and side lot lines.
10. The applicant shall submit a financial guarantee, in an amount approved by the City Engineer and in a form approved by the City Attorney, for the public improvements including, but not limited to, the fire hydrant, storm drain box, bus pull-out, improvements to Deer Valley Drive, and lighting, prior to plat recordation.
11. An encroachment agreement between the applicant and the owner of 510 Ontario Avenue that addresses all current encroachments (asphalt driveway, rock retaining wall and hot tub) onto the applicant's property shall be remedied prior to plat recordation.
12. The Construction Mitigation Plan required at Building Permit application shall stipulate that all staging of the project must be done entirely on the applicant's

property and that the hours of hauling shall be between 8 am and 6 pm Monday through Friday throughout the duration of the project. The sidewalk on Deer Valley Drive shall remain passible at all times unless explicit approval is given to close the sidewalk by the Building Department.

13. There shall be a tie breaker mechanism in the CCR's.
14. Due to the bus pull-out modifications along Deer Valley Drive, the applicant will need to dedicate a portion of property to the City for ROW improvements and petition the City Council to vacate the 875 square feet of ROW prior to plat recordation.
15. The applicant shall conduct a meeting with surrounding neighbors within one week prior to the commencement of construction to inform them of construction plans. Applicant shall make reasonable efforts to reach all neighbors within 300 feet.

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

PASSED AND ADOPTED this _____ day of _____, 2014.

PARK CITY MUNICIPAL CORPORATION

Jack Thomas, MAYOR

ATTEST:

Marci Heil, CITY RECORDER

APPROVED AS TO FORM:

Mark Harrington, CITY ATTORNEY

EXHIBIT A - PROPOSED PLAT

CONDOMINIUM PLAT
ROUNABOUT CONDOMINIUMS
 - A UTAH CONDOMINIUM PROJECT -
 A PARCEL OF LAND LOCATED WITHIN SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
 SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

LEGAL DESCRIPTION

ALL OF LOT 1 AND LOT 2, THE ROUNABOUT SUBDIVISION, ENTRY NO. 838123, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, SUMMIT COUNTY, UTAH.
 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS NORTH 66°22'00" EAST 265.00 FEET FROM THE SOUTHERNMOST CORNER OF BLOCK 57, PARK CITY SURVEY, ENTRY NO. 197765, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, SUMMIT COUNTY, UTAH; AND RUNNING THENCE NORTH 19°58'00" WEST 190.00 FEET; THENCE NORTH 75°27'36" WEST 66.26 FEET; THENCE NORTH 08°45'00" EAST 33.39 FEET TO A POINT ON A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 890.00 FEET, OF WHICH THE RADIUS POINT BEARS NORTH 09°51'57" EAST, SAID POINT ALSO BEING ON THE SOUTHERLY BOUNDARY OF THE DEER VALLEY ROAD RIGHT-OF-WAY, ENTRY NO. 185809, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, SUMMIT COUNTY, UTAH; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: 1) EASTERLY ALONG THE ARC OF SAID CURVE 12.43 FEET THROUGH A CENTRAL ANGLE OF 01°01'57" TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET, OF WHICH THE RADIUS POINT BEARS SOUTH 08°50'00" WEST; 2) EASTERLY ALONG THE ARC OF SAID CURVE 59.33 FEET THROUGH A CENTRAL ANGLE OF 08°47'56" TO A POINT ON THE WESTERLY MOST CORNER OF A PARCEL OWNED IN FEE SIMPLE BY PARK CITY MUNICIPAL CORPORATION FOR THE PURPOSE OF A BUS TURNOUT, AS SHOWN ON THE ROUNABOUT SUBDIVISION, ENTRY NO. 838123, ACCORDING TO THE OFFICIAL PLAT, THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID PARK CITY MUNICIPAL CORPORATION BUS TURNOUT PARCEL THE FOLLOWING THREE (3) COURSES: 1) SOUTH 53°24'04" EAST 45.80 FEET; 2) SOUTH 66°13'28" EAST 52.35 FEET; 3) SOUTH 79°03'26" EAST 45.78 FEET TO A POINT OF A 340.00 FOOT RADIUS CURVE TO THE LEFT, OF WHICH THE RADIUS POINT BEARS NORTH 31°50'00" EAST, SAID POINT ALSO BEING ON THE SOUTHERLY BOUNDARY OF SAID DEER VALLEY ROAD RIGHT-OF-WAY; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES: 1) EASTERLY ALONG THE ARC OF SAID CURVE 39.35 FEET THROUGH A CENTRAL ANGLE OF 06°37'49"; 2) SOUTH 53°46'39" EAST 40.08 FEET; 3) SOUTH 57°33'54" EAST 56.94 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID BLOCK 57; THENCE ALONG THE SOUTHERLY LINE OF BLOCK 57 SOUTH 66°22'00" WEST 208.27 FEET TO THE POINT OF BEGINNING.
 CONTAINS 27,779.15 SQUARE FEET OR 0.6377 ACRES.

SURVEYORS CERTIFICATE

I, GREGORY R. WOLBACH, OF PARK CITY, UTAH, CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 187788, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH.
 I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE PERFORMED A SURVEY OF THE HEREIN SHOWN AND DESCRIBED TRACT OF LAND, AND BY THAT SAME AUTHORITY, HAVE PREPARED A CONDOMINIUM PLAT, CONTAINING PRIVATE AREA (UNITS), COMMON AREA AND LIMITED COMMON AREA, HEREAFTER TO BE KNOWN AS THE "ROUNABOUT CONDOMINIUMS".
 I FURTHER CERTIFY THAT THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REGULATIONS OF THE LAW AND AS SPECIFIED IN SECTION 57-8-13 OF CHAPTER 8, CONDOMINIUM OWNERSHIP ACT, UTAH CODE TITLE 57, REAL ESTATE.



GREGORY R. WOLBACH DATE:

NOTES:

1. BASIS OF BEARING: SOUTH 23°38'00" EAST 1,278.29 FEET BETWEEN A FOUND SURVEY ROAD MONUMENT AT THE INTERSECTION OF THE CENTERLINE OF MAIN STREET AND THE CENTERLINE OF WEBER AVENUE AND A FOUND SURVEY ROAD MONUMENT AT THE INTERSECTION OF THE CENTERLINE OF MAIN STREET AND FOURTH STREET.
2. PROPERTY CORNERS: FOUND AND ACCEPTED SURVEY MONUMENTS AT LOT CORNERS AS SHOWN HEREON.
3. LOCATED WITHIN: SOUTHEAST QUARTER OF SECTION 16, T.S., R.4E, S.13.8N, PARK CITY, SUMMIT COUNTY, UTAH.
4. THIS CONDOMINIUM PLAT HEREBY COMBINES LOT 1 AND LOT 2 OF THE ROUNABOUT SUBDIVISION, ENTRY NO. 838123, ACCORDING TO THE OFFICIAL PLAT, THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, INTO A SINGLE LOT. BY DOING SO, THIS PLAT REMOVES EASEMENTS ASSOCIATED WITH LINE COMMON TO LOT 1 AND LOT 2. IT ALSO REMOVES THE SHARED DRIVEWAY ACCESS EASEMENT.
5. EXISTING EASEMENTS TO REMAIN, AS SHOWN ON SAID ROUNABOUT SUBDIVISION:
 - a. 10' WIDE PUBLIC SNOW STORAGE AND UTILITY EASEMENT ALONG DEER VALLEY DRIVE AND DEER VALLEY LOOP.
 - b. 5' WIDE PUBLIC UTILITY EASEMENT AROUND REAR AND SIDE LOT LINES.
6. SHARED ACCESS FOR THE UNITS WILL BE A COMMON DRIVEWAY INTO A PARKING GARAGE, ACCESSED FROM DEER VALLEY LOOP ROAD.
7. COVENANTS, CONDITIONS, RESTRICTIONS, REQUIREMENTS, EASEMENTS, OR ITEMS PREVIOUSLY ASSOCIATED WITH THE PROPERTY DESCRIBED HEREON REMAIN IN EFFECT, UNLESS SPECIFICALLY STATED OR SHOWN HEREON. ALL REQUIREMENTS SET FORTH TO THIS CONDOMINIUM PLAT ARE IN ADDITION TO PREVIOUSLY ASSOCIATED ITEMS.
8. THE UNITS OF THIS CONDOMINIUM ARE SERVED BY A COMMON PRIVATE LATERAL WASTEWATER LINE. THE "ROUNABOUT CONDOMINIUM OWNERS ASSOCIATION" SHALL BE RESPONSIBLE FOR OWNERSHIP, OPERATION AND MAINTENANCE OF ALL COMMON PRIVATE LATERAL WASTEWATER LINES.
9. RESIDENTIAL FIRE SPRINKLERS ARE REQUIRED FOR ANY EXPANSION.
10. THIS CONDOMINIUM PLAT IS SUBJECT TO ORDINANCE _____.

OWNERS DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENT THAT WE, THE UNDERSIGNED OWNERS OF THE UNITS, COMMON AND LIMITED COMMON AREAS CONTAINED WITHIN THE DESCRIBED TRACT OF LAND, TO BE HEREAFTER KNOWN AS "ROUNABOUT CONDOMINIUMS", CERTIFY THAT WE HAVE CAUSED THIS SURVEY TO BE MADE AND THIS CONDOMINIUM PLAT TO BE PREPARED. WE DO HEREBY CONSENT TO THE RECORDATION OF THIS CONDOMINIUM AND CERTIFY THAT THE UNITS ARE AS SHOWN ON THIS CONDOMINIUM PLAT.

BY: BLAKE HENDERSON, MANAGER
 THE ROUNABOUT LLC, A UTAH LIMITED LIABILITY COMPANY

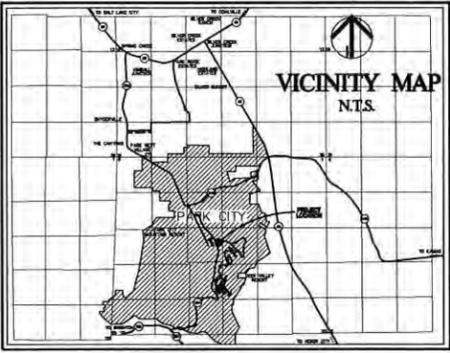
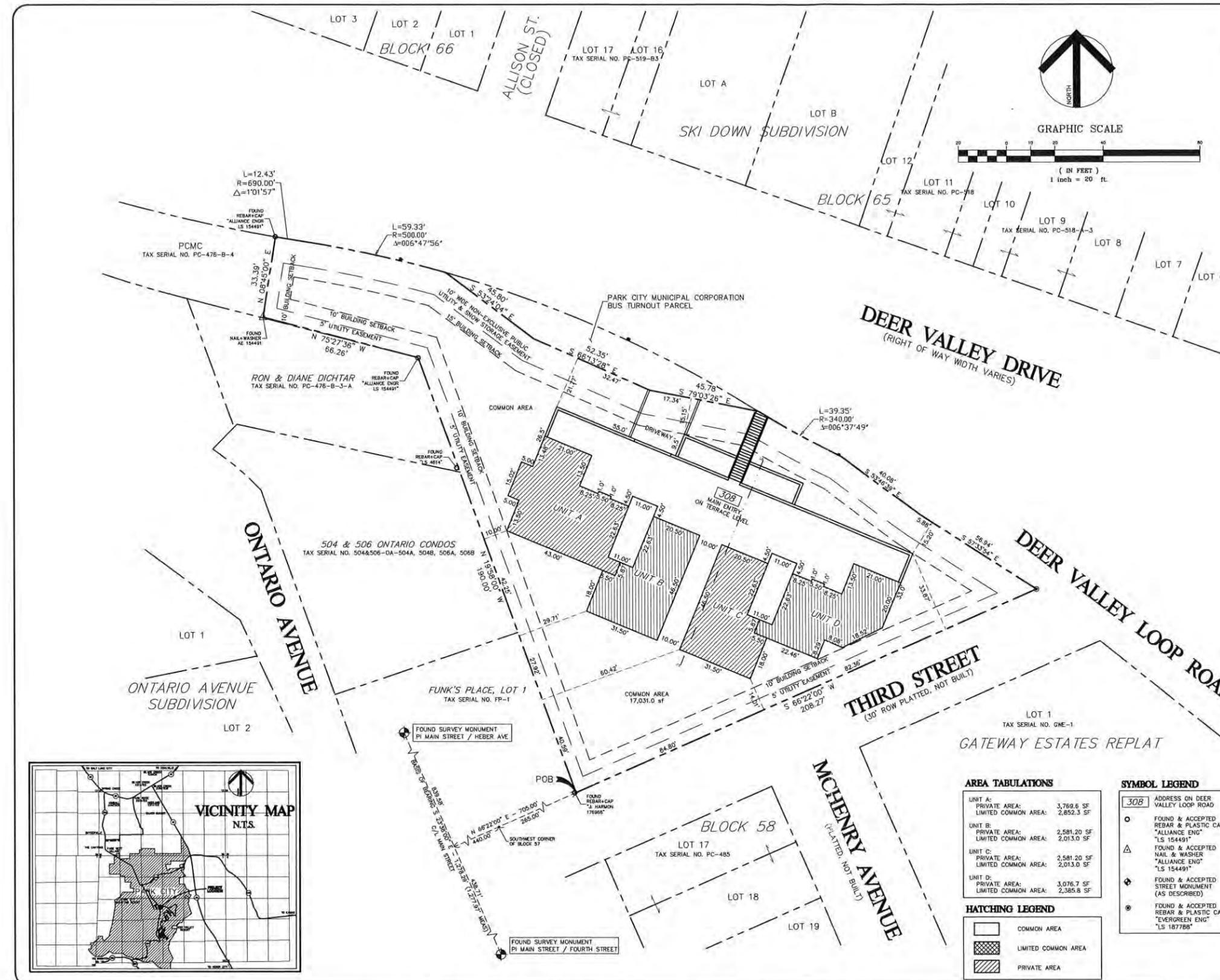
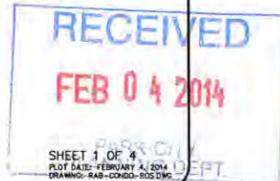
ACKNOWLEDGMENT

STATE OF _____) BLAKE HENDERSON, MANAGER
 COUNTY OF _____) THE ROUNABOUT LLC, A UTAH LIMITED LIABILITY COMPANY

ON THE _____ DAY OF _____, 2013, PERSONALLY APPEARED BEFORE ME BLAKE HENDERSON, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME (OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE) AND WHO BY ME DULY SWORN/AFFIRMED, DID SAY THAT HE IS MANAGER OF "THE ROUNABOUT LLC", A UTAH LIMITED LIABILITY COMPANY; AND THAT SAID DOCUMENT WAS SIGNED BY HIM IN BEHALF OF SAID "THE ROUNABOUT LLC", BY AUTHORITY OF ITS BYLAWS, OR (RESOLUTION OF ITS BOARD OF DIRECTORS), AND SAID BLAKE HENDERSON ACKNOWLEDGED TO ME THAT SAID "THE ROUNABOUT LLC" EXECUTED THE SAME.

NOTARY PUBLIC
 MY COMMISSION EXPIRES: _____
 RESIDING IN _____ COUNTY, STATE _____

* Signing in a Representative Capacity: An authorized officer, agent, partner, trustee, member or other representative may sign on behalf of their representative business, be it a corporation, partnership, trust, limited liability company or other entity providing they have been given authority to sign in their representative capacity. The notary must require the signer to present satisfactory documentary evidence and administer an oath or affirmation.



AREA TABULATIONS

UNIT A:	PRIVATE AREA:	3,769.6 SF
	LIMITED COMMON AREA:	2,852.3 SF
UNIT B:	PRIVATE AREA:	2,581.20 SF
	LIMITED COMMON AREA:	2,013.0 SF
UNIT C:	PRIVATE AREA:	2,581.20 SF
	LIMITED COMMON AREA:	2,013.0 SF
UNIT D:	PRIVATE AREA:	3,076.7 SF
	LIMITED COMMON AREA:	2,385.8 SF

HATCHING LEGEND

[White Box]	COMMON AREA
[Diagonal Lines]	LIMITED COMMON AREA
[Solid Grey Box]	PRIVATE AREA

SYMBOL LEGEND

[Symbol]	ADDRESS ON DEER VALLEY LOOP ROAD
[Symbol]	FOUND & ACCEPTED REBAR & PLASTIC CAP "ALLIANCE ENG" "LS 154491"
[Symbol]	FOUND & ACCEPTED NAIL & WASHER "ALLIANCE ENG" "LS 154491"
[Symbol]	FOUND & ACCEPTED STREET MONUMENT (AS DESCRIBED)
[Symbol]	FOUND & ACCEPTED REBAR & PLASTIC CAP "EVERGREEN ENG" "LS 187788"

Evergreen Engineering, Inc.
 Civil Engineering • Land Surveying • Land Planning
 1870 Bonanza Drive • Suite 104
 P.O. Box 2861 • Park City • Utah • 84060
 Phone: 435.648.4687 • Fax: 435.649.9219
 E-mail: office@evergreen-eng.com

CITY ENGINEER
 THIS PLAT IS IN CONFORMANCE WITH INFORMATION ON FILE IN THE OFFICE OF THE PARK CITY ENGINEERING DEPARTMENT ON THIS _____ DAY OF _____ A.D. 2013.
 CITY ENGINEER _____

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
 REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____ A.D. 2013.
 BY: SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

CITY PLANNING COMMISSION
 APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS _____ DAY OF _____ A.D. 2013.
 CHAIRMAN _____

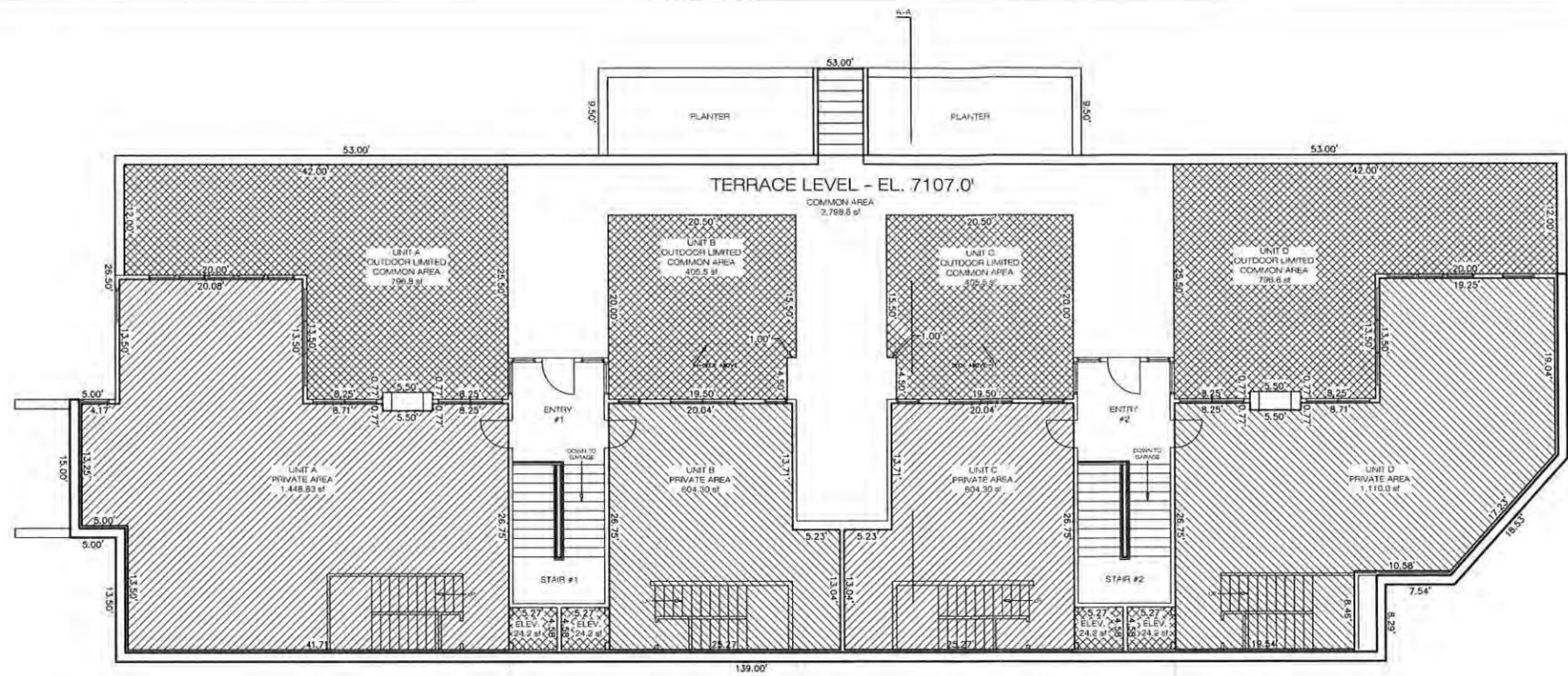
APPROVAL AS TO FORM
 APPROVED AS TO FORM ON THIS _____ DAY OF _____ A.D. 2013.
 CITY ATTORNEY _____

COUNCIL APPROVAL & ACCEPTANCE
 APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____ A.D. 2013
 MAYOR _____

CERTIFICATE OF ATTEST
 I CERTIFY THIS WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____ A.D. 2013
 CITY RECORDER _____

RECORDED
 N° _____
 STATE OF _____
 COUNTY OF _____
 RECORDED AND FILED AT THE REQUEST OF: _____
 COUNTY RECORDER _____

EXHIBIT A - PROPOSED PLAT



AREA TABULATIONS
* TERRACE LEVEL

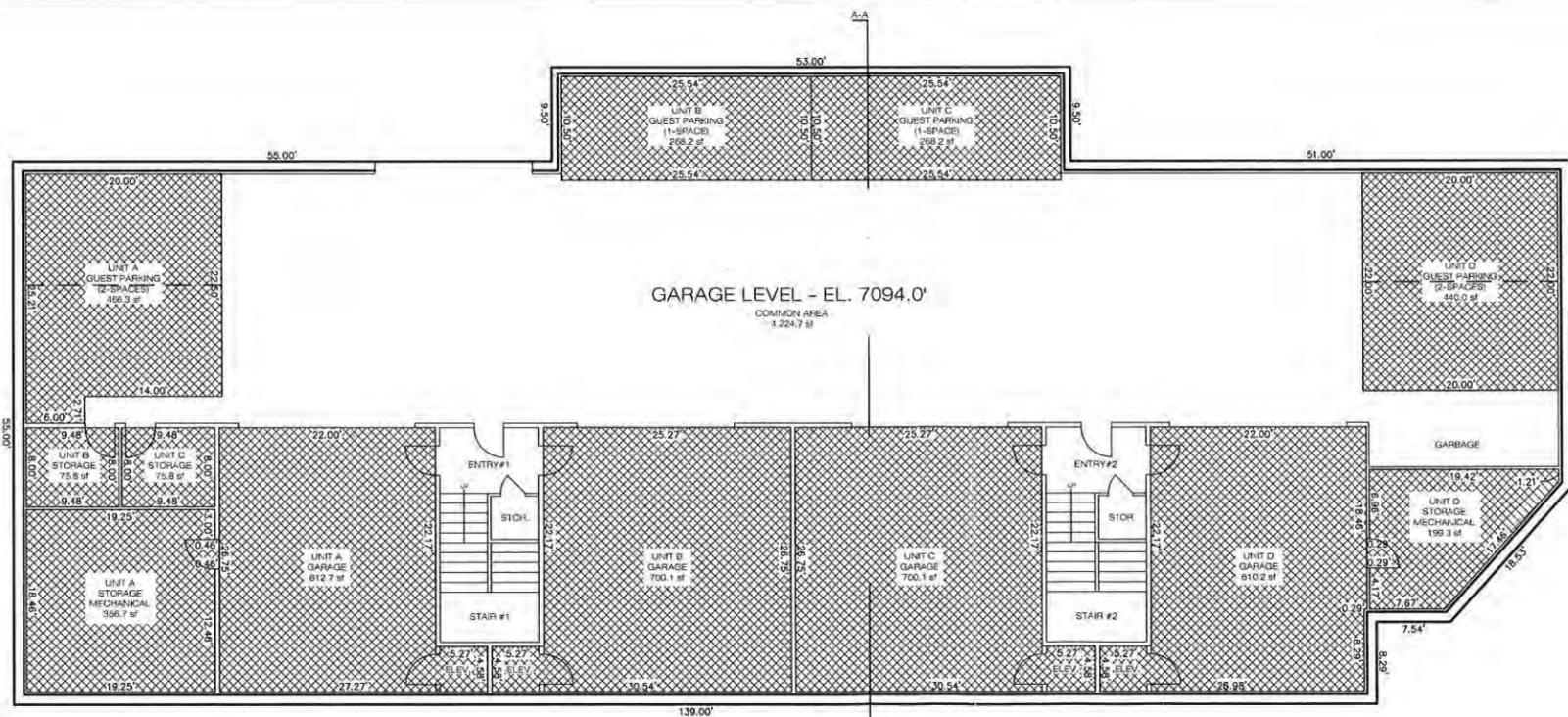
UNIT A	
PRIVATE AREA	1,448.8 SF
LIMITED COMMON AREA	821.0 SF
UNIT B	
PRIVATE AREA	604.3 SF
LIMITED COMMON AREA	429.7 SF
UNIT C	
PRIVATE AREA	604.3 SF
LIMITED COMMON AREA	429.7 SF
UNIT D	
PRIVATE AREA	1,100.0 SF
LIMITED COMMON AREA	821.0 SF
COMBINED TOTAL	
PRIVATE AREA	3,757.4 SF
LIMITED COMMON AREA	2,501.4 SF
COMMON AREA	2,813.5 SF

TERRACE LEVEL
FLOOR EL.=7107.0'
SCALE: 1" = 8'



HATCHING LEGEND

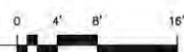
- COMMON AREA
- LIMITED COMMON AREA
- PRIVATE AREA - UNIT



AREA TABULATIONS
* GARAGE LEVEL

UNIT A	
PRIVATE AREA	0.00 SF
LIMITED COMMON AREA	1,435.7 SF
UNIT B	
PRIVATE AREA	0.00 SF
LIMITED COMMON AREA	1,044.1 SF
UNIT C	
PRIVATE AREA	0.00 SF
LIMITED COMMON AREA	1,044.1 SF
UNIT D	
PRIVATE AREA	0.00 SF
LIMITED COMMON AREA	1,249.5 SF
COMBINED TOTAL	
PRIVATE AREA	0.00 SF
LIMITED COMMON AREA	4,773.4 SF
COMMON AREA	4,223.9 SF

GARAGE LEVEL
FLOOR EL.=7094.0'
SCALE: 1" = 8'



Evergreen Engineering, Inc.
Civil Engineering • Land Surveys • Land Planning
1570 Bonanza Drive • Suite 104 • 44660
P.O. Box 2861 • Park City • Utah • 844215
E-mail: office@evergreen-eng.com

DATE	BY	COMMENTS

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

SURVEYED BY: GRW/ADM
DRAWN BY: GRW
CHECKED BY: GRW

ROUNDABOUT CONDOMINIUMS
FLOOR PLANS
GARAGE LEVEL AND TERRACE LEVEL

PREPARED BY: BLAKE HENDERSON, THE ROUNDABOUT LLC
PROJECT NO: RAB-CONDO-PP
JOB NO: 0609

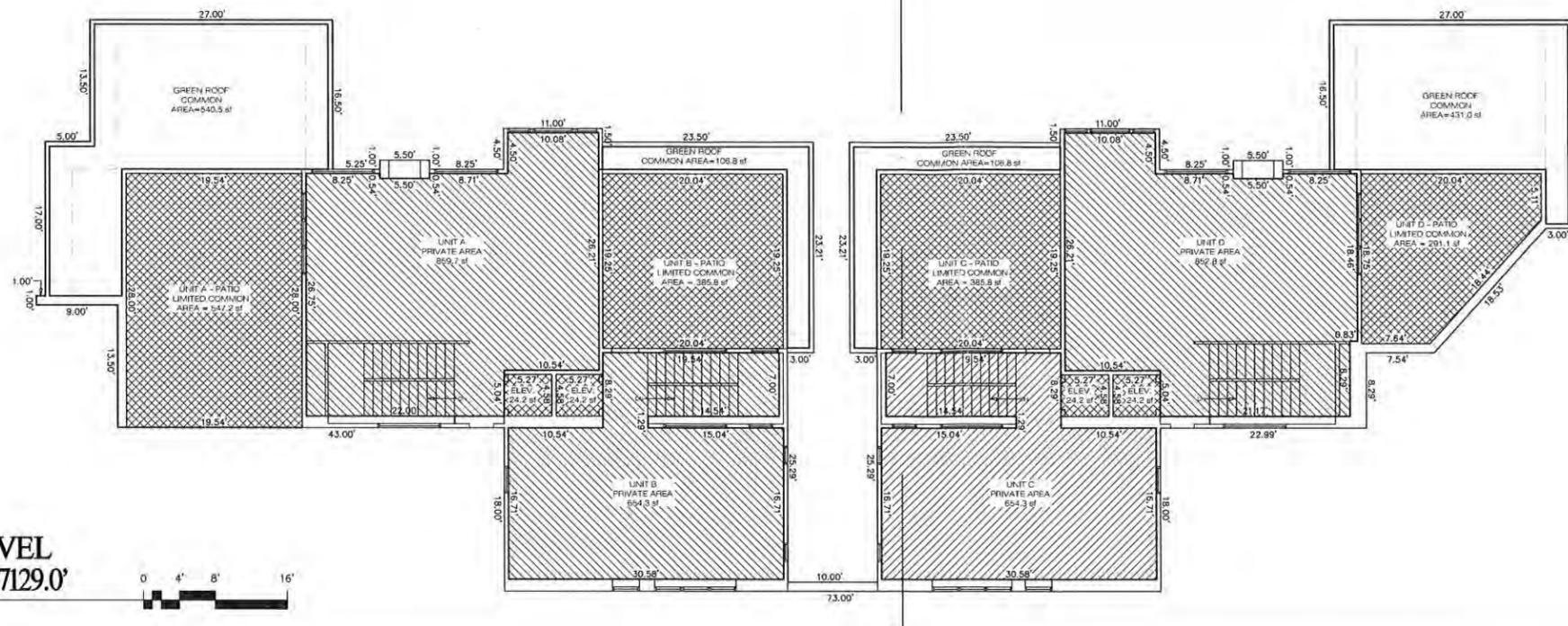
RECORDED
FEB 04 2014

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

FEE: _____ CITY RECORDER

SHEET 2 OF 4

EXHIBIT A - PROPOSED PLAT



AREA TABULATIONS * MASTER LEVEL

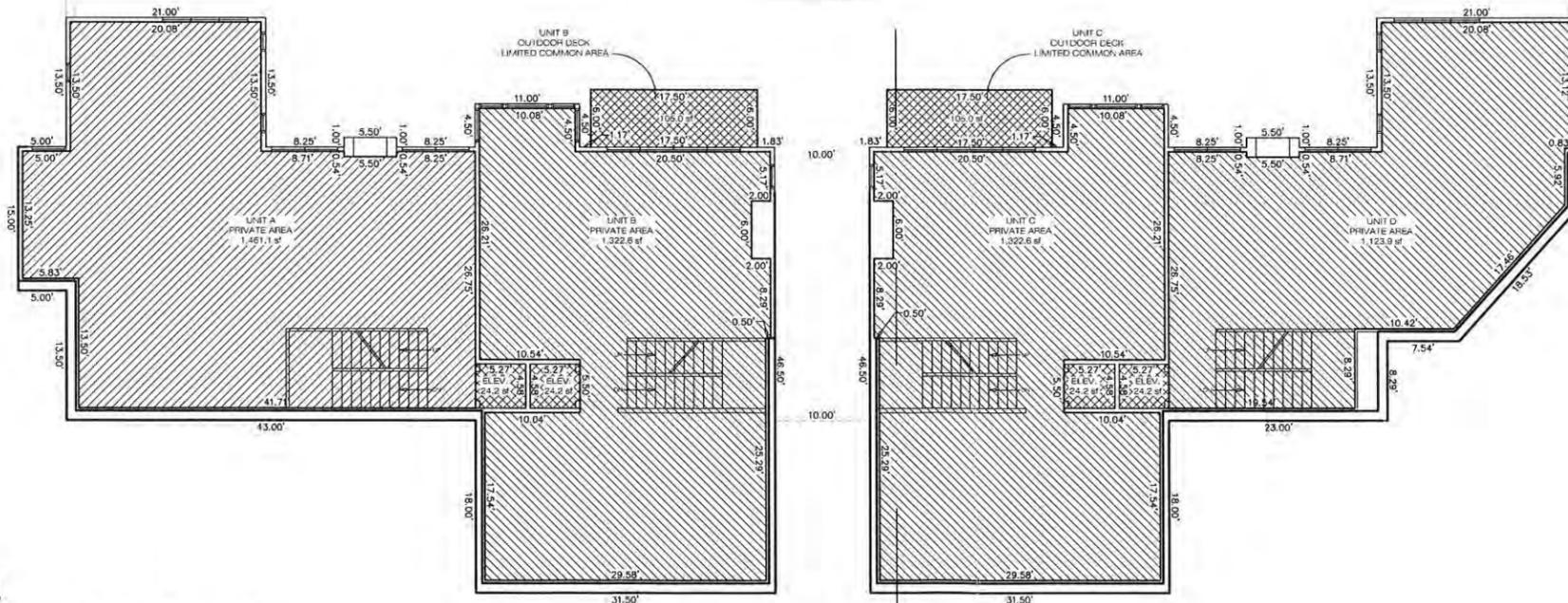
UNIT A	
PRIVATE AREA	859.7 SF
LIMITED COMMON AREA	571.4 SF
UNIT B	
PRIVATE AREA	654.3 SF
LIMITED COMMON AREA	410.0 SF
UNIT C	
PRIVATE AREA	654.3 SF
LIMITED COMMON AREA	410.0 SF
UNIT D	
PRIVATE AREA	852.8 SF
LIMITED COMMON AREA	291.1 SF
COMBINED TOTAL	
PRIVATE AREA	3,021.1 SF
LIMITED COMMON AREA	1,682.5 SF
COMMON AREA	1,854.4 SF

HATCHING LEGEND

- COMMON AREA
- LIMITED COMMON AREA
- PRIVATE AREA - UNIT

AREA TABULATIONS * SECOND LEVEL

UNIT A	
PRIVATE AREA	1,461.1 SF
LIMITED COMMON AREA	24.2 SF
UNIT B	
PRIVATE AREA	1,322.6 SF
LIMITED COMMON AREA	129.2 SF
UNIT C	
PRIVATE AREA	1,322.6 SF
LIMITED COMMON AREA	129.2 SF
UNIT D	
PRIVATE AREA	1,123.9 SF
LIMITED COMMON AREA	24.2 SF
COMBINED TOTAL	
PRIVATE AREA	5,230.2 SF
LIMITED COMMON AREA	306.8 SF
COMMON AREA	554.3 SF



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

Evergreen Engineering, Inc.
Civil Engineering • Land Surveying • Land Planning
1670 Bonanza Drive • Suite 101 • #4060
Phoenix, AZ 85024 • Phone: 435.649.6657 • Fax: 435.649.9219
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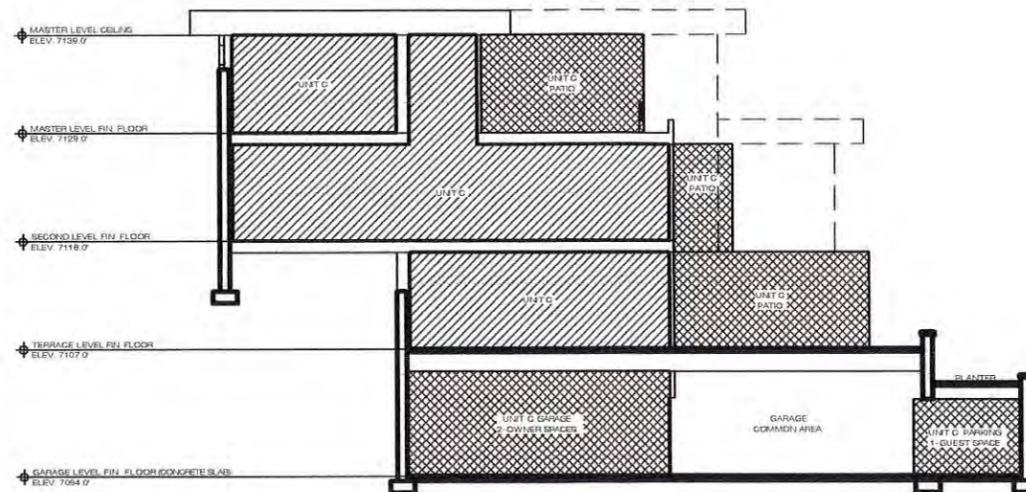
DATE	BY	REVISIONS	COMMENTS



SURVEYED BY: GRW/ADM
DRAWN BY: CRW
CHECKED BY: GRW

ROUNDABOUT CONDOMINIUMS FLOOR PLANS SECOND LEVEL AND MASTER LEVEL
JOB NO. 0609
DWS: RAB-CONDO-1P
FOR: BLAKE HENDERSON, THE ROUNDABOUT LLC

EXHIBIT A - PROPOSED PLAT



BUILDING SECTION AA
SCALE: 1" = 8'



HATCHING LEGEND

- COMMON AREA
- LIMITED COMMON AREA
- PRIVATE AREA - UNIT

NO. _____
DATE _____
STATE OF _____
CITY OF _____
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FEES _____ CITY RECORDER

RECEIVED
NOV 13 2013
PARK PLANNING DEPT.

Evergreen Engineering, Inc.
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1670 Bonanza Drive • Suite 104 • Eugene, OR 97401
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REVISIONS	COMMENTS
DATE BY	



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ROUNDABOUT CONDOMINIUMS BUILDING SECTION AA
FOR: BLAKE HENDERSON, THE ROUNDABOUT LLC
JOB NO. 0609
SHEET 4 OF 4



**PARK CITY COUNCIL MEETING MINUTES
SUMMIT COUNTY, UTAH,
May 8, 2014**

Study Session

Ann Ober, Regional Collaborations Manager, spoke about the future of Mountain Accord and relations to the General Plan. Mayor Thomas recognized the Mountain Accord as a great journey and feels the most important aspect is determining the end goal. Council member Beerman stated that as the process is leading up to the end product and the hope is to find common ground with all the stakeholders. Council member Henney stated that he feels the commonality is tying the resources with growth and using the challenges to enhance quality of life in the big picture. Council member Simpson felt the most important step is to find the commonality with our regional partners. Stated she felt that the Council needs to bring forth the top values/goals to a discussion with regional partners. Council member Matsumoto stated she hopes the transportation system will grow but not encourage growth. Council member Peek expressed his concerns with the growth as well speaking of the experiences he has seen with UTA concerning overlay. Kent Cashel, Transit/Transportation Manager, stated that the mode of transportation dictates growth, speaking about the fixed the fixed locations drawing in the economic growth. Mayor Thomas expressed concerns with Mass transit and what that will do to the sense of community for Park City. Council member Simpson spoke to the working group that she is affiliated with and stated that they recognize the importance of how we grow to dictate where, how and what we want to protect. Council member Simpson stated that she feels that the City needs to incentivize town center development. Council member Beerman stated that one of his hopes is to look at Wildlife/Wilderness areas just outside of City limits. Mayor Thomas inquired about the framework of the agreement with the Mountain Accord. Foster stated that there is an agreement and the City is paying \$50,000 per year for two years. Mayor Thomas encouraged staff and Council to remember the City goals as well. Foster reminded Council of the mindset during the Olympics as to "Are we going to have this done to us or are we going to lead the way?"

Work Session

Council Questions and Comments and Manager's Report

Council member Beerman attended the Summit Lands board meeting. Attended multiple Mountain Accord system group meetings. Attended Outdoor Recreation Conference finding it interesting that the Governor's office is now looking into recreation.

Council Member Henney thanked Council member Peek for attending his liaison meeting. He has been traveling Europe and observed there is no free parking except in Nice with an EV parking spot. Spoke about the bike share program and it was very interesting to see how they were being used and found it was the residents not the tourists. He would like to take a deeper look at how this would work in our community.

Council member Simpson attended the Fire Board meeting and a Special Service Contract discussion with staff as well as a library board meeting stating they will be coming to Council with recommendations to fill vacancies on the board.

**conclusions of law and conditions of approval stated in the attached ordinance in a form approved by the City Attorney
Council member Beerman seconded
Approved unanimously**

- 3. Consideration of the 901 Norfolk Avenue Subdivision Plat Amendment, 901 and 907 Norfolk Avenue, Park City pursuant to the findings of fact, conclusions of law and conditions of approval stated in the attached ordinance in a form approved by the City Attorney continued from April 17, 2014

Planner Alexander stated that the applicant is looking to reconfigure the lot lines from three lots into two lots of record. She stated the Planning Commission forwarded a positive recommendation.

Mayor Thomas opened the public hearing. There were no comments. Mayor Thomas closed the hearing. Council member Simpson thanked Alexander for an excellent staff report.

**Council member Beerman moved to approve the 901 Norfolk Avenue Subdivision Plat Amendment, 901 and 907 Norfolk Avenue, Park City pursuant to the findings of fact, conclusions of law and conditions of approval stated in the attached ordinance in a form approved by the City Attorney
Council member Henney seconded
Approved unanimously**

- 4. Consideration of approval of a subdivision plat for the Roundabout Subdivision Record of Survey for 300 Deer Valley Loop, Park City pursuant to the findings of fact, conclusions of law and conditions of approval stated in the attached ordinance in a form approved by the City Attorney continued from April 24, 2014.

Planner Alexander stated that this is an application to amend the current subdivision plat. The request is to remove the lot line in order to create one lot in to build an underground parking unit as well as creating 4 condominium unit. Blake Henderson, applicant, reiterated Planner Alexander's comments. Also speaking to the benefits of the underground parking and lot-line removal stating that they are committed to following the construction mitigation plan and will be mindful of the neighboring properties and the community.

Mayor Thomas opened the public hearing. None, closed the public hearing

**Council member Simpson moved to approve a subdivision plat for the Roundabout Subdivision Record of Survey for 300 Deer Valley Loop, Park City pursuant to the findings of fact, conclusions of law and conditions of approval stated in the attached ordinance in a form approved by the City Attorney
Second Peek
Approved unanimously**

IX. NEW BUSINESS

- 1. Consideration of an Ordinance vacating a portion of Deer Valley Drive adjacent to the proposed Roundabout Condominiums Plat located at 300 Deer Valley Loop Road pursuant to the findings of fact, conclusions of law and conditions of approval stated in the attached ordinance in a form approved by the City Attorney